

## **LETTER OF AGREEMENT**

This is a Letter of Agreement between Metro ("Employer") and Laborers International Union of North America (LiUNA) Local 483 ("Union") regarding Exemplary Service Leave.

### **RECITALS**

- A. Employer and Union are parties to an existing collective bargaining agreement;
- B. Employer wishes to reward employees who demonstrate exemplary service (such as for instance putting in a substantial amount of work time in excess of regular work hours for a sustained period of time to support an Employer project). This leave is referred to as Exemplary Service Leave (ESLV);
- C. The current collective bargaining agreement between Employer and Union has no such provision for rewarding employees;
- D. The parties hereby agree to the following regarding awarding of Exemplary Service Leave:

### **AGREEMENT**

The parties agree and stipulate as follows:

- 1. The decision whether to award Exemplary Service Leave and the length of the leave awarded are at Employer's sole discretion. ESLV is not intended to compensate employees for extra work on an hour-for-hour basis. Notwithstanding this LOA, employees have no expectation to receive ESLV.
- 2. Employer may award leave, which must be approved in writing by the Department Director. A supervisor who wishes to award ESLV for exemplary service to an employee will coordinate with the Department Director.
- 3. ESLV must be awarded in 8 hour increments, although it may be used in smaller increments in accordance with regular procedures for use of vacation and personal holidays.
- 4. The maximum leave that may be awarded is forty (40) hours per fiscal year.
- 5. Leave awards are in addition to accrued paid leave and will have no effect on accrual rates or maximum accrual limits for other types of leave.
- 6. ESLV is a discretionary bonus and will not be included in any non-exempt employee's regular rate of pay for the purpose of calculating overtime.

7. Once approval is confirmed, the Department Director or designee must notify Human Resources.
8. Human Resources will establish an administrative leave bank for the employee by entering the hours into the timekeeping system, and will confirm with the supervisor and Department Director when this process is completed.
9. The supervisor will notify the employee of amount of leave awarded and the reason for the award.
10. Employees who have been awarded leave should follow regular procedures for requesting use of accrued leave. Employees may use Exemplary Service Leave only after receiving notification that Human Resources established an administrative leave bank.
11. Employer's fiscal year runs from July 1 – June 30. Leave time must be used within the fiscal year in which it is awarded, with the exception of leave time awarded during the month of June, which may be carried over to the following fiscal year. Leave time that is not used within the applicable fiscal year will be forfeited. Leave awarded in June must be used by June 30 of the following fiscal year.
12. Employees will not receive monetary payment for any unused leave awarded under this agreement.
13. This Letter of Agreement is not precedent setting for any interpretation of the collective bargaining agreement, Metro's personnel policies, any other letter of agreement, or any past practice. The Agreement shall not be cited or used in any subsequent grievance, negotiation, or in any other forum except to enforce the terms of this Agreement.
14. Term of Agreement: This agreement is effective upon execution of the agreement and signature of Employer and the Union and may only be terminated upon mutual agreement of Employer and Union.


For Employer



12/17/2021

Christina Longo      Date  
Labor and Employee Relations Manager  
Metro

For LiUNA 483



DECEMBER 17, 2021

Farrell Richartz      Date  
Business Manager, LiUNA Local 483