

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 88

Approving a contract between the Metropolitan Exposition-Recreation Commission and the International Alliance of Theatrical Stage Employees covering the Utility and Custodial personnel at the Oregon Convention Center.

The Metropolitan Exposition-Recreation Commission finds:

1. That it was desirable to establish a labor contract for the Oregon Convention Center Utility and Custodial personnel with the same Union that represented its employees in related classifications in other facilities managed by the Commission.

2. That this contract was patterned after contracts with the present Union representing employees in related job classifications in other facilities managed by the Commission.

3. That the Commission's Staff drafted this contract with consideration to the anticipated type of work duties that would be applicable to the Convention Center and set the wage scales accordingly.

4. That this contract is to be effective from September 1, 1990 through June 30, 1993.

5. That this Contract was accepted and signed by authorized Union Representatives of the International Alliance of Theatrical Stage Employees, Local 28.

BE IT THEREFORE RESOLVED that the Commission approves the Labor Agreement between the Metropolitan Exposition-Recreation Commission and the International Alliance of Theatrical Stage Employees, Local 28, covering Utility and Custodial personnel at the Oregon Convention Center and authorizes the Chairman and Secretary/Treasurer to become signatory to that agreement.

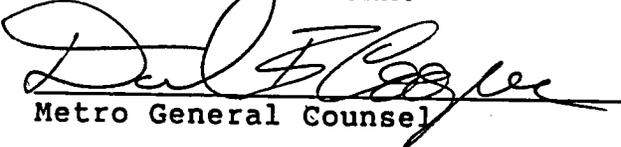
Passed by the Commission on August 30, 1990.



Chair

Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

AGREEMENT

between

**METROPOLITAN EXPOSITION-RECREATION COMMISSION
OREGON CONVENTION CENTER**

and

LOCAL 28, THEATRICAL STAGE EMPLOYEES

of the

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS
OF THE UNITED STATES AND CANADA**

Effective September 1, 1990 through June 30, 1993

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A G R E E M E N T

This Agreement, made and entered into this 30th day of August, 1990, by and between METROPOLITAN EXPOSITION AND RECREATION COMMISSION, hereinafter called "Employer," and LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, hereinafter called "Union,"

WITNESSETH:

Purposes

For and in consideration of settled and harmonious trade conditions, mutually beneficial to the parties hereto, the Employer and the Union do hereby enter into and agree to abide by the following Agreement covering wages, hours, and working conditions of the employees of the Employer in the classifications hereinafter set forth.

ARTICLE I
SCOPE OF AGREEMENT

This Agreement shall apply to all non-supervisory, regular full or part-time or utility personnel employed by the Metropolitan Exposition-Recreation Commission at the Oregon Convention Center Operations Departments, including event custodians but excluding operating engineers, office and clerical employees, guards, professional employees and supervisors as defined under applicable state law.

ARTICLE II
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its nonsupervisory employees within the bargaining unit described in Article I above.

ARTICLE III
UNION MEMBERSHIP & CHECKOFF

Section 1. Upon majority vote by secret ballot conducted by the Employment Relations Board of employees in the bargaining unit to require membership in the Union as a condition of

employment, all employees in the bargaining unit shall become and remain members of the Union within thirty-one (31) days following such majority vote, in the case of present employees, or following the date on which an employee becomes part of the bargaining unit as described in Article II hereof. Such ballot shall be conducted in such manner as to preserve secrecy and freedom of choice and the conditions mutually agreed upon between the Employer and the Union. If a majority of employees so desire, maintenance of such membership shall be a condition of employment, provided that membership in good standing shall be defined as payment or tender of appropriate dues and initiation fees uniformly required. The Employer and the Union agree that this provision shall be subject to the requirements contained in ORS 243.666 with respect to safeguarding the rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member.

Upon majority vote of the employees in the bargaining unit by secret ballot on the issue of "fair share," any employee who chooses not to belong to the union shall make a "payment in lieu of dues" which shall be limited to a fair and proportional share of the cost of negotiation and contract administration by the Union. Such payments shall be equal to and in no event exceed periodic dues formally required of Union members as a condition of acquiring and maintaining membership in the Union. Should such "fair share" be declared unlawful under Oregon law by a court of administrative agency of competent jurisdiction, the preceding sentence shall be inoperative.

Section 2. The Employer agrees to deduct from the paycheck of each employee as so authorized on a separate written authorization form provided by the Union the regular initiation fees (for new employees) and regular monthly dues uniformly required of members of the Union or monthly "payment in lieu of dues", as the case may be. Authorization for such deduction shall be in writing signed by the employee on forms furnished by the Union and may be revoked by the employee upon thirty (30) days' written request to the Employer with a copy provided to the Union. Performance of this service is at no cost to the Union.

Section 3. The Union may request removal of employees for nonpayment of or failure to tender regular initiation fees or fair share payments in lieu of dues. The Union request for removal of employees for nonpayment of or failure to tender regular initiation fees and dues, or fair share payment in lieu of dues, shall be in writing and directed to the General Manager. After twenty-one (21) calendar days from receipt of such notice, the Employer agrees to remove the named employee from employment on all work covered by this Agreement if payment has not been made or tendered prior to action by the Employer upon any such

request for removal by the Union.

