

Metropolitan Exposition-Recreation Commission

Resolution #94-16

Authorizing the Chairman and Secretary/Treasurer to execute, on behalf of the Commission, a collective bargaining agreement with American Federation of State, County and Municipal Employees (AFSCME) Local 3580-1.

The Commission finds:

1. That the IATSE Local 28 Agreement expired June 30, 1993.
2. That employees voted in a secret ballot election to change union representation to AFSCME in August, 1993.
3. That AFSCME requested to negotiate a new Agreement in September, 1993.
4. That Metro and MERC staff have met with union representatives and negotiated changes to wage rates and language issues.
5. That negotiations were successfully concluded with a tentative agreement on wages and language issues.
6. That the Union ratified the Agreement on April 6, 1994.
7. That the term of the Agreement is from the final date of ratification and expires June 30, 1996.

BE IT THEREFORE RESOLVED that the tentative agreement between MERC, Metro and AFSCME Local 3580-1 a copy attached, be hereby approved and the Chairman and Secretary/Treasurer are authorized to execute the Agreement of behalf of the Commission.

Passed by the Commission on April 20, 1994.




Chairman



Secretary/Treasurer

Approved as to Form
Daniel B. Cooper, General Counsel



Mark B. Williams
Senior Assistant Counsel

MERC STAFF REPORT

Agenda/Item/Issue: CONSIDERATION OF RESOLUTION TO RATIFY AFSCME Local 3580-1 TENTATIVE AGREEMENT.

Resolution No. 94-16

Date: April 20, 1994

Presented by Craig Cowan

BACKGROUND: The American Federation & State, County and Municipal Employees (AFSCME) Local 3580-1 represents full-time utility employees and part-time event custodians at the Oregon Convention Center and full time utility Maintenance Specialists at Expo.

Before August, 1993, the Oregon Convention Center Utility employees were represented by IATSE Local 28 and were covered by an Agreement that expired June 30, 1993. In August, 1993, the above employees voted in a secret ballot conducted by the State Employment Relations Board to change union representation. Since the election, and as required by law, these employees have not had their wage rates, and working conditions changed since July 1, 1992.

AFSCME requested to bargain a new Agreement in September, 1993. Metro Personnel staff and MERC management staff bargained with union representatives and successfully reached a tentative agreement. The union notified Personnel of ratification of the tentative agreement on April 6, 1994.

The major elements of the tentative agreement are as follows:

Term of Agreement: Effective on the final date of ratification to June 30, 1996.

Wages

- Establish a single hourly pay rate for each classification in the bargaining unit. The previous Agreement provided that an employee could receive a general cost of living wage adjustment and automatic salary step increases on an annual basis. The new Agreement limits future wage increases exclusively to cost of living adjustments only.
- To transition to a one step salary schedule, a one time implementation increase of an average of 6.2% beginning on the final date of ratification and 3.6% wage rate increases on July 1, 1994 and July 1, 1995.

- A one time lump sum payment of \$550.00 to full time employees and a prorated dollar amount for part time non-probationary employees effective on the final date of ratification of the Agreement because the employees have been without a contract since July 1, 1993 with no associated general wage increase.

Insurance

- Establish a maximum dollar cap on MERC'S dollar contribution for employee health, dental and vision insurance. Under the previous Agreement, there was no insurance cap.
- Starting July 1, 1994 the employer's contribution for medical, dental and vision insurances will increase by 10% July 1, 1994 and 12% July 1, 1995 based on the 1990 composite rate.
- If AFSCME successfully negotiates an increase to the maximum cap at Metro, the same increase will apply to the MERC's AFSCME unit.

Shift Differential

- Establish a \$.30 per hour shift differential pay if an employee works a shift that starts between the hours of 2:00 pm and 9:59 pm and increase the graveyard shift differential from \$.25 to \$.40 per hour if an employee works a shift that starts between the hours of 10:00 pm and 4:59 am effective the date of final ratification.

Language Changes The following represents improvements in the new Agreement:

- Modify the union security clause to ensure it is lawful under Oregon law.
- Limit an arbitrator's authority to establish or revise classifications or wage rates.
- Affirm that overtime work assigned can be required by management.
- Add temporary reduction in pay as an additional disciplinary action that management can utilize to discipline employees.
- Change paydays from the 6th and 21st to the 10th and 25th of each month. This change will provide that bargaining unit employees are paid on the same day as other MERC employees.

