

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN LABORERS INTERNATIONAL
UNION (LIU) LOCAL 483 AND METRO FROM
JULY 1, 2003 TO JUNE 30, 2006

) RESOLUTION NO. 03-3355

Introduced by Michael Jordan, Chief
Operating Officer in concurrence with
Council President Bragdon

WHEREAS, Metro's designated representatives for labor relations have negotiated in good faith with LIU 483; and

WHEREAS, Metro's designated representatives for labor relations and the Union's designated bargaining representatives have reached a signed tentative agreement for a three year collective bargaining agreement; and

WHEREAS, the Union membership has duly ratified the tentative agreement; now therefore

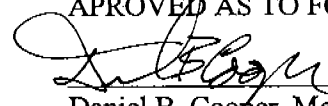
BE IT RESOLVED that the Metro Council hereby ratifies the tentative agreement attached to this resolution as Exhibit A.

ADOPTED by the Metro Council this 31st day of July, 2003

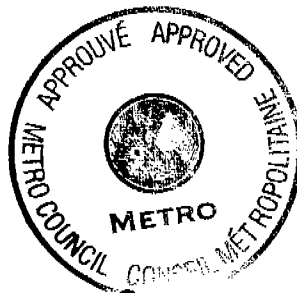


David Bragdon, Council President

APPROVED AS TO FORM:



Daniel B. Cooper, Metro Attorney



AGREEMENT between
METRO and the LABORERS' INTERNATIONAL UNION, LOCAL NO. 483

THIS AGREEMENT, made and entered into this 1st day of July 2003, by and between METRO, Portland, Oregon, its successors and assigns, hereinafter called the "Employer," and LABORERS' INTERNATIONAL UNION, LOCAL NO. 483, hereinafter called the "Union."

PREAMBLE

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, handicap or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

Upon notification to the Union of filing for redress of any item in this preamble in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole collective bargaining agent for all members of the Bargaining Unit employed by the Employer at the Oregon Zoo and Parks, excluding Parks seasonal employees, confidential employees, supervisory employees including first line supervisors, administrative employees, and employees whose primary duties consist of security or guard functions.

1.2 No supervisor shall perform any of the work covered under this Agreement, except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer, which the Employer could not anticipate, including but not limited to:

- (a) Unanticipated situations where bargaining unit employees were contacted but were not available for work, or:
- (b) The Employer has made an unsuccessful attempt to contact bargaining unit employees at their current home number as listed with the Employer.

Emergencies shall not include those day-to-day situations, which require immediate action which have been normally performed by Bargaining Unit employees. A supervisor may use tools or equipment and perform work when the objective is to show, explain or train employees in the proper performance of their work assignments.

- 1.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:
 - 1.3.1 In cases of emergency as defined in paragraph 1.2.
 - 1.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.
 - 1.3.3 As long as they do not replace a regular employee of the Bargaining Unit.
- 1.4 Except as provided in this Article, work performed by classifications covered by this Agreement shall be performed at rates and conditions herein established. Any work which is performed by Bargaining Unit employees shall not be contracted out. This does not, however, restrict the Employer from contracting out work previously subcontracted.

2. MANAGEMENT RIGHTS

The Employer shall have and retain sole responsibility for the management and operation of the Zoo and Parks direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms of this Agreement.

3. DEFINITIONS

- 3.1 **REGULAR EMPLOYEE:** Any employee who works full-time on a yearly basis in a job classification contained in Schedule A.
- 3.2 **REGULAR PART-TIME EMPLOYEE:** Any employee, other than on-call employees, whose employment is part-time and lasts longer than 720 hours in any calendar year, or in the case of on-call employees 720 hours in a calendar year, but works less than full-time, in a job classification contained in Schedule A, and such employment re-occurs each year.
- 3.3 **TEMPORARY EMPLOYEE:** Any employee, other than on-call Typists/ Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmasters, whose period of employment will last no longer than 720 hours in any calendar year. On-call Typists/Receptionists, Cashroom Clerks for

the period of March 1 through September 30, and Stationmaster's period of employment may last 720 hours in any one calendar year.

3.3.1 Temporary/on-call employees are not entitled to vacation pay, health and welfare, sick leave, and personal holidays. Temporary on-call employees working consecutive years shall not be entitled to accumulate time for purposes of personal holidays or for any other purpose under this Agreement.

3.3.2 Before a Temporary employee can become a Regular or Regular Part-Time employee, they must have gone through the same job selection process as any other applicant.

3.3.3 Employees hired to fill temporary positions shall be notified by the Employer, upon hiring, that the employee will be employed in the temporary position for no more than 720 hours for those on-call, in any calendar year.

3.4 SUPERVISOR: The head of one of the Offices, Divisions or Departments established by the Employer.

3.5 PROBATION: The first one hundred and eighty (180) calendar days of an employee's employment shall constitute a probationary period. (See also Articles 18.2, 19.1.1, 19.1.2, 27.3, and 28.3)

3.6 SEASONAL EMPLOYEE: An employee who is employed during peak seasons of the year and who may be scheduled as needed during the remainder of the year.