Section 4. The Union shall be responsible for obtaining all written dues, payment in lieu of dues, and initiation fee deduction forms and submitting such forms to the Employer prior to any employee obligation to begin dues and/or initiation fee deductions. Employees shall have the right to rescind such dues, payment in lieu of dues, and initiation fees check off authorization by providing the Employer written notice of such revocation at least ten (10) calendar days before the first of any month.

Section 5. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, costs, suits or other forms of liability, including but not limited to attorneys' fees, that may arise by reason of action taken or not taken by the Employer for purposes of complying with any of the provisions of this Article.

ARTICLE IV

Section 1. Utility Workers. Utility workers under this Agreement perform a wide range of duties as may be assigned by the Employer, generally classified as utility in nature, in connection with building operations, set-up, take-down, custodial and maintenance work.

Section 2. Temporary Personnel. The Employer retains the right to utilize the services of temporary personnel, whether on an irregular part-time basis or as provided by contractors, as its needs may require, provided that employees covered by this agreement will not be laid off as a result. Such personnel shall not be covered by this Agreement.

Section 3. Application of Agreement and Exhibits. The terms and conditions of employment of utility workers are set forth in this Agreement in Exhibits A and B attached hereto and made a part hereof.

ARTICLE V MANAGEMENT RIGHTS

Section 1. The Employer retains all of the customary, usual

and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibilities to manage the affairs of the Oregon Convention Center. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

Section 2. The exercise of any management prerogative, function, or right which is not specifically modified by a provision of this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this agreement.

ARTICLE VI

WAGES

Section 1. The wages, hours and working conditions covering utility personnel as set forth in Exhibit A, attached hereto and by this reference made a part hereof, shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only and nothing in this Agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis so long as they are equal to or greater than the minimum rates set forth herein.

Section 2. Job descriptions in all classifications set forth herein are illustrative only and all jobs include such other duties as the Employer may assign within the classifications and related functions within the bargaining unit covered by this Agreement. It is mutually understood that employees may be assigned to duties and functions covered by this

Agreement other than those primary duties normally performed in connection with their regularly assigned classification.

Section 3. In the event a new job classification is established by the Employer, the new rate for the classification shall be established on a temporary basis and shall be submitted to the Union for information and review purposes. If the Union does not agree with the rate, it shall have the right to initiate grievance under Article VIII at Step II within five (5) calendar days from the date of submission to the Union. The sole issue for the arbitrator in resulting arbitration shall be whether the temporary rate established by the Employer is reasonably related to job duties involved.

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action shall include the following:

- (a) Oral reprimand.
- (b) Written reprimand.
- (c) Suspension.
- (d) Discharge.

Disciplinary action may be imposed upon any employee for failing to fulfill his or her responsibilities as an employee. Conduct which is a hindrance to the effective performance of the employee's or other employees' functions shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information or the withholding of information with intent to deceive when making application for employment, or willful violation of departmental rules. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure. If the department head or other supervisor has reason to discipline an employee, the supervisor shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 2. Discharge. An employee having less than one hundred and eighty (180) days of continuous employment shall serve at the pleasure of the Employer. An employee having continuous service in excess of one hundred and eighty (180) days shall be discharged only for cause. The employer may, at its option, declare an employee's probationary period ended at any

time after the thirtieth (30th) workday of continuous employment and before the one hundred and eightieth (180th) work day of continuous employment by the employee. In the event the Employer determines that an employee has completed his probationary period before one hundred and eighty (180) workdays, the employee shall be considered a regular employee at that time.

ARTICLE VIII SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Grievances may be initiated and pursued in the following manner:

Step I. An employee who believes he has a grievance may present this grievance, in writing, to his immediate supervisor for adjustment within five (5) calendar days of the date on which the events occurred giving rise the grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the written grievance.

Step II. If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance shall be again submitted, in writing, by a Union representative or affected employee to the Operations Department Manager within twenty-one (21) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time provided for processing of the grievance in Step 1 of this procedure. A written statement of the grievance shall be signed by the aggrieved employee and by a Union representative, and shall include a statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested. The Employer shall respond to the written grievance in writing within fourteen (14) calendar days of its receipt.

Step III. If the grievance is still unsettled, the Union may within ten (10) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step II have a right to have the matter arbitrated by a third party jointly agreed upon by the Employer and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Union shall have the right

to strike three (3) names from the list. Either party shall have the right to reject one list in its entirety. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer. Expenses for the arbitrator shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Step III within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an exparte basis.

Section 2. The Employer or its designee(s) shall meet at mutually convenient times with the Union.

Section 3. A probationary employee terminated, laid off, or otherwise disciplined during his probationary period shall not be entitled to invoke the arbitration provisions of this Article to contest such termination, discipline or layoff.

Section 4. Time Limits. The time limits of this grievance and arbitration procedure shall be strictly adhered to. The employer shall have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.

Section 5. Extension of Time Limits. The time limits of this grievance and arbitration procedure may be extended by mutual agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.

Section 6. Arbitration Limits. The arbitration provisions of this grievance and arbitration procedure shall be strictly

limited to the effective dates of this Agreement. The Employer shall have no obligation to arbitrate any grievance arising after the date on which this agreement terminates.

Section 7. An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, the Employer's last response at Step 3 of the grievance procedure shall be final and binding on all parties.

Section 8. For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.

