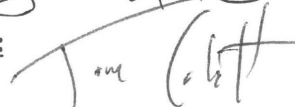


TA City of Portland:  6/29/18

TA Laborers' Local 483:  6/29/18

**Seasonal Maintenance Workers Contract Tentative Agreement 6.29.18**

**Contract Language Issues:**

Term: 4-year contract

Wages: One time 4 % increase for entry and 3% for max effective 7/1/2018. COLA of 3.6% effective 7/1/2018. Both entry and max rate to increase annually by [index to be determined] through the life of the contract with employees receiving a minimum of 1% and a maximum of 5% increase. All wage increases will be back paid retroactively to July 1, 2018.

Healthcare: Insurance to begin 1<sup>st</sup> of month following date of hire for both employee and family. Allow employee to fall below the healthcare eligibility standard of 112 hours of pay in the prior month once per season and still maintain coverage.

Sick Time: If an SMW returns to city employment within 6 months of previous employment with the City, they will retain their previously accrued sick time, up to 40 hours. If they return to city employment within 6 to 12 months of previous employment with the City, they will retain their previously accrued sick time, up to 16 hours.

Current		4% Entry 3% Max	3.6% COLA 7/1/2018
Entry:	\$13.59	\$14.13	\$14.64
Max:	\$14.94	\$15.39	\$15.94

Schedule A:

**Non-Contract Language Issues:**

Training/Development: the Union and COP HR Recruitment team will meet to discuss how we can collaborate to create a pathway to fulltime, permanent positions for SMWs. This can include more training opportunities (such as a resume workshop), targeted recruitment, and/or new forms of communication with the workforce.

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6/29/18

LABOR AGREEMENT  
BETWEEN  
THE CITY OF PORTLAND  
AND  
LABORER'S LOCAL 483



SEASONAL MAINTENANCE WORKERS  
JULY 1, 2014~~18~~ TO JUNE 30, 20~~18~~22

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JA 6/29/18

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TC 6/29/18  
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holiday shall be taken at the mutual convenience of the employee and the bureau.

**14. Sick Leave**

Sick leave shall be provided in accordance with the City of Portland Protected Sick Time Ordinance. Should the Protected Sick Time Ordinance be amended during the term of this agreement, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the amendments.

14.2 Rehired employees who return to employment within one hundred eighty (180) days will retain their previously accrued sick time, up to forty (40) hours. Rehired employees who return to employment between one hundred and eighty one (181) days and three hundred sixty five (365) days will retain their previously accrued sick time, up to sixteen (16) hours.

**15. Unpaid Leave**

With reasonable advance notice and with the consent of the City, employees shall be granted up to three days of unpaid leave per calendar year. Requests for such leave shall not be unreasonably denied. Reasons for denial of such leave requests shall include, but not be limited to, adequate staff coverage.

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JA 6/29/18

policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. It is also recognized that from time to time it will be necessary for the investigation and settlement of grievances to be carried on during working hours. The shop steward or Union officer shall receive authorization from his/her supervisor prior to performing such grievance-related activities. Requests for such authorization shall indicate the nature and expected duration of such absence. If the time cannot be granted due to operational necessity, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity. Where such activities are necessarily or reasonably to be performed on City time, they may be done without loss of pay to the employee involved provided, however, such activities will be limited to the steward and/or Union officer having direct responsibility for them.

22.2 New Employee Orientation. A steward and newly hired employee each shall be granted thirty (30) minutes of City-paid Union leave, during the new employee's first thirty (30) days of employment to discuss new member orientation and union issues. The Union Representative shall have access to the worksite to attend as well. If at any time during the term of this contract, the City should hold an orientation for new employees, the affiliated union representative(s) may be invited to attend and given an opportunity to address new employees.

**21.2 Shop Stewards**

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(50%) of the reimbursement received deducted from his/her final paycheck.