- Modify military leave clause to ensure it conforms to the law.
- Any request by an employee to change work shift hours or trade shift hours which is approved by the management exempts MERC from providing premium pay for such changes.
- Establish that employee's probationary period can be extended by the number of days an employee is on leave without pay if such leave exceeds 10 consecutive work days.
- Affirm that hours worked for purposes of computing overtime hours excludes holiday pay, sick leave, vacation leave.
- Eliminate 4 hours required reporting pay if an employee reports to work and no work is available.
- Eliminate 15 days of paid leave for workers compensation claims.
- Eliminate prohibition that MERC can't lay off employees if use contract labor.
- Establish work scheduling systems based on twice yearly bids by seniority. Retain the right to change shift hours to meet operating needs.

Fiscal Impact

The cost of the tentative agreement is included in the personal services budget approved by the Commission for fiscal year 1993-94.

Recommendation

In view of the fact that tentative agreement is within budgeted resources available and there are meaningful improvements to the Agreement, it is recommended that the Commission notify the tentative agreement and authorize the chairman and secretary of treasury to sign the Agreement.

AGREEMENT

between

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES LOCAL 3580-1**

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PREAMBLE

This Agreement is entered into by the Metropolitan Exposition-Recreation Commission, hereinafter referred to as the Employer, Metro and the American Federation of State, County and Municipal Employees Local 3580-1 hereinafter referred to as the Union.

The purpose of this Agreement is to set forth the full and complete agreement between the Employer, Metro and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with the Employer's and the Union's mutual objective of providing ever improved services to the public.

This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all full or part time utility personnel employed by MERC at the Oregon Convention Center Operations Department including Event Custodians as reflected in Exhibit A of this Agreement, excluding supervisors and confidential employees as defined by ORS 243.650 (6) and (14), employees represented by other unions, office and clerical employees, guards and professional employees. The Employer also recognizes the Union as the exclusive representative for full time Utility Maintenance Specialist employed by MERC at Expo, excluding all other employees at that facility.

Section 2. Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

ARTICLE 2 MANAGEMENT RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer and Metro retain all rights of management of MERC functions, direction and control of its workforce, facilities, properties, and activities. Rights of management shall include, but not be limited to: the right to direct the activities of the workforce, determine the level of service and method of operation and introducing new processes or procedures; hire, promote, demote, transfer, assign, reassign employees; discipline employees consistent with this Agreement; to lay off employees; schedule work; to complete performance evaluations; to classify, reclassify or merge positions as required; to make, publish and enforce rules and regulations including personnel and work rules and policies that do not violate any specific provision of this Agreement.

ARTICLE 3 UNION SECURITY

Section 1. All employees covered by this Agreement shall within thirty (30) days of employment either become and remain a member of the Union or tender to the Union his/her fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religions body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.

Section 2. Fair share payments authorized by this article shall be deducted by the Employer. The Union assumes responsibility for repayment of monies found to be illegally deducted by the Employer under this Article. It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes and laws.

The Union agrees that it will indemnify and save the Employer harmless from all suits, actions, and claims against the Employer or persons acting on behalf of the Employer arising out of the Employer's faithful compliance with the terms of this Article, provided the Employer notifies the Union in writing of such claim and tenders the defense to the Union.

Section 3. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to Oregon AFSCME Council 75 at its headquarters office as specified by the Union. The total amount of the monies deducted for regular union dues and fair share payments shall be transmitted to the Union within ten (10) calendar days after the payroll deduction is made. The performance of these services is at no cost to the Union.

The Union agrees that it will indemnify and save the Employer harmless from all suits, actions and claims against the Employer or persons acting on behalf of the Employer arising out of the Employer's faithful compliance with the terms of this Article, provided the Employer notifies the Union in writing of such claim and tenders the defense to the Union.

ARTICLE 4 NO STRIKE OR LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike or any other interference with the work and statutory functions or obligations of MERC. During the term of this Agreement neither MERC nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 2. If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 1 above to return to work.

ARTICLE 5 UNION REPRESENTATIVES

Section 1. Stewards.

- a) Within 30 calendar days from the signing of this Agreement, the Union will notify the Operations Manager in writing of the names of designated Stewards. The list will be updated as necessary.
- b) Upon prior notice to their immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- c) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- d) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.
- e) Internal union business shall be conducted by Stewards and employees during their non-duty time.
- f) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.

Section 2. Union Staff Visits.

Union Representatives from AFSCME Council 75 will be allowed to visit work areas of employees during work hours regarding matters affecting their employment. Council 75 representatives shall be subject to normal building security requirements unless special arrangements are made. Such visits shall not interfere with employees duties or interfere with building activities or events in progress.