Section 9. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

Section 10. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

ARTICLE IX PROBATIONARY PERIOD

Section 1. Duration of the Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of one hundred and eighty (180) calendar days from the date of employment. The Employer may terminate an employee's probationary period anytime after the date on which the employee has served thirty (30) workdays of continuous employment. Employees who have their probationary period terminated by the Employer before the one hundred and eightieth (180th) day of service shall be considered regular employees.

Section 2. The Union recognizes the right of the Employer to terminate probationary employees for any reason not prohibited by laws and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, and cross-training in other classifications, the assignment to educational courses and training programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off.

ARTICLE X
STRIKES AND LOCKOUTS

SECTION 1. The Union and its members as individual or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any other restriction of work at the Oregon Convention Center. Employees in the bargaining unit, while acting in the course of their employment, subject to the provisions of Article 20, Section 4, shall not honor any picket line established by any other labor organization at the Oregon Convention Center or any other Metropolitan Exposition-Recreation Commission Facility, when called upon to cross such picket line in the line of duty unless such picket line is sanctioned by the Multnomah County Labor Council. In the event of such a picket line, the Union will give the Employer seventy-two (72) hours prior written notice of the situation and will formally offer to submit all questions related to picket line observance to final and binding arbitration. Arbitration will be initiated within twenty-four (24) hours from receipt of such notice by the Employer. Selection of an arbitrator and arbitration will be handled on an expedited basis. If no decision by the arbitrator is reached within ten (10) calendar days following expiration of the twenty-four (24) hour notice period, an employee may honor a picket line if he or she so chooses. There shall be no stoppage of work by employees covered by this Agreement pending completion of such procedures. Disciplinary action, including discharge, may be taken by the Employer against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Employer.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line in violation of the Agreement, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 3. There will be no lockout of employees in the unit by the Employer as a consequence of any dispute arising during the period of this Agreement.

ARTICLE XI
JOB SENIORITY

In the event the Employer determines that a layoff is necessary, those employees with the least service with the Employer shall be laid off first, provided, however, that the remaining employees have the necessary ability to perform the required work as determined by the Employer. Seniority, for purposes of layoff, shall not be considered as existing until an employee has been continuously employed for one hundred eighty (180) days.

For purposes of recall from layoff, the last employee laid off shall be the first employee rehired, provided, however, that the recalled employee has the necessary ability to perform the required work as determined by the Employer. On reemployment of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to the employee's last known address. The employee shall have seven (7) calendar days from the date of postmark of the certified letter to report his intentions to the Employer, and shall report to work within one (1) week after notification to the Employer.

Seniority rights shall be lost and the employment relationship severed for the following reasons:

- (a) voluntary termination;
- (b) discharge for just cause;
- (c) absence from work due to work-related illness or injury for a period of eighteen (18) months or more; provided, however, that the Employer and the Union may mutually agree in writing to extend this period;
- (d) absence due to non work-related illness or injury for a period in excess of eight (8) months or more; provided, however, that the Employer and the Union may mutually agree, in writing, to extend this period;
- (e) failure to return to employment upon the expiration of a leave of absence except that such leave of absence may be extended for two (2) additional days as a result of an emergency beyond the control of the employee and the employee has notified the Employer by letter or telephone during normal office hours;
- (f) six (6) consecutive months on layoff status;
- (g) failure to report for work on two (2) consecutive days without prior notification to the Employer either by letter or by phone during normal office hours; and
- (h) retirement.

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Sick Leave.

(a) The Employer will continue, for the life of this Agreement, to provide its employees with the sick leave plan and program presently in effect.

(b) Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of their personal illness or injury. In such event, the employee shall notify his supervisor of absence due to his or her illness or injury, the nature and expected length thereof, at least four (4) hours prior to start of the employee's regular work shift. A physician's statement of the nature and identify of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the Employer for absence of three (3) days or more as a condition to payment of any sick leave benefits. In case of abuse or where the Employer has cause to believe there is abuse, a written statement from the employee may be required in the case of absences of under three (3) days at the discretion of the Employer verifying the specific reasons for the employee's utilization of sick leave in each such instance.

(c) Industrial Accident Leave.

(1) During an absence due to an industrial accident which has been accepted by the Metropolitan Exposition-Recreation Commission's Risk Management representative any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer in an amount equal to the difference between his daily base rate of pay and the amount received from the Fund per day. The employee shall receive such an income supplement for as many days as he had accrued sick leave on the day of the accident in accordance with Metropolitan Exposition-Recreation Commission policies and Procedures.

(2) On an employee's date of hire, he shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury and shall be used prior to the supplement outlined in subsection (1) above.

(3) Any employee who on the effective date of this Agreement has less than fifteen (15) days (120 hours) of sick leave, shall receive a special allowance of industrial accident leave credit. Such credit shall be the difference between fifteen (15) days (120 hours) and the number of days' sick leave he has accrued on the date of this Agreement. Such leave credits shall be used prior to the supplement outlined in subsection (1) above.

(4) Payments made by the Employer under subsections (1), (2) and (3) above shall not be charged to accrued sick leave.

five percent (25%) of the first sixty (60) days of such accumulated sick leave and fifty percent (50%) of such accumulated sick leave in excess of sixty (60) days credited to his account for the purposes set forth herein. The amount shall be calculated on the basis of the employee's pay rate at the time of retirement.

(2) The Employer will make available to a retiring employee for him and his spouse and children, a medical benefits plan comparable in benefits to those enjoyed by the employee while in employee status. The cost of the plan shall be borne by the retiree or his surviving spouse.