3.7 It is not the Employer's intention to replace regular employees with temporary or seasonal employees.

3.8 **WORK UNIT: For the purposes of this Agreement, Zoo Work Units are defined as follows:**

- | | |
|--------------------|--------------------------|
| Admissions | Construction Maintenance |
| Animal Care 1 | Custodial |
| Africa | Horticulture |
| Carnivores | Railroad and Fleet |
| Elephants | Veterinary Services |
| Marine Life | |
| Animal Care 2 | |
| Birds | |
| Education Programs | |
| Great Northwest | |
| Night Care | |
| Primates | |

3.9 **WORK UNIT:** For the purposes of this Agreement, except as defined in Article 18.8, Regional Parks work units are defined as follows:
Parks

4. MAINTENANCE OF STANDARDS

4.1 The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions directly related to job performance shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) calendar days from the date of error. Any disagreement between the local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

5. CLASSIFICATIONS

5.1 Before classifying a newly created position or reclassifying or merging an existing position or positions, the Employer shall notify the Union and discuss the effect thereof. The Union agrees that the Employer has the sole authority to classify, reclassify and merge positions. The above does not preclude the Union from monitoring the Employer's classification and reclassification of positions in Schedules A and B.

5.2 Whenever the Employer creates a new classification, which comes under the jurisdiction of the Union, or modifies the job duties of existing classifications, the Employer and the Union shall meet immediately to negotiate a wage scale as a result of such changes. If agreement is not reached, the Employer may implement the wage scale on an interim basis. Final wage scale determination will be made by a three (3) person panel consisting of one (1) Employer selected representative, one (1) Union-selected representative, and one (1) neutral party to be selected by mutual agreement between the Employer and the Union

5.3 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Employer and available for inspection. It is agreed that if the Employer intends to modify existing job descriptions, both parties shall meet and discuss such changes prior to such changes taking effect.

6. UNION MEMBERSHIP

- 6.1 All Regular and Regular Part-Time employees who are covered by this Agreement shall, not later than thirty-one (31) calendar days from the date of this Agreement or from the date of employment, as the case may be, join and remain members of the Union, by tender of regular dues and initiation fees, or tender to the Union their fair share which shall be equivalent to regular dues and initiation fees. Temporary employees shall not be required to become or remain members of the Union, but as a condition of employment shall pay a monthly fee for each calendar month following the first thirty (30) calendar days of employment.
- 6.2 If any employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employee 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 the Union. The employee shall furnish written proof to the Employer that this has been done.
- 6.3 The Union will defend and hold harmless the Employer, its directors, officers, administrators, and agents from any liability arising out of the application or administration of the Union Membership provisions of this Agreement.

7. DUES CHECKOFF

- 7.1 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union and fair share according to ORS 243.650 or for any other Union purpose. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Employer and may be revoked by the employee upon written request. The performance of this service is at no cost to the Union.
- 7.2 The Employer will not be held liable for check-off errors but will make proper adjustments with the Union for errors as soon as is practicable but no later than the end of the following pay period.
- 7.3 The Union agrees to defend and hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer which are based upon the provisions of this Article.

8. UNION REPRESENTATION

- 8.1 The Business Representative(s) of the Union shall have access to the Zoo and Parks facilities, provided they do not interfere or cause employees to neglect their work.
- 8.2 It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The parties also recognize that it is desirable that the person designated as steward shall perform their fair share of the work that they are qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge them on account of the proper performance of their steward's duties.
- 8.3 The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Section 29.1.2 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.
- 8.4 UNION BULLETIN BOARDS: The Employer shall furnish bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

9. PAY

- 9.1 Payday shall be either biweekly or semimonthly. Payday shall be within ten calendar days of the close of each pay period. Employees shall be paid prior to the end of their assigned shift or the paycheck shall be mailed to the employee.
- 9.2 The Employer shall account to the employee on their paycheck stub for overtime hours, straight time hours, and vacation and sick time earned and accumulated in the same manner such accounting is made to all other Metro employees.
- 9.3 Work time shall be reflected on time cards or time sheets provided by the Employer. Employees reporting after the scheduled reporting time shall be paid as of the nearest one-tenth (1/10) of an hour.

10. WAGES

10.1 Wages shall be paid in accordance with the provisions of Schedules A and B attached hereto, as follows:

- (a) Effective July 1, 2003 the rates and ranges of all employees shall be increased by two percent (2.0%).

Effective July 1, 2004 and 2005 the rates and ranges of all employees shall be increased by using the Consumer Price Index for Urban Wage Earners

and Clerical Workers, (CPI-W) (an average of January to June and July to December) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. The salary increase shall not be less than one percent (1%) or greater than three percent (3%).

- (b) If the CPI-W named above exceeds four percent (4%) in 2005 the contract may be reopened for the purpose of negotiating a cost of living adjustment only.
- (c) Metro will complete a classification and compensation study of all Schedule A classifications prior to January 1, 2006. If the study is completed prior to July 1, 2005, the contract may be reopened for wage negotiations only.