ARTICLE 6 MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment established by its individual operations at Oregon Convention Center and EXPO which constitute an economic benefit to employees covered by this Agreement shall be maintained at not less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

Section 2. This article of the Agreement shall not apply to inadvertent or bone fide errors made by Metro or the employer. Any disagreement regarding errors shall be resolved through the grievance procedure.

ARTICLE 7 NON-DISCRIMINATION

Section 1. The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation or Union activity.

Section 2. Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation which is brought to the Union for processing will be submitted directly to the Metro Affirmative Action Officer either verbally or in writing. If the complaint is not resolved within ten (10) working days from the date of receipt of the complaint, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 3. If any employee has a grievance alleging unlawful discrimination based on union activity, it shall be submitted at step 3 of the grievance procedure with a copy to the Metro Office of Personnel. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 8 WORK SCHEDULES

Section 1. The normal work schedule for full time utility employees shall be forty (40) hours in a work week with five (5) consecutive days of work and two (2) consecutive days off. Hours of work for part time Event Custodians shall be determined by event requirements as they arise. Full time Utility Maintenance Specialists at Expo shall continue the current practice regarding work schedules.

Section 2. Except for part time Event Custodians at the Convention Center and full time Utility Maintenance Specialists at Expo, employees shall bid for work shifts established by the Employer under the following conditions:

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st. However, to provide for initial implementation, the normal shift change of May 1, 1994 shall be suspended and the first bidding shall be completed and implemented on June 1, 1994.
- b) When shifts and days off are bid, the employee shall identify in writing to his/her immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 20 (Seniority), except as stated in subsection (c).
- c) A newly hired employee on initial probation shall be placed on a swing shift for the first three (3) full calendar months of employment and thereafter will be placed in the shift based on seniority.

Section 3. Work schedules shall be posted two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be changed to meet building or event needs with no less than eight (8) hours prior notice.

Section 4. Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.

Section 5. Where employees voluntarily request a change in their work schedule and the Employer agrees, employees waive all premium pay and overtime that exceed eight (8) hours in a day, but does not waive forty (4) hours in a workweek.

Section 6. Where employees agree to trade shifts, and it is approved by the Employer in advance, such change will not result in any overtime liability to the Employer.

Section 7. Work hours assigned to employees shall not constitute a guarantee of hours of work per day or per week.

Section 8. If an employee can not report to work as scheduled, the employee must call the designated person two (2) hours before their scheduled shift starts.

Section 9. Employees whose work shift is changed from one shift to another shift, unless relieved from work at least for eight (8) hours before starting their new shift shall be paid the overtime rate for the first such new shift worked.

ARTICLE 9 OVERTIME

Section 1. The workweek is defined as seven (7) consecutive calendar days beginning at 12:01 a.m. on Thursday, and ending on the following Wednesday at 12:00 midnight. A workday is the 24 hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

Section 2. Employees will be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

Section 3. Part time Event Custodians scheduled for less than eight (8) hours in a day or forty (40) hours in a week will receive straight time pay for additional time worked rather than overtime until the hours worked exceed eight (8) hours in a day or forty (40) hours in a workweek.

Section 4. Employees will receive cash for overtime worked.

Section 5. For purposes of computing overtime, hours worked will include only time actually worked, and shall not include holiday pay, vacation and sick leave pay or compensable on-the-job injury pay.

Section 6. No overtime shall be worked without prior approval of the immediate supervisor or designee.

Section 7. The Employer shall give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer shall assign the necessary number of employees to work overtime. Any employee who declines to work overtime waives by that amount, any right to equal overtime in the future.

Section 8. Application of the overtime section shall not be construed to provide for compensation for overtime at a rate exceeding time and one-half or to effect a "pyramiding" of overtime and all forms of premium pay.

ARTICLE 10 SHIFT DIFFERENTIAL PAY

Section 1. Shift differential pay shall apply to all bargaining unit employees. For purposes of pay in this article only, swing shift shall be defined as any shift that begins between the hours of 2:00 p.m. and 9:59 p.m. An employee shall be paid \$.30 per hour for all hours worked on that shift.

For purposes of pay in this article, graveyard shift shall be defined as any shift that begins between the hours of 10:00 p.m. and 4:59 a.m.. An employee shall be paid \$.40 per hour for all hours worked on that shift.

If an employee assigned to swing shift works one half or more of graveyard shift hours as defined above, the employee shall receive the higher shift differential pay for the entire shift. An employee's initial shift differential pay rate shall be used in the computation of the overtime rate.

Section 2. Shift differential pay shall not apply when an employee is on leave with pay.