(3) The promise of the Employer to provide such a plan is dependent upon the continuing availability of such a plan from an insurance carrier and the qualification by the retired employee with the insurance carrier while the retired employee is in an employee status. Should an insurance carrier terminate the plan, the Employer shall attempt to replace it.

(4) The employee will select the provided medical coverage plan of his choice and the Employer shall thereafter pay the premium on such coverage until the fund credited to the employee is exhausted or the employee dies, whichever occurs first, provided, however, that if the employee has selected a form of coverage which includes the employee's spouse and the employee predeceases the spouse, the Employer shall continue to pay the premium on coverage on the plan selected for spouse only until the death of the spouse, exhaustion of the fund, or remarriage of the spouse, whichever occurs first.

(e) Termination. Sick leave is provided by the Employer solely in the nature of insurance against loss of income, due to illness or injury. No compensation of accrued sick leave shall be provided for any employee upon his death or termination of employment except as herein above provided. Sick leave shall not accrue during any period of leave of absence or layoff.

Section 2. Funeral Leave.

(a) An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, grandparent, brother, grandchildren, father-in-law, mother-in-law, son or daughter-in-law, sister-in-law and brother-in-law shall be allowed a maximum of two (2) days' time off duty without deduction of pay on account of such absence, provided that such time off shall be charged against accumulated sick leave, or if there is insufficient accumulated sick leave, then to sick leave subsequently accumulative.

(b) An additional two (2) days' leave shall be allowed an employee for necessary funeral travel time in the event of a death of any of the above listed relatives.

(c) Under exceptional circumstances, leave for death may be granted by the Operations Manager, or his designee, upon the death of a relative other than those listed above.

Section 3. Jury Duty. Regular full-time employees shall be granted leave with full pay, computed on the basis of the difference between the employee's salary and monies received when required to serve jury duty. If an employee assigned to first shift is excused as a juror with more than three (3) hours remaining in his work shift, he shall notify his immediate supervisor, and shall report to work the remainder of the shift if his immediate supervisor requests him to do. Employees assigned to work shifts other than the first day shift may be required to report for work on their normal shift as long as they have nine (9) hours off before they must report back to jury duty.

Section 4. Personal Leaves. Personal leaves for less than five (5) consecutive workdays must be requested in writing one month prior to the time of leave and must be approved by the employee's immediate supervisor and the Employer. Personal leaves for less than five (5) consecutive workdays for emergency or special personal situations may be requested verbally and may be granted by the employee's immediate supervisor up to a maximum of five (5) workdays in any calendar year.

Section 5. Military Leaves.

(a) Extended tours. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U. S. Coast Guard, the U. S. Public Health Service, or a National Guard component, may take a leave of absence for the length of the service. Military leaves for extended tours are without pay. Except as specifically required by applicable law, no benefits shall accrue during the period of the leave. An employee who does not request reinstatement according to the procedures and time limits specified by applicable law will be deemed a voluntary quit.

(b) Annual Training. Employees who are ordered to or volunteer to attend annual military training may take an unpaid leave of absence for the length of the training. An employee who does not immediately report for work after being released from such duty (excluding normal travel time) will be subject to discipline.

Section 6. Disability (Including Maternity and On-the-Job Injury) Leaves. All regular full-time employees are eligible for a disability leave of absence for up to three (3) months for recovery from bona fide physically disabling illnesses or injuries. All disability leaves are conditioned upon the employee furnishing satisfactory medical proof of need within five (5) days of any absence. Disability leaves are valid for a maximum of three (3) months and will only be extended in very unusual or emergency cases. Disability leaves will not be granted for more than twelve (12) months in any consecutive twenty-four (24) month period. Satisfactory medical proof must accompany the application (or any request for an extension) and will normally include a written statement from the treating physician clearly explaining why you will be unable to work, estimating the length of time you will need to recover and describing those conditions which make it physically impossible for the employee to do the employee's regular job or some other job.

Section 7. Benefits During a Leave of Absence. An employee who has been granted a leave of absence may use any remaining earned vacation time during the leave. Eligible employees may also continue medical coverage at their own expense by making advance arrangements with the Employer.

Section 8. Rules Governing Employees on Leaves of Absence: Application Procedures and Special Conditions. All leaves of absence shall also be subject to the following conditions:

(a) It is an employee's responsibility to initiate all arrangements for a leave of absence (or any allowable extension of an existing leave) and to provide any required medical proof or other documentation. Except in very unusual or emergency situations, all requests must be submitted to the Employer in writing at least thirty (30) calendar days prior to the proposed commencement of the leave (or any extension).

(b) An employee will be notified in writing when a request for a leave of absence (or extension) has been approved. An employee who misses work prior to that approval runs the risk that the request may be denied and the time missed counted against them under the attendance policy.

(c) An employee who applies for or engages in any work for compensation while on a leave of absence will be subject to immediate termination unless the Employer has consented to the arrangement in writing in advance. An employee who is off work on a disability leave must also obtain advance written permission from the treating physician.

(d) An employee who improperly applies for unemployment benefits while on a leave of absence will be subject to immediate termination.

(e) An employee who engages in any conduct or activity which violates restrictions imposed by a physician or which might otherwise delay full return to regular employment will be subject to disciplinary action up to and including termination of employment.