10.2 In the event Metro seeks to institute a "total rewards" (total compensation) or similar compensation program during the term of this Agreement, the contract may be reopened under ORS 234.698.

11. HOURS OF WORK

- 11.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the workweek before the workweek in which the change becomes effective, and such change will be effective for not less than one (1) workweek.
- 11.2 Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled near the middle of each one-half (1/2) shift whenever feasible.
- 11.3 Notwithstanding the workweek set forth in 11.1 and 11.2 above, the Employer and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked in any one day, for any work performed on the employee's three (3) scheduled days off, and holidays. If a 4-10 work schedule is implemented, and found to be less favorable after discussion by Management and the Union, either party may elect to return to the 5-8 schedule.
- 11.4 Lunch periods may be scheduled by the employer, provided only that no lunch period will be scheduled before three and one-half (3 ½) or after five (5) hours from the beginning of an employees shift, except in emergency situations. Employees on shifts other than eight hours will have a scheduled lunch within one-half hour of the middle of their shift.

- 11.5 Lunch periods are normally 30 minutes, but may be up to 60 minutes upon mutual agreement between the employee and their Supervisor prior to the lunch period.

12. SHIFTS

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

- 12.1 The day shift is any full shift which begins between 6:00 a.m. and 11:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work. Upon mutual agreement between the supervisor and the employee the day shift may begin at 5 a.m. and would not be eligible for shift differential.
- 12.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.
- 12.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 p.m. An employee scheduled on the second shift shall receive eighty cents (\$.80) per hour on July 1, 2003; ninety cents (\$.90) per hour on July 1, 2004 in addition to their regular hourly rate (as set forth in Schedules A and B).
- 12.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 p.m. and 5:59 a.m. Employees scheduled on the third shift shall receive a shift premium of one dollar and five cents (\$1.05) per hour July 1, 2003; and one dollar and fifteen cents (\$1.15) per hour on July 1, 2004 in addition to the regular hourly rate (as set forth in Schedules A and B).
- 12.5 Relief shifts shall be defined as:
- 12.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 12.5.2 Employees regularly assigned to relief shifts shall receive the same shift premium rate as third shift in Article 12.4 in lieu of other shift premiums for all hours worked in the workweek.
- 12.5.3 Employees assigned to sliding shift at Parks shall be paid the third shift premium, for all time worked during daylight savings time. Parks will minimize the shift changes on the sliding shift as far as practical in recognition of the impact such shifts have on employees.
- 12.6 The shift premium provided for by 12.3, 12.4 and 12.5 above shall not apply during hours when earning overtime or when on vacation, sick leave, or any other

paid leave of absence and shall not be included in an employee's regular hourly rate for purposes of computing overtime or other premium or holiday pay of any kind.

13. OVERTIME

- 13.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate exclusive of shift premium, shall be paid for all work performed outside of or in excess of an employee's established shift hours and on the employee's sixth and seventh day of work in any week and on holidays, provided, however, that the Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half (1-1/2) hours off for each hour of overtime to a maximum of sixty (60) hours in one (1) year worked.
- 13.2 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and such information shall be posted. An employee who wishes additional or less available overtime shall review the matter with their immediate supervisor and Union representative.
- 13.3 Employees required to work around the clock, without an eight (8) hour rest period prior to the start of their next assigned shift and required to continue to work any part of their regular assigned shift shall continue to receive pay at the overtime rate for those hours worked.
- 13.4 An employee who is required to work more than four (4) hours before, or two (2) hours beyond their regular shift shall be allowed a lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes as determined by mutual agreement with the employees supervisor on the Employer's time, to be taken not later than the expiration of such four (4) or two (2) hour overtime period. In the event such employee works for more than four (4) hours, or more than two (2) hours before or beyond such four (4) or two (2) hour overtime period, they shall receive an additional lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes as determined by mutual agreement with the employees supervisor on the Employer's time for each additional four (4) or two (2) hour overtime increment as the case may be.
- 13.5 No employee shall be required to take their lunch period later than one (1) hour after the middle of their shift. In the event it is not possible to allow a lunch period before this time, the employee shall receive time and one-half for their one-half (1/2) hour lunch period and shall also be allowed a reasonable opportunity to eat their lunch on the Employer's time. For purposes of this Section, a "reasonable opportunity" shall include, with respect to Railroad employees, eating lunch at their duty stations.

14. REPORTING PAY AND MINIMUM PAY

- 14.1 Any Regular employee who is scheduled to report for work on their scheduled shift and who presents themselves for work as scheduled, but where work is not available or made available for them, shall be paid at their regular rate for the duration of their regular shift.
- 14.1.1 above shall not apply to Regular Part-Time or Temporary employees whose minimum guarantee shall be four (4) hours.
- 14.2 Any employee called to return to work immediately, or before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of their last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours.
- 14.2.1 If a Regular Part-Time or Temporary employee is called to work on the Railroad and circumstances make it unfeasible to operate the trains and the employee is sent home, and then later on this same day is called to return to work, they shall be guaranteed only two (2) hours pay for the second call.
- 14.2.2 Employees who agree to return to work after their regular shift for the purposes of training, meetings, or medical certification will receive pay at the overtime rate for the actual time at work and for not less than one (1) hour.
- 14.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.
- 14.4 Upon determination by the Zoo Director or Parks Director, or the Zoo or Parks Director's designee, of inclement weather conditions and such determination results in the decision to close the Oregon Zoo or the Parks and to send the staff home before the end of their normal shift, those employees required by Management to stay on the job shall receive one (1) hour travel pay.