ARTICLE 11 WORK OUT OF CLASSIFICATION

An employee who is assigned for a limited period of time to perform the major distinguishing duties of a position in a higher classification for more than three (3) consecutive work days per occurrence shall be paid at the next step in their salary range or at the first step in the salary range designated for the higher classification if the employee is at the top of their salary range. When a work out of classification assignment is made that exceed three (3) consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

ARTICLE 12 SALARY ADMINISTRATION

Section 1. Pay for bargaining unit employees shall be in accordance with Exhibit A of this Agreement.

Section 2. Upon successful completion of initial probation, an employee shall move to the nonprobationary pay rate for his/her classification.

Section 3. To implement Exhibit A on the effective date of this Agreement, employees on initial probation on the effective date of this Agreement shall be paid the Probationary Pay Step for their classification. Nonprobationary employees shall be paid the pay rate stated in Exhibit A for their classification. Employees hired after the effective date of this Agreement shall be paid at the Probationary Pay Rate for their classification.

Section 4. Any salary increase agreed upon during any period of FY 1993-94 shall only apply to individuals who are employees on the date the Agreement is signed.

Section 5. If final ratification of the Agreement takes place during the payroll period of the 16th through the 31st for the payday on the 6th of the month, then employees shall receive their paycheck on the 6th and also receive the lump sum payment stated in section 6 of this Article. The next payday shall then be on the 25th of the month.

If final ratification of the Agreement takes place during the payroll period of the 1st through the 15th for the payday on the 21st of the month, then employees shall receive their paycheck on the 21st and also receive the lump sum payment stated in section 6 of this article. The next payday shall then be on the 10th of the month.

Thereafter, paydays shall be as stated in this section below.

The Employer and the Union agree that the standard pay days will be on the 10th and the 25th of each month, or the immediately preceding business day in the case where a payday falls on a holiday or weekend.

Section 6. The Employer agrees to grant a one-time lump sum payment of \$550 to all full time employees currently on the payroll and permanent nonprobationary Event Custodians shall receive a pro-rated payment on the number of hours worked between July 1, 1993 and February 28, 1994 divided by the number of regular full time hours during the same period (1400) hours under the conditions stated in Section 5 of this Article.

ARTICLE 13 INSURANCES

Section 1. For the purposes of this article, the 1990-91 composite rate is \$277.93 for full time employees covered by the indemnity plan and \$275.81 for full time employees covered by the HMO plan.

- a) From the signing of this Agreement to June 30, 1994 the Employer shall continue current benefit levels and contribution rates.
- b) Effective July 1, 1994, the Employer shall contribute an amount not to exceed 142.5% of the 1990-91 composite rate for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity plan.
- c) Effective July 1, 1995, the Employer shall contribute an amount not to exceed 154.5% of the 1990-91 composite for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity plan. However if the AFSCME Agreement at Metro contains a higher dollar cap for FY 95-96 than the cap in this Agreement, then the higher cap will apply to this bargaining unit also.

Section 2. Life insurance and additional dependent life and disability coverages shall be maintained at current levels at no cost to the employee unless adjustments are made by the joint Metro/AFSCME committee to keep medical, dental and vision costs below the cap for that coverage.

Section 3. No later than thirty (30) calendar days from the signing of this Agreement, Metro, the Employer and the Union agree that one (1) bargaining unit representative and one (1) management representative shall be added to the Metro/AFSCME Insurance Committee. The Employer and AFSCME's Convention Center bargaining unit shall be covered and bound by any and all decisions and processes that have been established for the Metro/AFSCME Insurance Committee.

ARTICLE 14 RETIREMENT

Employees shall continue to be eligible for participation in the Public Employee Retirement System pursuant to the law. Full time employees shall continue to have the Employer "pick up" their required 6% monthly contribution to the Public Employee Retirement System. If during the term of this Agreement, the Employer "pick-up" of the employee's required 6% contribution becomes unlawful or unenforceable, the Union may invoke Article 31 (Savings Clause).

ARTICLE 15 VACATION LEAVE

Section 1. Except for Event Custodians, vacation leave with pay for full time employees shall accrue at the rate shown below:

<u>Total Years of Service</u>	<u>Accrual Rate at 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
25 or more	8.34 hours	200 hours

Employees who have successfully completed the initial probationary period and have received a full time appointment are eligible to take accrued vacation leave with pay.

Section 2. Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250 hour cap, the employee will schedule such time off pursuant to Section 4 of this Article.

Section 3. Any non-probationary full time employee who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period.