(f) Disability leaves are always granted for an estimated period of time. If the reason for the leave ceases to exist prior to the estimated expiration date, an employee is required to immediately inform the Employer so that he/she can be returned to employment. For example, if an employee has been granted a six (6) week leave of absence to recover from childbirth or a broken leg, and if the treating physician determines that he/she can return to work after four (4) weeks, the employee is required to inform the Employer immediately. An employee who knows or should have known that he/she was able (or released to) return to work and fails to do so for two (2) consecutive workdays (or shifts) will be considered a voluntary quit.

(g) An employee who is on disability leave for longer than four (4) weeks must contact the Employer not less than once a week (Wednesdays) throughout the period of the leave to advise of his/her progress. All requests for reinstatement/reemployment from a disability leave of absence must be presented in writing to the Employer within seventy-two (72) hours of such release by the employee's treating physician. Any employee who does not present such written reinstatement/reemployment request within the required seventy-two (72) hours will be considered a voluntary quit.

(h) An employee who is absent for more than three (3) days because of illness or injury must provide medical evidence to the Employer confirming his/her recovery and release to return to work, whether such release is a full release or a release with limitations, before the employee may return to his/her regular duties at the time he/she seeks to return to work.

(i) In the event there is any question of whether an employee should be granted a personal or medical leave of absence, and/or whether a physician's statement or return to work slip should be considered acceptable, it is the employee's responsibility to bring all relevant facts and documents to the Employer's attention.

(j) Employees on disability or personal leaves who request reinstatement within thirty (30) calendar days of the commencement of the original leave will be reinstated to their

original job. Employees who request reinstatement thereafter will be reinstated to their original job if it is available or, if not available, to any suitable job in the department covered by this Agreement, provided that the requirements for obtaining and returning from the leave are satisfied. (if no positions are available, the employee will be placed on a preferential hiring list.) The Employer will attempt to accommodate employees who are released to return to work under restrictions to the extent that positions are available for which they are qualified. An employee who is placed in some position other than his former job shall receive the normal compensation and benefits for the new position. An employee who refuses an offer of reinstatement or reemployment will be treated as a voluntary quit. (A job is "available" if the position exists, needs to be filled, and is not currently filled by any employee.)

(k) The Employer reserves the right to initiate a leave of absence in cases where it concludes that an employee's attendance, quality or quantity of work or efficiency have been adversely affected by some medical condition or personal circumstance.

(l) Except as expressly required by applicable law an employee who has not returned to work at the expiration of a leave and has not obtained an extension (where available) will be treated as a voluntary quit.

ARTICLE XIII HOLIDAYS

Section 1. The following holidays shall be recognized and observed as holidays:

| | |
|-----------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 2. Non-probationary eligible employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay, he shall be paid the overtime rate of time and one-half (1-1/2) for any holiday he is required to work or at the Employer's option shall receive compensating time and one-half (1-1/2) off. Such time off shall be scheduled by mutual agreement between the employee and the Employer.

Section 3. An eligible employee shall be any employee who has completed at least sixty (60) days of his probationary period prior to the holiday.

Section 4. No employee shall receive holiday pay if the employee is absent for all or part of his scheduled workday either immediately preceding or immediately following the holiday or adjacent, single or consecutive days off unless he has applied to his supervisor in writing for permission to be so absent and such written request has been applied for and approved by the Operations Manager within that pay period.

Section 5. If an employee is on sick leave and a holiday is observed, he shall be paid for such a holiday subject to the restrictions as outlined in Article XIII, Section 4, and it shall not count against his accumulated sick leave.

ARTICLE XIV
VACATIONS

All employees shall receive vacations with pay in accordance with the policies of the Metropolitan Exposition-Recreation Commission.

| <u>Total Years of Service</u> | <u>Accrual Rate @24 Pay Periods Per Year</u> | <u>Vacation Rate Per Year</u> |
|-------------------------------|--|-------------------------------|
| 0 through 4 | 3.34 hours | 80 hours |
| 5 through 9 | 5.00 hours | 120 hours |
| 10 through 14 | 5.84 hours | 140 hours |
| 15 through 19 | 6.67 hours | 160 hours |
| 20 through 24 | 7.50 hours | 180 hours |
| <u>25 or more</u> | <u>8.34 hours</u> | <u>200 hours</u> |
| Sick Leave: | 4.34 | 104 hours sick leave |

Employees who do not provide at least two (2) weeks' written notice of their intent to quit shall be ineligible for pro rata vacation pay. The Employer may, in its sole discretion, waive the two-week written notice provision of this Article in the event of an emergency situation. Employees who are terminated for just cause shall be ineligible for a pro rata vacation pay.

ARTICLE XV
HEALTH AND LIFE INSURANCE PROGRAMS

The employer is presently providing or makes available certain health and life insurance programs to its employees and dependents under a program by which the premiums therefore are fully paid for by the Employer. The Employer will maintain these programs or their substantial equivalent, for the life of this Agreement and shall continue to pay the full premium thereof.

ARTICLE XVI
ACCIDENT INSURANCE

The accident insurance program will be in accordance with the Metropolitan Exposition-Recreation Commission plans and policies, and this program its substantial equivalent will be maintained for the term of this agreement.

ARTICLE XVII
PUBLIC EMPLOYEE RETIREMENT SYSTEM

The Employer presently participates in the Public Employees Retirement System of the Metropolitan Exposition-Recreation Commission on behalf of eligible employees. The Employer agrees to maintain such participation for the term of this Agreement.