15. SENIORITY

- 15.1 The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on July first

(1st) of each year and the Employer shall notify the Union by written communication immediately upon any change therein.

- 15.2 Regular Part-Time employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of continuous employment from their date of hire. Temporary employees shall accrue no seniority rights under this Article.
- 15.3 Except as provided in 15.1, in the matter of lay-off and recall of employees, as well as in the matter of promotion, selection of jobs or opportunities to work on new jobs, processes, or a preferred job within the Bargaining Unit and the selection of work shifts and vacation periods, the Employer shall prefer those employees with the greatest length of service with the Employer in accordance with the following sections. **If two or more employees were employed in any classification on the same day, seniority shall be determined by their order of hire by the Employer's records.**
- 15.4 Seniority of an employee as used in this Agreement shall be based upon their continuous length of employment with the Employer from their date of hire. Any employee who voluntarily quits, is discharged, or who doesn't return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer. Seniority shall continue and accumulate on the following basis:
- 15.4.1 During a lay-off.
- 15.4.2 Any authorized leave of absence in which an employee continues their pay status.
- 15.4.3 During a military leave of absence as provided for by law.
- 15.4.4 Up to one (1) year because of leave of absence caused by personal sickness or injury. The employee's seniority will be frozen after such leave provided they have requested to return to work as provided in 24.2.
- 15.4.5 Up to eighteen (18) months for an industrial accident. (See also 24.3.6)
- 15.4.6 Up to ninety (90) working days for a personal leave of absence.
- 15.4.7 Up to one (1) year for an educational leave of absence.

16. VACANCIES

- 16.1 For the purposes of this Article, a qualified employee is an employee who is qualified by knowledge, skill and experience, and is physically able to perform the

job. The parties recognize the desirability of preferring qualified employees. In the selection process for promotion, the Employer shall award one (1) percent of the total possible score to each qualified employee for each full year of continuous employment at the Zoo and Parks up to a maximum of ten (10) percent. In the event two or more qualified employees have the same final score, the employee with the greater length of service shall receive preference. When a vacancy occurs in a regular job, present employees shall be given the first opportunity on the following basis:

- 16.1.1 If the vacancy involved is a new job process or a preferred job within a classification first opportunity shall be given to qualified employees in that classification within the Work Unit where the vacancy occurs. **Second opportunity to fill the vacancy shall be afforded to any qualified employee covered by this Agreement.**
- 16.1.2 Whenever a vacancy occurs which creates promotional opportunities within the unit, qualified employees within the Work Unit where a promotional opportunity exists shall be given first opportunity to fill such vacancy, and second opportunity to fill promotional opportunity shall be afforded to any qualified employee covered by this Agreement.
- 16.1.3 **For purposes of vacancies and promotional opportunities which occur in Work Units Animal Care 1 and 2, those employees will be given first opportunity equally based on qualifications and seniority within the classification.**
- 16.1.4 An employee filling a promotional opportunity or filling a vacancy shall work the work schedule specified for such job.
- 16.1.5 Promoted employees shall serve a **one hundred and eighty (180) calendar** day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of **sixty (60), one hundred and twenty (120) and one hundred and fifty (150) calendar days** of their probationary period.
- 16.1.6 Any employee who is promoted and fails to qualify for the new position shall be returned to his former classification with all rights and conditions of employment they had in their former classification.
- 16.1.7 **Within one hundred and eighty (180) calendar days of promotion, any employee may elect to return to their former classification with no loss of rights and conditions of employment; provided a vacancy exists in the employee's former classification within six (6) months of the promotion.**
- 16.2 All vacancies which create job opportunities within the Bargaining Unit under Article 16 shall be posted in the work location of the affected employees. Such

job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made no later than the eighth (8th) working day after the first day of posting. The Employer will make a good faith effort to promote from within prior to advertising for outside candidates. This constitutes an internal Metro recruitment.

16.2.1 If the Employer makes an assignment from within the Bargaining Unit, the assignment will normally be made within seven (7) working days after the bid is closed. The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any applicants, the Employer shall submit in writing to applicants concerned the reasons for the choice with a copy to the Union.

16.3 Whenever a vacancy occurs in any regular job, the Employer may temporarily fill it by appointment. Qualifications and seniority shall be the two governing factors in such appointments. Employees on temporary assignments shall retain their seniority in their regular job classification. Temporary appointments shall not exceed 720 hours.