Section 4. The Operations Manager or his/her designee shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation requests shall be submitted through the employee's immediate supervisor and approved by the Operations Manager on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

ARTICLE 16 SICK LEAVE

Section 1. Except for part time Event Custodians, sick leave shall accrue at the rate of 4.33 hours per payroll period, or 104 hours per year, accrued in an unlimited amount. Sick leave shall not accrue during any period of leave without pay.

Section 2. An employee who meets any one of the following criteria may be deemed a high sick leave user:

- a) Exhaustion of all accrued sick leave,
- b) Use of thirty-two (32) hours of sick leave in the preceding 6 months, or
- c) Use of sick leave on five (5) or more separate occasions in the preceding six (6) months.
- d) An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be deemed a high sick leave utilizer.

Section 3. An employee may use his/her accrued sick leave when temporarily unable to perform his/her work duties by reason of personal illness or injury, disability, medical or dental care subject to the limitations stated in this section and other sections of this article. An employee may use up to four (4) sick leave hours to visit a physician for medical or dental care per visit. In addition, where an employee's spouse, parent, child or other person for whom the employee is legal guardian becomes seriously ill, the employee will be permitted to use accrued sick leave hours. A maximum of forty (40) hours or five (5) working days per fiscal year may be used. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days cited above.

Section 4. An employee must notify the supervisor on duty of the nature and expected length of such absence at least two (2) hours before the start of the employee's shift.

Section 5. An employee shall be entitled to use a maximum of four (4) consecutive work days sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate.

Section 6. If an employee meets one or more of the criteria specified in Section 2 above and the employer thinks that the employee is abusing the use of sick leave hours, the supervisor shall meet with the employee and his/her union representative to discuss the problem. If, after the meeting, there is evidence that the employee is abusing sick leave hours, he/she shall be placed on sick leave probation for six (6) months and may be required to obtain a doctor's certification for each absence due to injury or illness.

Section 7. An employee who continues to abuse sick leave hours after being placed on sick leave probation shall be subject to discipline pursuant to Article 16 of this Agreement.

Section 8. Where the Employer has reason to believe an employee is not physically capable of performing the duties of his/her position, the Operations Manager, may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of his/her position

Section 9. The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10. Full time employees using twenty-four (24) hours or less of sick leave hours within on (1) fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave hours at the end of the fiscal year.

ARTICLE 17 HOLIDAYS

Section 1. The following shall be considered holidays for full time employees:

- | | |
|---------------------------|-----------------------------|
| 1. New Years Day | January 1 |
| 2. Martin Luther King Day | Third Monday in January |
| 3. Presidents' Day | Third Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Veterans' Day | November 11 |
| 8. Thanksgiving Day | Fourth Thursday in November |
| 9. Christmas Day | December 25 |

Full time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. If a full time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1½) time compensation for the time worked.

In addition to the above holidays, employees who complete their initial probationary period will be eligible to take twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired between July 1 and October 30 will receive twenty-four (24) hours of personal holiday leave. Employees hired between November 1 and February 28 (February 29 in Leap Year) will receive sixteen (16) hours of personal holiday leave. Employees hired between March 1 through June 30 shall receive eight (8) hours of personal holiday leave. An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable.

Section 2. Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 3. No employee shall receive holiday pay if the employee is absent for all or part of his/her scheduled workday either immediately preceding or immediately following the holiday or adjacent, single or consecutive days off unless he/she has applied to his/her 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 4. Whenever one of the holidays listed in Section 1 of this article falls on Saturday, the preceding Friday shall be given as a holiday. Whenever the holiday falls on a Sunday, the following Monday shall be given as a holiday.

ARTICLE 18 OTHER LEAVES

Section 1. Parental Leave.

The Employer provides parental leave of up to twelve (12) weeks for eligible employees who have become parents. At the employee's discretion, the leave shall be paid from accrued vacation time or accrued sick leave, or be unpaid.

- a) The employee shall be entitled to take parental leave without being penalized for taking leave:
- b) When the employee returns from the leave, he or she must be restored to the former or an equivalent job, without loss of seniority, service credits, etc. If the employee cannot be reinstated to the former or equivalent job because the employer's circumstances have changed, the employee must be reinstated to any other position that is available and suitable.
- c) All employees who have completed ninety (90) days of service are eligible to request the leave.
- d) Employees have the option of using their accumulated leave balances during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accumulated balances, benefits will be continued as long as the leave is continued on paid status.
- e) Employees are entitled to a maximum of twelve (12) weeks unpaid parental leave. Such entitlement begins on the date of birth of the child, or on the date of the taking of physical custody of a newly adopted child.
- f) A request shall be submitted simultaneously to the Operations Manager and the Office of Personnel thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:
 - (1) The employee's intent to take parental leave beginning on a certain date more than (30) days from the date of the request.
 - (2) The anticipated date of birth of the parent's child, or
 - (3) The anticipated date that the parent will obtain physical custody of a newly adopted child under six years of age, and
 - (4) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.
 - (5) Failure to submit a written request in accordance with (1) above will be handled pursuant to the law applicable.