ARTICLE XVIII
GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, age, sex, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or, except as otherwise provided in Article III, Section 1, to refrain from any or all such activities, and there shall be no discrimination by either the Employer or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the rights of an individual employee to represent himself in individual personal matters, provided such representation proceeds through proper supervisory channels. The failure of an employee to pursue their individual personal matters through proper supervisory channels may result in discipline, up to and including termination.

Section 2. Visits by Union Representatives. The Employer agrees that accredited representatives of the Union, upon reasonable and proper advance introduction, shall have reasonable access to the premises of the Oregon Convention Center at any time during working hours for the purpose of assisting in the administration of this Agreement; provided, that they do not interfere or cause workers to neglect their work, and/or interfere with activities or events in progress, or administrative or security functions, parking functions and/or any other building activity that would otherwise be interrupted by their activities and such activities shall be restricted from

the Oregon Convention Center when union representatives are on duty as an employee of the Oregon Convention Center.

Section 3. All matters relating to contract administration, contract negotiations, grievance adjustment and arbitrations will be performed on the employee's own time.

Section 4. Existing Conditions. The Employer may implement changes in current work rules, provided, however, that such work rules shall not conflict with any provision of this agreement and the Employer agrees to notify the Union in advance of such work rule changes. The Employer will discuss the proposed changes with the Union, if requested to do so within ten (10) days of the date on which the Union first receives notice of the proposed rule changes.

Section 5. Rules. The parties jointly recognize that the Metropolitan Exposition-Recreation Commission is responsible to the public generally for the performance of the functions and services performed by the Employer at the Oregon Convention Center. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Union and to affected employees.

Section 6. Payday Payday shall be twice a month on or about the 6th and 21st and in no case shall employees be paid more than eight (8) calendar days after the end of the applicable pay period, or such lesser period as is required to process paychecks through centralized payroll procedures. Employees shall be paid prior to the end of their assigned shift, exclusive of the lunch period.

Section 7. The Employer shall make available to all Oregon Convention Center employees a suitable place, designated by the Employer, to eat lunches and change clothing. It will be the responsibility of the user employees to keep this place clean, orderly and sanitary.

Section 8. There shall be a minimum turnaround period of eight (8) hours between the end of an employee's regular shift and the beginning of the next shift or call-in unless the employee is compensated at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight-time wage rate. The Employer will make every effort to inform employees of such a schedule change at least four (4) hours in advance of such change unless emergency conditions dictate otherwise. Employees are responsible for their own schedule verification at the end of each scheduled workshift which they work.

ARTICLE XIX
PROMOTION AND TRANSFERS

The Employer agrees to make available to all bargaining unit members, job openings in any of its facilities. It will post the job openings pursuant to the established Metropolitan Exposition-Recreation Commission policy before applications are taken to fill the openings.

ARTICLE XX
DRUG AND ALCOHOL POLICY

Section 1. An employee who believes that he/she has a problem involving the use of alcohol or drugs can ask the supervisor or a member of the personnel department for confidential assistance. No discipline or discrimination will result from an employee asking for such assistance, although a "reentry" or performance contract will be required of an employee once the problems have been identified or assessed and a treatment program started. Failure to sign or to live up to the performance contract or treatment program obligations will be grounds for discipline, including termination.

The parties to this contract also agree to work jointly with the employee to identify all Metropolitan Exposition-Recreation Commission and, if applicable, union benefits and benefit programs that may be available to help deal with the problem, such as leaves of absence, sick pay, short-term or long-term disability pay, and health insurance. Any continuing rehabilitation treatment will be paid for by the employee and whatever employee coverage for such treatment that is provided by the existing benefits package. The request for assistance and any later treatment program will be kept as confidential as possible under all the factual circumstances.

Although the Employer recognizes that alcohol and drug abuse can sometimes be successfully treated and it is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek such assistance BEFORE drug or alcohol problems lead to on-the-job safety or misconduct incidents, or violations of this policy and to corresponding disciplinary action. AFTER a violation of this policy occurs, or AFTER a drug-or alcohol-related accident, an employee's willingness to seek Metropolitan Exposition-Recreation Commission or outside assistance will NOT "excuse" the violation and generally will have no bearing on the determination of an appropriate penalty.

Section 2. Prohibited Conduct

A. Alcohol.

The possession, transfer, sale, offering, consumption or being under the influence of any intoxicating liquor while on Metropolitan Exposition-Recreation Commission property is prohibited. **IMPORTANT:** The conduct prohibited includes consumption of any intoxicating liquor prior to reporting to work or during breaks or lunch period or on the job. For purposes of this provision, "under the influence" shall be defined as a blood alcohol content of .02 or higher.

B. Drugs

The possession, transfer, sale, offering, consumption or being under the influence of any narcotic, hallucinogen, stimulant, sedative, or drugs (except as authorized and prescribed by a physician and then only if reported to the supervisor prior to beginning work) while on Metropolitan Exposition-Recreation Commission property, or time (such as on customer's premises).

EXCEPTION: The use of medically-prescribed or over-the-counter drugs during working hours is approved, and an employee shall have no obligation to inform his or her supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing his or her job safely and adequately; for example, operating mechanical equipment. An employee must inform his or her supervisor that he/she is taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day he or she uses the medication.

IMPORTANT: The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during breaks or lunch period or on the job. An employee who tests "positive" for any such substances by screening and confirmation tests, including an employee who tests positive as the result of an authorized prescribed substance that was not reported to the supervisor prior to beginning work, will be deemed "under the influence" for purposes of this rule.

