## Letter of Agreement Metro and LIUNA Local 483 Inclusion of Seasonal Park Workers

This is a Letter of Agreement (LOA) between Metro and LIUNA Local 483 (hereinafter referred to as "the Local") in regard to Article 2 – Recognition.

## **RECITALS**

- A. The Local recently petitioned the Employment Relations Board (ERB) for a certification of representation without an election. As a result of this petition Seasonal Parks employees, excluding casual employees, were added to the existing bargaining unit represented by the Local.
- B. The parties intend to include these newest members into their agreement during successor negotiations but in the meantime would like to identify the scope of their representation during the term of this current contract.

## **AGREEMENT**

The parties agree as follows:

- 1. Metro acknowledges that the Local is now the sole collective bargaining agent for Seasonal Parks employees, pursuant to the Employment Relations Board's September 5, 2014 certification.
- 2. Seasonal Park Worker employees shall be defined as:

  <u>Seasonal Employee</u>: An employee hired to work during peak seasons of the year and

who may be scheduled as needed during the remainder of the year.

3. Seasonal Parks employees will be paid at a rate of \$10.00 per hour effective the pay period following the signature of both parties to this agreement. The following pay range will be added to the existing 2014/15 wage schedule covering Regular and Temporary employees in the Local:

## Metro Laborers International Union, Local 483 Pay Schedule (Seasonal Employees)

Pay Range	Job Code	Job Classification	<b>Current Hourly Rate</b>
-			
TBD	TBD	Seasonal Park Worker	10.00

- 4. Seasonal Parks employees shall receive a three cents (.03) per hour worked laundering payment. This allowance will become effective July 1, 2015 and will be paid separately from the employee's hourly wage rate.
- 5. Future changes to Seasonal Park Worker wages will be made in accordance with Article 9. Current Seasonal Park employees whose pay exceeds the rate listed, as of the signing of this LOA, will not be red-circled and will be entitled to future cost of living adjustments.

- 6. Metro will apply the terms of Article 6, UNION MEMBERSHIP, Section 5.6, SICK LEAVE ACCRUAL and Section 5.3, HOLIDAYS, of the parties' current collective bargaining agreement to Seasonal Park Workers.
- 7. Metro will begin deducting dues from the wages of Seasonal Parks employees effective the pay period following the signature of both parties to this agreement in accordance the provisions set forth in Article 6, UNION MEMBERSHIP.
- 8. In the event management assigns work outside of the Seasonal Park Worker classification, on more than an incidental basis, the employee performing the work shall be paid at the appropriate pay rate.
- 9. This LOA will not be precedent setting for any future petition to add unrepresented employees to this Local or any other Union.

This LOA expires with the contract expiration on June 30, 2018, or when a new successor collective bargaining agreement is entered into.

This LOA becomes effective upon the last date of signature.

For Metro:

Ron Zito

Labor/Employee Relations

Metro

For LIUNA 483:

Erica Askin

Business Manager LIUNA Local 483 Date

11/20/14