- g) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated to an equivalent position or any other position that is available and suitable. Employees who do not return may be disciplined.

Section 2. Leave Without Pay.

In instances where the work will not be seriously handicapped by the temporary absence of a full time employee, the Operations Manager may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) calendar days, but not to exceed six (6) months, must be approved by the Convention Center Director. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency which is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits, however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Section 3. Union Business Leave.

Upon written request at least two (2) weeks in advance and subject to operating requirements, the Operations Manager shall grant leave without pay for conducting Union business for up to two (2) employees at any one time.

Section 4. Jury Duty.

Upon the presentation of written documentation, full time employees shall be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

- a) The employee granted such leave shall pay all money received except travel allowance, to the Employer;
- b) An employee on jury duty who is on other than a day shift shall be temporarily assigned to day shift for the duration of jury duty. An employee whose shift is temporarily changed as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section 5. Military Leave.

A non-probationary employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) days in any calendar year for his/her annual training requirement. Such fifteen (15) calendar day leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which he/she is entitled, providing the employee receives bona fide orders to active training duty for a temporary period and providing he/she returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. Leave without pay shall be allowed in accordance with the Oregon state laws for employees entering military service for extended or indefinite periods of active duty.

Section 6. Bereavement Leave.

- a) A full time employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other household member shall be allowed not to exceed three (3) days of leave with pay. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave hours.
- b) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full time employee may attend a funeral ceremony for a fellow employee in the Operations Department or Expo, whichever is applicable, with four (4) hours leave with pay to attend such funeral ceremony, subject to the Employer's operating needs.

ARTICLE 19 LAYOFF

Section 1. Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer shall determine the number and classifications in which there will be a layoff. All full time employees on initial probation within the bargaining unit classification selected for layoff shall be laid off before any layoffs of full time non-probationary employees within the bargaining unit classification within the department. For purposes of this article only, "department" shall be defined as:

- a) Oregon Convention Center Operations Department,
- b) Expo.

The term "department" means the department where a full time employee is employed and fills a budgeted position in that department.

Section 2. The layoff procedure shall occur in the following manner:

- a) An employee shall be given thirty (30) calendar days notice of layoff in writing.
- b) The least senior full time employee shall be laid off by bargaining unit classification within his/her department,
- c) An employee notified of pending layoff shall select one (1) of the following options and communicate such choice in writing to the Employer within ten (10) calendar days from the date the employee is notified in writing:
 - (1) The employee may demote to the lowest seniority position in their current bargaining unit classification or into a lower bargaining unit classification within the department in which they are currently employed for which they are qualified. To be qualified, an employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position after a brief orientation period, or,
 - (2) Elect to be laid off. An employee laid off shall be placed on the layoff list for the classification from which he/she was removed.

Section 3. An employee who is on the layoff list shall have recall rights to a vacant position in the classification for which they were laid off and qualified to perform.

Section 4. On re-employment of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the employer and shall report to work within two (2) weeks after notification by the employer, or, as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

ARTICLE 20 SENIORITY

Section 1. This article shall apply where an article in this Agreement specifically and expressly authorizes it.

Section 2. The following subsection shall only apply to full time bargaining unit employees at the Convention Center.

- a) Seniority shall be computed starting from an employee's initial date of hire or promotion into a bargaining unit classification at the Convention Center Operations Department. Seniority shall be defined as continuous service in a bargaining unit classification at the Convention Center Operations Department. Continuous service shall be defined as uninterrupted employment with the Convention Center Operations Department. If two (2) or more employees have equal seniority time, the tie shall be broken by the employees having the longest continuous service with MERC.
- b) Except for compensable on the job injuries or illness and military leaves, all leaves without pay that exceed ninety (90) calendar days shall be deducted from the computation of continuous service.

Section 3. This subsection shall only apply to full time Utility Maintenance Specialists at Expo. The definitions and applications of seniority shall apply as stated in Section 2 of this article, except that continuous service shall be defined as uninterrupted employment at Expo and shall include employment with Multnomah County accomplished in accordance with the law.

Section 4. An employee who is recalled from a layoff list from the Convention Center Operations Department or Expo, whichever is applicable, shall keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

Section 5. Seniority time shall be forfeited if an employee resigns, is terminated, retires, who doesn't return to work from a leave of absence or is on the layoff list for more than twelve (12) months.