The only exception is that less than 50 nanograms of THC, the active ingredient in marijuana, will not be considered a positive test.

Section 3. Right to Test

When the Employer suspects that an employee has consumed or is under the influence of alcohol or any other

substance or is otherwise in violation of this policy, the Employer may request the employee submit to appropriate tests for alcohol or prohibited drugs or substances in his/her system, including urinalysis. Failure to promptly give written consent, without qualification, to such testing and failure to provide samples for such testing will be grounds for immediate suspension pending further investigation and consideration, and for possible discipline, including termination.

The Employer will bear the expense of all testing under this provision requested by the Employer. A positive test must be confirmed by a second test which uses a different methodology than the one which was used for the initial positive result. An employee subject to testing will, upon request, receive a sample of the tested substance so that the employee can submit it to an independent lab (one not chosen by the Employer) for verification.

An employee determined to have violated this rule for the first time will not automatically be subject to discipline or discharge depending on the circumstances of the violation and whether he or she agrees to complete an approved substance abuse program. Second or subsequent violations of this rule may result in discipline, up to and including discharge.

The results of all investigations, tests, and discipline will be kept strictly confidential to the extent permitted by law, except that such information will be made available on request by the employee.

ARTICLE XXI **SAVINGS CLAUSE AND FUNDING**

Section 1. Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by the Metro Service District Council's established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue. The Employer has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Employer agrees

to include in its annual budget amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to sources of revenue in connection therewith.

ARTICLE XXII
TERM AND TERMINATIONS

Section 1. Term. This Agreement shall be effective as of September 1, 1990 and, except as specified in Exhibits A and B, shall remain in full force and effect through the last day of June, 1993. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice.

Section 2. Closure. The Employer shall have no obligation to bargain with the Union with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.

Section 3. Amendment. This Agreement may be amended at any time by mutual agreement of the Union and the Employer; any such amendment shall be in writing and signed by both parties.

Section 4. Union Obligation. As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this contract shall ever be construed to interfere with any obligation of the Union to such International Alliance by reason of a prior obligation, but this shall in no event be construed so as to conflict with any applicable state or federal laws.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 30th day of August, 1990.

FOR THE EMPLOYER
METROPOLITAN EXPOSITION-
RECREATION COMMISSION

TCE

FOR THE UNION
IATSE LOCAL 28

John R DiLacorte
Thomas Bugas

Approved as to Form
D. B. Cofer

UTILITY WORKERS - EXHIBIT A

| <u>Classification</u> | <u>Step #</u> | <u>Effective 09/01/90</u> | <u>Effective 07/01/91</u> | <u>Effective 07/01/92</u> |
|---|---------------|---------------------------|---------------------------|---------------------------|
| Utility Worker I | 1 | \$ 7.55 | \$ 7.85 | \$ 8.16 |
| | 2 | 7.93 | 8.25 | 8.58 |
| | 3 | 8.32 | 8.65 | 8.99 |
| Utility Worker II ** | 1 | \$ 8.47 | \$ 8.81 | \$ 9.16 |
| | 2 | 8.89 | 9.25 | 9.62 |
| | 3 | 9.33 | 9.70 | 10.09 |
| | 4 | 9.56 | 9.94 | 10.34 |
| | 5 | 9.81 | 10.20 | 10.61 |
| Utility Lead or Utility Grounds Lead | 1 | \$ 9.20 | \$ 9.57 | \$ 9.95 |
| | 2 | 9.65 | 10.04 | 10.44 |
| | 3 | 9.90 | 10.30 | 10.71 |
| | 4 | 10.15 | 10.56 | 10.98 |
| | 5 | 10.45 | 10.87 | 11.30 |
| | 6 | 10.77 | 11.20 | 11.65 |
| Utility Maintenance | 1 | \$ 9.21 | \$ 9.58 | \$ 9.96 |
| | 2 | 9.66 | 10.05 | 10.45 |
| | 3 | 10.15 | 10.56 | 10.98 |
| | 4 | 10.40 | 10.82 | 11.25 |
| | 5 | 10.66 | 11.09 | 11.53 |
| Utility Grounds Maintenance | 1 | \$ 8.83 | \$ 9.18 | \$ 9.55 |
| | 2 | 9.28 | 9.65 | 10.04 |
| | 3 | 9.62 | 10.01 | 10.41 |
| | 4 | 9.86 | 10.25 | 10.67 |
| | 5 | 10.12 | 10.53 | 10.95 |
| Event Custodian ** | 1 | \$ 7.00 | \$ 7.28 | \$ 7.57 |
| | 2 | 7.35 | 7.64 | 7.95 |

* Utility Worker II is a promotional step from Utility Worker I. When this occurs, the probationary period does not apply to the promotional move and the promoted employee is moved automatically into step 2 of the Utility Custodian II category.

Upon employment of a new employee with adequate experience to be qualified in the category of Utility Custodian II, that employee

would be subject to completion of the probationary step at the probationary rate.

** Event Custodians shall be ineligible for all Employer provided fringe benefits under this Agreement, including but not limited to Holidays, Article XIII, Vacations, Article XIV, Health and Life Insurance, Article XV, Sick Leave and Funeral Leave and Jury Duty, Article XII, and Public Employee Retirement System, Article XVII. Event Custodians shall be covered under the remaining provisions of this Agreement, including shift differential pay.