16.3.1 The Employer shall pay an employee assigned to a higher classification the rate for that classification.

16.3.2 If assigned to the ~~duties and responsibilities of a higher~~ classification at the beginning of the employee's shift, they shall receive the higher rate for a minimum of four (4) hours, but if more than four (4) hours they shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less they shall receive a minimum of four (4) hours at the higher rate, and if they work more than four (4) hours they shall be paid the higher rate for the balance of the shifts.

16.3.3 When it is necessary to work employees in a lower classification, the Employer shall pay the employee their regular rate for their regular classification.

17. REDUCTIONS IN FORCE

17.1 Reductions in force shall be accomplished by removing from the classification in which the over-supply exists the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which they have held Regular status in the order of their seniority in that classification in the Zoo and Parks.

- 17.1.1 No lay-offs or reduction to a lower classification shall be executed as long as there are Temporary employees, Seasonal employees, volunteers, or work release employees serving within the affected classifications covered by this Agreement.
- 17.1.2 The Employer shall recall laid-off employees on a strict seniority basis for the classification from which the employee was laid off.
- 17.1.3 On recall of laid-off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to their last known address. The employee shall have five (5) days to report their 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.
- 17.1.4 The rights to recall conferred by sections 17.1.2 and 17.1.3 shall continue for two years from the date of lay-off and then be terminated.

18. VACATIONS

All employees except Temporary employees shall receive vacations with pay as follows:

- 18.1 Annual vacation leave for employees shall be computed on the basis of hours worked during each calendar year. The rate that annual vacation leave accrues shall depend on the number of years of total service for the Employer, whether or not total service was broken. An employee's anniversary date for the purpose of accruing annual vacation leave shall be their date of hire.

Total Years of Service	Accrual per Hours Worked	Vacation and Leave Per Year	Maximum Accrual (2X Annual)
0 through 4	.0385 hours	80 hours	160 hours
5 through 9	.0577 hours	120 hours	240 hours
10 through 14	.0674 hours	140 hours	280 hours
15 through 19	.0770 hours	160 hours	320 hours
20 through 24	.0865 hours	180 hours	360 hours
25 yrs. or more	.0962 hours	200 hours	400 hours

- 18.2 An employee's vacation is deemed earned at the end of each pay period pursuant to Article 9. Probationary employees earn, but may not use vacation, until their probation is completed.

- 18.3 In computing vacation "years of total service" as used in 18.1 above:

- 18.3.1 Includes time taken while on leave of absence with pay or military service without pay.

- 18.3.2 Includes absence because of an on-the-job injury up to eighteen (18) months.
- 18.3.3 For Regular Part-Time employees, total length of service shall constitute the accumulative number of months in which such employee actually worked eighty (80) hours or more. Such employee will accrue vacation leave on the basis of time actually worked each month.
- 18.4 Employees shall continue to earn vacation credit for:
- 18.4.1 A period of one year because of an absence caused by an on-the-job injury.
- 18.4.2 Any authorized leave of absence where an employee continues their pay status.
- 18.4.3 Any authorized personal leaves of absence not to exceed thirty (30) days in a fiscal year.
- 18.5 The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24) month period. Except, however, if during the month of December, the Employer requires an employee to work their vacation period that was previously scheduled, and approved, the amount of vacation worked may be carried over in addition to two year's accumulation.
- 18.6 Whenever an employee **who has completed probation** is laid off or terminated, their accrued and unused vacation hours shall be paid in accordance with state law.
- 18.7 Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation time on the basis of seniority as provided in Article 18.9.
- 18.8 **Work Unit, as discussed in Article 18.9, shall be defined for the Zoo as per Article 3.8 and for Regional Parks for the purposes of vacation selection only as: Blue Lake Regional Park, Oxbow Regional Park, Marine Facilities, Pioneer Cemeteries, Natural Resources, and Operations & Maintenance Support.**
- 18.9 Vacation selections shall be by classification on the basis of seniority within the Work Unit in which employed:
- 18.9.1 Each employee will be entitled to exercise their seniority for only one (1) vacation selection each year. For purposes of this section "selection" means one or more consecutive days.

18.9.2 Such selection shall be made by bid posting between January 15 and February 15, of each year for vacations between April 1 of that year and March 31 of the next year in accordance with the following:

18.9.2.1 Any employee wishing to submit a bid concerning preferred vacation scheduling shall do so in writing not later than February 15. Employees on the top third of the seniority list will submit their preferred vacation bid in writing no later than January 25. Employees on the middle third of the seniority list will submit their preferred vacation bid in writing no later than February 5. Employees on the bottom third will submit their bids no later than February 15. Failure to submit a bid on a timely basis means that seniority vacation bidding rights are forfeited for that year.

18.9.2.2 Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved in accordance with 18.9.2.1.

18.9.2.3 In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer in accordance with 18.9.2.1, seniority shall control subject only to the overall staffing needs of the Zoo operation.

18.9.2.4 Requests for vacation after the preferred vacation has been satisfied shall be on a first come first served basis and shall not be unreasonably denied.