Section 6. Metro will leave posted on designated bulletin boards at the Convention Center and Expo a seniority list of employees no later than July 20 and January 20 of each year. The Union will be sent a copy of the list. This subsection becomes effective on the signing of this Agreement.

ARTICLE 21 FILLING VACANCIES

All job opportunities that involve bargaining unit positions shall be posted for seven (7) working days in the Operations Department in order to give all employees an opportunity to apply for available vacant positions. Employees shall have the opportunity to apply and be considered for vacant positions.

ARTICLE 22 NEW AND REVISED CLASSIFICATIONS

Metro shall notify the Union when creating a new classification and substantially revising an existing bargaining unit classification that applies at the Convention Center or Expo and that includes utility or maintenance duties. The Union shall have ten (10) calendar days to request negotiations on the wage rate for the new or revised classification.

The Employer will implement a wage rate for the new or revised classification. This wage rate shall remain in effect during the period of negotiations between Metro and the Union. If negotiations result in an increase in the wage rate, the increase shall be effective back to the date the new or revised classification was implemented.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, application or interpretation of this Agreement. Where a particular article of this Agreement contains an alternate procedure for addressing disputes under that article, that article's procedure shall replace the procedure in this article.

Section 2. The following shall constitute the grievance procedure steps:

- a) **Step 1.** An employee alone or accompanied by the Union shall file a written grievance with his/her immediate supervisor within fifteen (15) working days of the alleged violation or when the employee had first knowledge of such violation. The immediate supervisor shall respond in writing to the grievance within fifteen (15) working days following receipt of the grievance.
- b) **Step 2.** If the grievance has not be answered or resolved at Step 1, it may be presented to the Operations Manager at the Convention Center or , Business Manager at Expo, whichever is applicable within ten (10) working days after the response from the immediate supervisor is due or received. The Operations Manager shall respond in writing within ten (10) working days following receipt of the grievance.
- c) **Step 3.** If the grievance has not been answered or resolved at Step 2, it may be presented to the General Manager within ten (10) working days from the date the Step 2 response is due or received. The General Manager shall respond in writing within ten (10) working days following receipt of the grievance.
- d) **Step 4.** A grievance that is not answered or resolved at Step 3 can be appealed to arbitration in writing by the Union. The Union shall notify Metro's Personnel Department within ten (10) working days from the date that Step 3 response was due or received.

Section 3. After the grievance has been submitted to arbitration, either Metro or the Union will request the Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, Metro and the Union shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The final name on the list shall be the arbitrator.

Section 4. The arbitrator's decision shall be sent to Metro and the Union within thirty (30) calendar days from the close of the hearing and that such decision shall be final and binding. The arbitrator shall have no power to add to, alter, modify, amend or subtract from the Agreement or establish any new wage rates or pay ranges or establish new or revised existing class specifications. The losing party shall pay the cost of the arbitrator. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 5. After receipt of the Step 3 response, Metro and the Union may mutually agree to take a grievance to mediation. The mediation shall be conducted by the Employment Relations Board Conciliation Division.

Section 6. Time limits may be extended in writing by mutual agreement.

Section 7. The grievance form to be used at all steps of this grievance procedure is attached as Exhibit B of this Agreement. If an employee is unable to use a grievance form, any grievance statement shall contain the following:

- Employee name and classification
- Employee's immediate supervisor
- Statement of the grievance and the related facts
- The articles of the Agreement alleged to be violated
- The remedy
- Date the grievance filed
- Employee's signature

ARTICLE 24 DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed initial probation shall be disciplined without just cause. Disciplinary actions shall include only the following: oral reprimand, written reprimand, demotion, reduction in pay, suspension or termination.

Section 2. Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article 23 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

Section 3. No employee shall be denied union representation in any investigation that may result in disciplinary action or in meetings that involve disciplinary action provided the employee requests such representation.

Section 4. A non-probationary employee whose pay is reduced, suspended without pay, demoted or terminated may appeal such disciplinary action directly to Step 3 of the grievance procedure within ten (10) working days from the effective date of the action. Any further written appeal beyond Step 3 shall follow the requirements and time frames outlined in Article 23. (Grievance/Arbitration Procedure)

Section 5. The Union shall be sent a copy of an employee's disciplinary action that includes suspension, demotion, reduction in pay or termination.

Section 6. An employee whose suspension without pay or termination is rescinded by the Employer, shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment, or as mutually agreed upon. If an arbitrator rescinds a suspension without pay or termination, the arbitrator shall have the authority to fashion a remedy to the specific case.