29. MEDICAL INSURANCE

~~29.1 Eligibility through December 31, 2014~~

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~~Effective through December 31, 2014, a Seasonal Maintenance Worker shall be eligible for the City of Portland's Seasonal Worker Medical, Vision and Dental Benefits Plan (Seasonal Worker Benefit Plan) if the employee worked as Seasonal Maintenance Worker during the prior calendar year.~~

~~29.1.1 Benefits will begin the first of the month after a Seasonal Maintenance Worker satisfies an eligibility waiting period of eighty (80) paid hours in a month after re-employment (excluding hours paid in a third pay period in a month).~~

~~29.1.2 Enrollment through December 31, 2014~~

~~A Seasonal Maintenance Worker will automatically be enrolled in Seasonal Worker Benefits Plan single (1) party coverage when the eligibility requirements in 27.1 and 27.1.1 are met.~~

~~29.1.3 The employee may enroll eligible family members within 30 days after the employee's initial enrollment. The Seasonal Worker Benefits Plan coverage for eligible family members will be retroactive to date when the employee became eligible for coverage. The employee's additional required Medical, Vision and Dental Benefits Plan contribution will be withheld from the employee's~~

29.2.2 The employee's additional required Seasonal Worker Benefits Plan contribution will be withheld from the employee's next paycheck after the enrollment process is complete and any required documentation is received.

29.2.3 ~~Continued Eligibility effective January 1, 2015~~  
In order to continue eligibility for the City's Seasonal Worker Benefits Plan, a Seasonal Maintenance Worker must have been paid for one hundred twelve (112) hours in the prior month.

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However, employees are allowed to drop below the one hundred and twelve (112) hour monthly requirement once per a calendar and will maintain their health insurance. In rare circumstance, the Benefits Manager may make an exception to the limitation of maintaining health insurance once per a calendar year.

29.3 **Coverage Termination**  
For the term of this Agreement, coverage in the Seasonal Worker Benefits Plan will end at the end of the month in which the Seasonal Maintenance Worker ends employment; coverage will not be extended for an additional month if the employee's final paycheck is insufficient to cover the required Seasonal Worker Benefits Plan contribution.

29.4 **City/Employee Contributions**  
For the term of this Agreement the City shall contribute for each eligible Seasonal Maintenance Worker ninety percent (90%) of the total Seasonal Worker Benefit Plan rates adopted by the City Council for the one party, two party, or family

next paycheck after the enrollment documentation is completed.

For purposes of this agreement, eligible domestic partners are included as family members.

City required documentation must be provided before eligible family members will be enrolled.

29.1.4 Continued Eligibility through December 31, 2014  
In order to continue eligibility for the Seasonal Worker Benefits Plan, a Seasonal Maintenance Worker must have been paid at least 80 hours in the prior month (excluding hours paid in a third payroll period).

29.2 Eligibility effective January 1, 2015 July 1, 2018

Effective January 1, 2015 July 1, 2018, a Seasonal Maintenance Worker or their eligible family members will be eligible for the Seasonal Worker Benefits Plan on the first of the month following their date of hire or rehire, the 60 days of service in a position that is scheduled within SAP for a minimum of twenty-eight (28) hours per week.

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29.2.1 Enrollment effective January 1, 2015

Effective January 1, 2015, an employee may enroll eligible family members within 30 days after the employee's initial enrollment. Seasonal Worker Benefit Plan coverage for eligible family members will be retroactive to the date the employee became eligible for coverage.

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**36. Savings Clause**

36.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

36.2 The parties recognize that both are subject to the Americans with Disabilities Act (ADA) and that nothing in this Labor Agreement may supersede the requirements of that Federal Law. The parties agree to meet and confer regarding circumstances where the ADA and the Labor Agreement appear to conflict. A showing that a person is disabled and that action taken as a reasonable accommodation is an absolute defense to a contract violation claim.

**37. Effective Date and Duration of Agreement**

This Agreement, effective upon signing, shall remain in full force and effect until ~~June 30, 2018~~  
Jun 30, 2022.