1. Employees shall be compensated on the basis of time worked in the classifications set forth in this Exhibit A, subject to a minimum four (4) hour call if an employee is scheduled and is not notified of a schedule change prior to reporting for work. The Employer will make every effort to inform employees of a schedule change unless emergency conditions dictate otherwise.
2. All time worked over eight (8) hours on any work shift or over forty (40) hours in any workweek shall be compensated at time and one-half (1½) the employee's regular hourly wage rate. In no event shall overtime pay be duplicated or pyramided.
3. The regular hours of work shall be consecutive except for lunch periods which shall be uncompensated.
4. Except in case of emergency, utility employees will receive a fifteen (15) minute rest period which shall be taken as directed by the Employer as near as is practicable to the middle of each one-half shift. Such rest period shall be deemed to start at the time the employee stops work and shall end at the time the employee recommences work at his work-station.
5. Job specifications shall be as determined by the Employer.
6. Employees assigned to work a third shift shall receive a shift differential of 25 cents per hour. Third shift assignments are from 11:00 p.m. through 3:59 a.m. Shift differential pay is applicable and consistent through the entire shift as dictated by the starting time of the shift during each of those respective periods.
7. The work shift of utility workers shall normally consist of eight (8) consecutive hours of work, and the workweek of utility workers shall normally consist of forty (40) hours from midnight Wednesday through the succeeding Wednesday at 11:59 p.m. The normal workday or workweek shall not constitute a guarantee of hours of work per day or per week.
8. No employee's hourly rate of pay shall be reduced as a result of this Agreement.

MERIT SYSTEM - EXHIBIT B

Step 1 (Probationary Step) - Step 1 is the probationary step or entry level step. Employee must start at this level for at least thirty (30) calendar days but not more than one hundred eighty (180) calendar days. During this period, the Employee will be evaluated two (2) times, once approximately every three (3) months.

These evaluations are to determine if the employee possesses the ability and/or potential to perform the job class effectively. An employee would automatically move to Step 2 after receiving a standard or above standard rating at the end of his probationary period. If the employee rating were below standard, the employee would be terminated during his probationary period.

Step 2 Training Step) - Step 2 is a period of one year (except for Utility Lead which will have a two-year training period). Generally, this is a time an employee amasses the training and/or knowledge necessary to properly perform the duties of his job. An employee at this step would be evaluated two times, the first time six months after his move to Step 2, and the second one year after the movement to Step 2.

An employee who receives two consecutive evaluations of standard or above would automatically move to Step 3 after one year. An employee who receives below standard ratings would be extended in Step 2 until two consecutive standard evaluations are submitted by the employee's supervisor (an employee would receive special follow-up evaluations every three months in this circumstance).

Step 3 (Full Performance) - This is the step at which an employee is trained and performing at full capacity (except for Utility Lead). This is the salary level stipulated for standard performance. An employee in this step would receive twice yearly evaluations. Employees in the Utility Lead classification would move to Step 4 after one year provided the employee has received standard or above standard evaluations. Step 4 would therefore be considered the full performance step for the Utility Lead classification with Steps 5 and 6 serving as the merit steps. To be eligible for merit steps in the Utility Lead classification, an employee would have to be in Step 4 for at least one year and must have received two consecutive evaluations of above standard.

Step 4 (Merit Step) - In order for an employee to be eligible for Step 4 (Step 5 for Utility Lead Maintenance), he or she must have been in Step 3 for at least one year and must have received two (2) consecutive evaluations of above standard. In order for an employee to move into the merit steps, this move must be approved by the Operations Manager, based on a recommendation from the employee's Supervisor. An employee may be removed from Step 4 and demoted to Step 3 if the employee receives two consecutive below standard evaluations. Any evaluations more than forty-five (45) days late will be automatically considered "above standard".

Step 5 (Merit Step) - Step 5 is also a merit step. To reach Step 5 (Step 6 for Utility Lead), an employee must have been in Step 4 for a period of at least one year, and must during that time, receive two consecutive evaluations of above standard. Any evaluation more than forty-five (45) days late will be automatically considered "above standard". A move to Step 5 is subject to the Operation Manager's approval based on the Supervisor's recommendation. An employee may be removed from Step 5 and demoted to Step 4 if the employee receives two consecutive below standard evaluations. Any evaluations more than forty-five (45) days late will be automatically considered "above standard".

Employees shall be evaluated by the supervisor most familiar with the employee's job performance. The parties to this contract agree that it is important that employee evaluations be performed in a timely fashion. Any evaluation more than forty-five (45) days late will be automatically considered "above standard".

Employees who have not achieved the merit step and who receive less than standard evaluations will remain at their current step until such time as they receive standard evaluations two consecutive times enabling them to move up to the next successive step. In other words, employees in positions other than utility lead will not be demoted while in Steps 2 and 3 for receiving less than standard evaluations. Employees working in the Utility Lead classification will not be demoted while working in Steps 2, 3 or 4 for receiving less than standard evaluations. Any evaluation more than forty-five (45) days late will be automatically considered "above standard".

The intent of the merit system is to provide an incentive for employees to continue to perform at above standard levels. The parties understand and agree that employees who achieve merit status and then perform at less than above standard levels will not be eligible to remain in their current merit step and instead, will be reduced to the next succeeding step. It is further agreed that such reduction is not considered a demotion