Section 7. Upon request of an employee, records of reprimands shall be removed from an employee's personnel file after two (2) years, provided, however, that the employee has taken corrective action and has received no other disciplinary actions.

ARTICLE 25 PROBATIONARY PERIOD

Section 1. The probationary period shall be considered a continuation of the examination process. Every employee on initial appointment or promoted shall serve a probationary period of six (6) full calendar months.

Section 2. During the initial probationary period, an employee may be terminated for any reason without recourse to the grievance and arbitration procedures of this Agreement.

Section 3. An employee serving a probationary period following promotion and does not complete such probationary period, shall be returned to a position in the previously held classification and step in the previously held salary range. Any employee who does not complete probation following promotion shall not have recourse under the grievance and arbitration procedures regarding the removal from probation.

At any time during the promotional probation period, an employee may voluntarily return to a position in the previously held classification and step in the previously held salary range. Such voluntary return shall not reflect discredit on the employee.

Section 4. An employee's probationary period shall be extended by the number of days an employee is on leave without pay provided such leave without pay exceeds ten (10) consecutive work days. An employee's probationary period shall not otherwise be extended, except by mutual agreement. Any such agreement to extend an employee's probationary period shall not exceed three (3) full calendar months.

ARTICLE 26 INCLEMENT WEATHER

Upon determination by the Director of the Convention Center or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close and send staff home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

ARTICLE 27 SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe and healthful workplace as required by law. The Employer also agrees to provide all uniforms, safety devices and clothing, tools and equipment required by the Employer for use by the employee. Each employee shall be required to wear such safety devices and clothing furnished by the Employer in compliance with applicable laws.

Section 2. The Employer and the Union will continue to operate the joint labor management committee in compliance with current Oregon law and administrative rules. The Employer shall continue the existing Convention Center Safety Committee in compliance with current law and regulations. Other safety committees at other Employer facilities where the Union represents bargaining unit employees will be continued consistent with current law and regulations.

Section 3. The safety committee shall inquire and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

Section 4. If an employee claims that an assigned duty is unsafe or might endanger his/her health and for that reason refuses to perform the assigned duty, the employee shall immediately inform his/her immediate supervisor either orally or in writing of the specific reason(s) for this condition. The immediate supervisor will determine whether the employee should continue to work at the assigned duty or be reassigned elsewhere.

Section 5. No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

ARTICLE 28 OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment, provided that such outside employment does not:
- (1) Create a conflict of interest with the employee's Metro ERC duties; or
 - (2) Create an inability to perform employee's job duties at Metro ERC.
- B. Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify the Operations Manager of such employment shall be disciplined up to and including termination.

ARTICLE 29 BULLETIN BOARDS

The Employer shall provide the Union one-half (1/2) of the space on the bulletin board at the Operations Department Time Clock, one-half (1/2) of the space on the non-glassed bulletin board in the Operations Department Lunch Room and the bulletin board in the Expo Lunch Room for the posting of Union notices. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

ARTICLE 30 EMPLOYEE ASSISTANCE PROGRAM

Effective July 1, 1994 and for FY 94-95, the Employer shall provide an employee assistance program at no cost to the employee. Thereafter, for the remainder of this Agreement, continuance of the program shall be subject to approval of funding by Metro ERC.

ARTICLE 31 TERM OF AGREEMENT

Except as otherwise noted in this Agreement, this Agreement becomes effective on the final date of ratification and expires on June 30, 1996. Either party may give written notice sixty (60) calendar days before the expiration date of the Agreement of its intention to renegotiate the terms and conditions of this Agreement.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 3580-1

CHAIRMAN

DATE

SECRETARY-TREASURER

Date

DATE

DATE

DATE

EXHIBIT A

<u>CLASSIFICATION</u>	<u>PROBATIONARY STEP</u>	<u>EFFECTIVE DATE OF AGREEMENT</u>	<u>JULY 1, 1994</u>	<u>JULY 1, 1995</u>
Event Custodian	\$8.09	8.50	8.80	9.12
Utility Worker I	9.11	9.57	9.91	10.27
Utility Worker II	10.04	10.54	10.92	11.31
Utility Grounds Maintenance	10.40	10.92	11.31	11.84
Utility Lead	11.04	11.59	12.01	12.44
Utility Grounds Lead	11.04	11.59	12.01	12.44
Utility Maintenance	11.37	11.94	12.37	12.82
Utility Maintenance Specialist ¹	11.99	12.36	12.74	13.13

¹This classification shall be used only at Expo.

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