19. HOLIDAYS

19.1 Holiday eligibility will be pro-rated based on actual scheduled hours worked within the preceding pay period, or for the hours actually worked on the holiday, with the exception that personal holiday eligibility will be pro-rated based upon the employee's full-time equivalent (FTE) status. The following holidays shall be recognized and observed as guaranteed paid holidays:

19.1.1 New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and additional days designated by the President and confirmed by the Congress of the United States or by the Governor and confirmed by the Legislature of the State of Oregon as legal holidays for all citizens. After completion of six (6) months' service, each employee covered by the terms of this Agreement shall have two (2) personal

holidays per fiscal year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor. Personal holidays not taken within the year accrued will be forfeited. Personal holiday time must be utilized prior to use of any vacation time, and will be monitored by payroll.

- 19.1.2 A Regular Part-Time employee shall be entitled to receive Personal Holiday pay only upon completion of six (6) consecutive calendar months in which such employee works eighty (80) hours or more per month.
- 19.2 Whenever one of the above-listed holidays falls on Saturday, the Friday before or the Monday following said holiday shall be considered as a holiday and paid for as such. The Employer shall have the option to schedule employees off for that holiday on either of such days in accordance with operational needs. As to any employee who is not given either the preceding Friday or the following Monday off as a holiday, the preceding Friday shall be deemed the holiday. Notwithstanding the foregoing, those jobs which operate seven (7) days per week and/or twenty-four (24) hours per day will observe Christmas on December 25, New Year's on January 1, and Independence Day on July 4th.
- 19.3 Whenever a holiday falls on Sunday, the following Monday shall be deemed a holiday and paid for as such. Whenever a holiday falls on an employee's regularly scheduled day off, the employee may, prior to such holiday, choose the first work day preceding or following such holiday, subject to overall staffing needs of the Zoo and Parks operation, and such day shall be considered a holiday and paid for as such.
- 19.4 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay they shall be paid the overtime rate for any holiday they are required to work. However, if an employee is regularly scheduled to work on a holiday, they will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five (5) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the fiscal year it accrues.
- 19.4.1 An eligible employee shall be any employee who has been an employee of the Employer at least ten (10) days prior to the holiday.
- 19.4.2 No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately

following the holiday, unless they were on pay status for the entire such day before and day after, or unless they have previously applied to their supervisor in writing for permission to be so absent and such written request has been approved by the Director. However, in emergency situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence, to the Director. If the Director considers the reason for the absence excusable, the holiday pay shall be paid. Should the Director either question the validity of the request or consider the reason for the absence insufficient cause for being absent, they shall contact the Union, discuss the case with them, and together shall render a decision. The deliberation and decision shall be based upon both the following considerations:

- 19.4.2.1 Whether the absence would have been granted had prior approval been sought, and, in addition
- 19.4.2.2 Whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.
- 19.4.3 If a holiday is observed during an employee's vacation period, they may have their vacation lengthened (either before or after) for one (1) day with pay or they may choose a deferred holiday with pay.
- 19.4.4 If an eligible employee is on sick leave and a holiday is observed, they shall be paid for such holiday and it shall not count against their accumulated sick leave.
- 19.4.5 Notwithstanding any other provision of this Article, Regular Part-Time employees shall be eligible for paid holidays only if working on a regularly scheduled basis, holiday pay for eligible Regular Part-Time employees will be computed on the basis of hours worked in accordance with Article 19.1. Regular Part-Time employees who accept on-call work on holidays will be paid, at the overtime rate, only for time worked.
- 19.4.6 **Notwithstanding any other provision of this Article, temporary employees shall be entitled to receive holiday pay only if they were scheduled to work on said holiday.**

20. HEALTH AND WELFARE

- 20.1 The Employer shall pay into the Oregon Laborers-Employers Trust Fund on behalf of each regular employee who works eighty (80) hours or more per month, the required monthly premium under the Health Maintenance Medical Plan. New

employees who work eighty (80) hours or more by the twentieth (20th) day of a month, will be eligible to use their health and welfare one month earlier than is provided in the Oregon Laborers-Employers Health and Welfare Trust Fund Handbook as it reads of this date. For detailed eligibility requirements check the Oregon Laborer-Employee Health and Welfare Trust Fund Handbook. Such sum shall be applied to purchase monthly medical, psychiatric, dental, eye care, insurance and sick leave benefits under such Fund for each eligible employee and their eligible dependents in accordance with the Health Maintenance Medical Plan of the Fund. Payments shall be submitted each month on behalf of eligible employees and dependents for the preceding month to Oregon Laborers Trust Funds, 2929 N. W. 31st Avenue, Portland, Oregon 97210, the administrators of the Fund. The parties recognize the administrative desirability of a single health and life insurance program for all employees. Employees of the Employer who are employed at the Oregon Zoo and who are outside the Bargaining Unit covered by this Agreement may, at Employer option, be covered by such insurance on the same terms as specified above under uniform rules of eligibility and qualification as specified in the applicable plan. **In accordance with Article 20.4.1, Regular Part-Time employees, after they have worked ninety (90) working days and work eighty (80) hours or more per month, will be provided health and welfare coverage.**

20.2 Any eligible employee who does not work the required eighty (80) hours per month during the preceding month shall have the option to self-pay, by payroll deduction or by direct payment. Payroll deduction shall be contingent upon and operative only in the event an employee works a sufficient number of hours during a subject month to cover the required payment. Temporary employees are not eligible for health and welfare coverage as provided by this Agreement.