JC 6/29/19  
JA 6/29/18

Salary rates for classifications in Schedule "A" for the period July 1, 201620 to June 30, 201721 are to be increased by one hundred percent (100%) of the annual increase in the ~~Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)~~ (as measured by the index for January, 2016 and 2nd Half 2015) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor [Index to be determined]. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

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YEAR FOUR – July 1, 201721 to June 30, 201822

Salary rates for classifications in Schedule "A" for the period July 1, 201721 to June 30, 201822 are to be increased by one hundred percent (100%) of the annual change in the ~~Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)~~ (as measured by the index of January 2017 and the second half of 2016) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor [Index to be determined]. However, in no event shall the salary increase be less the one percent (1%) or greater than five percent (5%).

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A Seasonal Maintenance Worker who completes a season at the entry rate shall be paid at the maximum rate in any subsequent season he/she is employed as a Seasonal Maintenance Worker, provided he/she has no break in re-employment. A Seasonal Maintenance Worker who returns after a break in re-

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**SCHEDULE "A"**

Salary rates for the Seasonal Maintenance Worker classification for the period from the date of ratification to June 30, 2018 are contained in Schedule "A."

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**YEAR ONE - upon ratification of the parties to June 30, 2015**

ICN	Title	Entry	Maximum
1205	Seasonal Maintenance Worker	\$12,904.64	\$14,181.50

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These salary rates reflect an increase of two and seven-tenths percent (2.7%) over the salary rates in effect for the period of July 1, 2013 to June 30, 2014.

**YEAR TWO - July 1, 2015 to June 30, 2016**

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Salary rates for classifications in Schedule "A" for the period July 1, 2015 to June 30, 2016 are to be increased by one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (as measured by the index for January, 2015 and 2nd Half 2014) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor [Index to be determined]. However, in no event shall the salary increase be less than one percent (1%) or greater than five percent (5.0%).

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**YEAR THREE - July 1, 2016 to June 30, 2017**

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the maximum number of hours is 1,400. Should the City's Human Resources Administrative Rules change, the parties agree to meet pursuant to ORS 243.698 to bargain over the impact of the change.

- 1.3 The City may employ Seasonal Maintenance Workers at any time of the year.

**2. Union Security**

- 2.1 All employees covered by this agreement shall within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) 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 religious 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 and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. The employee shall furnish written proof to the City that this has been done.
- 2.2 Fair Share payments authorized by this Article shall be deducted by the City.
- 2.3 The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

and claims against the City or persons acting on behalf of the City arising out of the City's faithful compliance with the terms of this Article, provided the City notifies the Union in writing of such claim and tenders the defense to the Union.

**4. Management Rights**

The City shall exercise sole responsibility for management of the City and direction of its workforce, except as expressly limited by the terms of this agreement.

**5. Work Schedules**

5.1 The City maintains the right to alter an employee's workday or workweek, and to require an employee to work overtime and on a weekend or holiday. An employee's work schedule shall normally be 40 hours during each workweek. A work schedule shall normally have the same starting and quitting times unless staffing requirements dictate otherwise, or by mutual agreement of the City and the affected employee. If staffing requirements dictate a work schedule that does not have the same starting and quitting times, the City will provide the union written notice of the schedule.

5.1.1 A "workweek" is defined as any combination of workdays assigned to an employee for work within a period of seven (7) consecutive days. The beginning of the workweek is the first day following an employee's two (2) consecutive scheduled days off. For employees having

**6. Lunch and Rest Periods**

6.1 Lunch Periods shall be scheduled by the City in accordance with state law. Lunch periods consisting of either thirty (30) minutes or one (1) hour time off without pay shall normally be scheduled no sooner than one (1) hour before nor later than one (1) hour after the middle of the employee's scheduled work day. The City may designate Lunch periods other than those listed above based on staffing requirements.

6.2 Except in case of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period for each four hour period of work. Rest periods shall be scheduled in the middle of each four hour period of work whenever feasible.

**7. Overtime**

7.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate as set forth in Schedule A shall be paid for all work performed in excess of 40 hours per week.

7.2 The City will attempt to avoid situations which require an employee to work more than sixteen (16) consecutive hours.