20.2.1 **For the 2003-2004 Fiscal Year, Metro will contribute full premium costs for health insurance coverage provided by the Oregon Laborers Trust (OLT) for those employees who elect OLT health coverage.**

20.2.2 **The Oregon Laborers Trust (OLT) shall provide coverage for domestic partners no later than May 1, 2006. If OLT is unable to offer such coverage it will not be offered in Metro's 2006 open enrollment period.**

20.3 All regular full-time employees may enroll in the Metro sponsored health and welfare plan. Metro sponsored health coverage will include medical, dental and vision coverage for the employee and their dependents. Metro sponsored Welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 20.6.

20.4 All regular employees who are working 20 hours or more a week for Metro prior to July 1, 2003 are eligible for full health and welfare benefits. Metro Sponsored health coverage will include medical, dental, and vision coverage for the employee and their dependents. Metro sponsored Welfare coverage will include long term

disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 20.6.

- 20.4.1 Regular part-time employees working .5 FTE or greater hired after July 1, 2003 are eligible for Health and Welfare benefits pro-rated according to their FTE.
- 20.4.2 If Metro should hire a regular employee at less than .5 FTE, the employer and the Union will meet to discuss possible coverage options.
- 20.5 During the term of this Agreement Metro will pay the following amounts for medical, dental, and vision coverage for eligible employees:
- (a) Effective July 1, 2003, Metro shall contribute up to \$562.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
 - (b) Effective July 1, 2004, Metro shall contribute up to \$629.50 per employee per month for the medical, dental and vision plans provided by OLT, an HMO, and/or indemnity carrier.
 - (c) Effective July 1, 2005, Metro shall contribute up to \$692.50 per employee per month for the medical, dental and vision plans provided by OLT, an HMO, and/or indemnity carrier.
 - (d) Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce employee's out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management Benefits Committee in Article 20.7.
- 20.6.1 Life insurance, dependent life, accidental death and dismemberment, and long term disability coverage shall be provided to all employees who enroll in the Metro plan. Such coverage will be provided at no cost to the employee unless adjustments are made by the joint committee, to keep medical, dental and vision costs below the cap for that coverage, pursuant to Article 20.6 of this Agreement.
- 20.6.1 Beginning July 1, 2004 employees who select the Oregon Laborer's Trust (OLT) shall self pay long term disability. In the event OLT adds Long Term Disability as part of its coverage, the employee will no longer be required to pay for Metro's plan.
- 20.7 A Joint Labor-Management Committee (JLMC) comprised in accordance with adopted by-laws shall review health, dental, and vision insurance plans and costs. Metro shall make available to the committee current information regarding

insurance premium rates and projected increases, as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverage to stay below the specified Employer contributions for each year of the Agreement. Each employee shall contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised as provided in the Committee's by-laws. The Committee shall make recommendations to the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in Sections 20.2.1 through 20.5 of this article.

The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize the remedies available under ORS 243.698 – 243.722 including mediation and factfinding.

20.8 Metro will fund health benefits to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.

20.9 The Employer will not be liable for payroll deduction or premium payment errors, but will make proper adjustment for errors as soon as practicable, upon knowledge of the error.

21. RETIREMENT

21.1 Effective July 1, 1991, and during the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes. The extent of PERS membership shall include prior eligibility service, and the unused sick leave option, which shall become effective July 1, 1992. PERS membership shall not include prior benefit service.

21.2 Effective December 16, 1994, the "employee portion" (6%) shall be paid by the employee through automatic payroll deduction as authorized by the Agreement.

21.3 Employer may alter or amend the plan or plans provided in paragraph 21.1, change the insurance carrier or funding agent or consolidate, adopt and execute a substitute plan or plans provided that the total employer contribution to such plan or plans shall not be less than eleven (11) percent of earned wages and that current vesting practices shall not change in any way which would result in a decrease in retirement benefits to any given employee. Employer and Union will meet and confer prior to any such action by Employer.

21.4 The Employer agrees to convert sick leave pay, upon retirement, to a PERS Supplement, as contemplated by ORS 237.350.

21.5 The Employer agrees to convert sick leave pay upon retirement, for those employees covered under the Employer's private retirement program on the same basis as those employees under PERS.

22. SICK LEAVE

22.1 Regular employees and regular part-time employees shall earn sick leave at the rate of .05 hours per hour in pay status to a maximum of 104.4 hours in a calendar year. Qualified employees shall be eligible for use of earned sick leave after ninety (90) calendar days service with the Employer. Employees may accumulate unlimited sick leave.