7.3 There shall be no pyramiding of overtime rates.

7.4 It is agreed that for FLSA purposes, the City may designate a regular workweek for employees that is different than the city's payroll period. Once such a

- 9.4 When an employee is assigned or appointed to a higher classification, the employee shall be paid at entry rate of the higher classification or at a rate that is 3% above the employee's current base rate of pay, whichever is greater.
- 9.5 If assigned or appointed in a workday to a higher classification, an employee will receive the rate applicable to such higher classification for a minimum of four (4) hours, eight (8) hours if assigned to such higher classification over four (4) hours in the workday.

**10. Reclassification**

- 10.1 If the classification of Seasonal Maintenance Worker is substantially revised, the City will set a wage range for the classification and notify the Union.
- 10.2 Upon setting a wage range for the revised classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The union's demand to bargain shall include their proposed wage for the classification and a brief description of the reasoning supporting the wage rate. The City can establish an interim rate during bargaining.

employment are not available for work.

- 11.3 A Seasonal Maintenance Worker who is eligible for re-employment under this provision, but does not return the following season for any reason, or who returns to a different Bureau, will be treated as a new hire for purposes of re-employment. At the bureau's discretion, an employee may be paid at the maximum rate.

**12. Notice of Recruitment**

The City shall make a reasonable effort to notify Local 483 when posting recruitments for Seasonal Maintenance Workers.

- 12.1 The City shall notify the Union monthly of any new hires and rehires in writing. The City's notification of new hires and rehires shall include the following employee information: full name; home address; date of hire; job classification; starting assignment and initial reporting location.

**13. Holidays**

- 13.1 The following holidays shall be recognized and observed as guaranteed paid holidays:
- 13.2 New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day After Thanksgiving; Christmas Day and every day appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.



An additional two (2) days' leave without pay shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the Division Head (or his/her designee).

- 19.3 An employee may use any accrued paid leave while on funeral leave as provided by the Oregon Family Leave Act.

**20. Safety – Sanitation**

- 20.1 The City will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the City when discharge is reasonably required in the case of safety regulation violations. The willful violation of any State or Federal safety law by an employee shall be reason for discharge.
- 20.2 The parties will encourage their members to work in a safe manner, will support efforts to change unsafe work habits of employees and recognize that discharge may be imposed in matters involving violations of safety rules and procedures.
- 20.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.
- 20.4 No employee shall be allowed to operate any vehicle or machinery which does not comply with the Safety Codes or the Laws of the State of Oregon.

for employees to clean up, and when soap and water are not available.

- 20.9 Ventilation: Where noxious or poisonous gases may accumulate, the City shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces. All work in enclosed and confined spaces shall be performed in accordance with applicable Federal, State and local regulations. Spray painting shall be done only by qualified painters.
- 20.10 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the City's Safety Representative and the Union in the operation involved, shall meet to discuss and arrive at a mutual decision as to what constitutes such a hazardous condition when the question arises.
- 20.11 The City shall provide a traffic-safe outer garment to employees required to work in streets open to traffic.
- 20.12 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the City.
- 20.13 The parties agree that an employee should only operate a City of Portland motor vehicle with a valid driver's license. An employee who is required to have a valid driver's license as a condition of employment, and who loses his/her

**21.5 Personnel Files**

There shall be one official personnel file maintained by the Bureau of Human Resources. Upon signing this agreement, all future records of non-eligibility for re-employment and discharge will be maintained in the official personnel file. Any employee shall be allowed to examine his/her personnel file upon request. An employee will be made aware of any information placed in his/her personnel file. Nothing herein shall preclude bureaus from maintaining unofficial personnel files.

**21.6** All written working rules or regulations affecting the working conditions of any employee covered by this agreement shall be made available upon request to the Union. The Union and the City shall meet immediately on any rule or regulation which tends to be in conflict with this agreement. It shall also be the responsibility of the City to inform employees of all rules and regulations which affect him/her as an employee.

**22 Training and Development**

The parties to this agreement acknowledge some Seasonal Maintenance Workers (SMWs) are seeking regular employment with the City. To assist SMWs to this end, current SMWs and SMWs with an active written notification of eligibility for re-employment may attend trainings offered by the City to develop their skill base and assist with job application and interview skills.

24.2 If an employee encounters a labor dispute picket line at an assigned work location, the employee shall immediately contact his or her supervisor. The City and the employee's union shall confer about appropriate actions to ensure employee safety and the completion of City work.

24.3 ORS 243.732 provides that public employees, other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike.

**25. Maintenance of Standards**

25.1 Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Union and the City with respect to this section shall be subject to the grievance procedure.

25.2 Notwithstanding the provisions of Article 23.1, the parties agree that the private use of public resources (e.g. facilities, services, equipment, tools, computers, technology, etc.) by individual employees is a matter of managerial discretion. The Union agrees that the City retains the right to establish policies governing the private use of City resources by employees and that the City may change, modify, or discontinue these policies at any time, without further bargaining, with fourteen (14) days written notice. These policies shall not be

enrollees (whichever applies) for the term of the Agreement.

Effective January 1, 2015, to meet Federal Affordable Care Act (ACA) requirements, the City will continue its employer contribution for up to six (6) months for any employee who remains employed by the City and who had previously met the eligibility requirement, but has reduced hours below the eligibility requirement.

For the term of this Agreement each eligible employee shall contribute ten percent (10%) of the total Seasonal Worker Benefits Plan rates adopted by the City Council rates for the one party, two party, or family enrollees (whichever applies). The portion of the Seasonal Worker Benefits Plan costs paid by Seasonal Maintenance Workers shall be paid through a monthly pre-tax payroll deduction as allowed under state and federal tax code provisions.

**29.5 Employee Opt Out**

For the term of this Agreement, a Seasonal Maintenance Worker eligible for the Seasonal Worker Benefits Plan who provides proof of alternative medical coverage may choose to opt out of the City provided Seasonal Worker Benefits Plan.

**29.6 Affordable Care Act Excise Tax Limit**

The parties agree to reopen this Article if the cost of the Seasonal Worker Benefits Plan is projected to be above the 2018 ACA federal excise tax limit.

- 32.1 Private discussions, evaluations or counseling may be used to review or evaluate employee performance or conduct. Private discussions, evaluations or counseling are intended to acknowledge employee performance, identify standards of performance and behavior, and should result in reviewing employee progress in meeting identified standards of performance and behavior. Discussions, evaluations or counseling shall be done in a manner that will not embarrass the employee before other employees or the public.
- 32.2 One-on-one discussions, evaluations or counseling by supervisors are not considered disciplinary action and do not require the presence of a Union representative.
- 32.3 The parties agree that all meetings under this Article will be conducted in a professional manner and in a spirit of mutual respect.

**33. Discharge**

Disciplinary actions shall be limited to discharge. Employees are at will and may be discharged at the discretion of the City. Any employee discharged by the City shall be provided a statement of reason, which states the nature of the offense for which the employee is being discharged. A copy of the statement of reason shall also be provided to the Union. The affected employee may file an appeal of the discharge as a grievance at Level Two of the grievance procedure, provided the appeal is made

each level shall render the grievance automatically appealed to the next level in the grievance procedure. Failure by the Union to file the grievance or respond in writing within the time limits at each level shall render the grievance automatically withdrawn. The Union will advise the appropriate individual at the next level within a reasonable period of time.

34.3.2 **Informal Level:** Before presenting a written grievance, the employee should attempt to resolve the matter by informal conference with his or her immediate designated supervisor outside the bargaining unit. A representative of the Union may attend any meeting under this section.

34.3.3 **Level One -- Immediate Designated Supervisor:**

- a. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing on the appropriate form to the immediate designated supervisor outside the bargaining unit within seven (7) calendar days of the claimed violation.
- b. This statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by the employee and/or by the Union.
- c. The immediate designated supervisor to whom the grievance is directed shall communicate his

employment shall be paid at the entry rate unless the bureau director or designee authorizes the employee be paid at the maximum rate. If the break in re-employment is due to a lack of available work, the employee shall be paid at the maximum if he/she is re-employed in a subsequent season.



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