22.2 Employees using sick leave shall notify or cause to be notified, their immediate supervisor or their designee thirty (30) minutes before commencement of their shift. However, animal keepers must notify the supervisor on duty before the start of their shift consistent with usual practice. Sick leave with pay may not be allowed unless such report has been made.

22.3 An employee shall be entitled to use a maximum of four (4) consecutive calendar days sick leave without a 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 calendar days sick leave without a doctor's certificate.

22.3.1 If an employee is on sick leave prior to their regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate.

22.3.2 When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work.

22.4 Employees may use **sick leave** for illness in their immediate family in accordance with FMLA and OMLA. **Domestic partners are considered immediate family for purposed of this Article.**

22.5 **Sick Leave Misuse:** Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline pursuant to Article 28 - Discipline and Discharge and/or may be required to furnish a doctor's certificate for each day of illness.

22.5.1 "Misusing sick leave" shall include (a) exhaustion of all accrued sick leave, and/or (b) use of four (4) days of sick leave in the preceding six (6) months.

- 22.5.2 No employee shall be disciplined or discharged for misusing sick leave solely on the basis of (a) or (b) above unless the employer has first notified the employee that they appear to be misusing sick leave and given the employee an opportunity to respond.
- 22.6 Pregnancy shall be considered an illness for the purpose of this Article. Pregnant employees who continue to work after knowledge of their pregnancy shall sign a release of liability in favor of the Employer concerning possible harm to the fetus from animal-related diseases.
- 22.7 Temporary employees shall accrue no sick leave benefits.
- 22.8 Sick pay is provided in a specified amount per week as of the execution of this Agreement, as a consequence and as a part of the Health and Welfare coverage provided under Article 20 of this Agreement. It is mutually agreed that there will be no duplication of sick leave benefits paid by the Oregon Laborers-Employers Trust Fund and sick leave provided under this Agreement. As a consequence, any such leave benefits paid by the Oregon Laborers- Employers Trust Fund shall be credited against any sick leave payments which would otherwise be payable by the Employer under this Article and shall not be payable by the Employer. Any sick leave payments from the Health and Welfare Fund with which the Employer is credited shall (not) be charged against the employee's accumulated sick leave under section 22.1 of this Article. Employees eligible for sick pay from the Trust Fund must apply for said pay, and shall not be paid by Metro for amounts which should have been received from the Trust Fund.
- 22.9 No sick leave pay shall be paid for injuries related to outside employment.
- 22.10 An employee using twenty-four (24) hours or less sick leave in a fiscal year, shall be credited with one (1) day of additional vacation or pay.
- 22.11 Employer and Union agree to work together during the period of the Agreement to identify and curb abuse of sick leave and industrial accident benefits.

23. FUNERAL LEAVE

- 23.1 An employee absent from duty by reason of the death of their spouse, domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law shall be allowed not to exceed two (2) days time off duty without deduction of pay on account of such absence.
- 23.2 An additional two (2) days leave shall be allowed an employee for necessary funeral travel time in the event of a death in their immediate family. Approval for such travel time shall be made by the Supervisor.

- 23.3 Under exceptional circumstances, leave for death may be granted by the Director upon the death of a person other than the employee's immediate family.
- 23.4 When an employee attends a funeral ceremony for a fellow employee within Metro, they will be granted four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

24. OTHER LEAVES

- 24.1 With reasonable advance notice and with consent of the Employer, employees may be permitted other unpaid leaves of absences under the following conditions:

- 24.1.1 Personal leaves of absence, where the employee will return to work within **one hundred eighty (180) calendar** days. Personal leaves of absence shall not be granted for other outside employment.

- 24.1.2 Job related educational leaves of absence may be granted for a period not to exceed one (1) year. Educational leave privileges will be rescinded in those instances where an employee is found to be engaged in other employment not directly related to the pre-approved education program.

- 24.1.3 The return to work criteria shall be that used in 24.2, except that accrued sick leave may not be used during an educational leave of absence.

- 24.2 Upon application, supported by a statement of the attending physician, a leave of absence will be granted without pay for a period not to exceed one (1) year in cases of pregnancy, personal illness or physical disability that is non-job-related. Any employee requesting such a leave shall file such request in writing with the Director and attach thereto a statement of the attending physician.

- 24.2.1 Such leave shall also be granted for critical illness in the immediate family if supported by a statement of the attending physician and by proof that the illness requires the employee's attendance.

- 24.2.2 The leave of absence without pay shall commence immediately, or if used, upon exhaustion of earned sick leave and vacation. Employees upon ceasing work, shall use such vacation and sick leave as may have been earned, except that such vacation time must have been regularly available to him or to her during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the employee ceases work.

- 24.2.3 After a leave of absence of **one hundred (180) calendar** days or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, if a vacancy does not

exist at the time such employee decides to return from a leave, they shall be placed on the appropriate laid-off list in accordance with seniority which list shall be subject to the provision of section 17.1.4

- 24.3 During an absence due to an industrial accident which is accepted by Workers' Compensation, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer for as many days as they have accrued sick leave on the day of the accident. The Employer and the Union agree that the daily supplement will be 1/3 of the normal gross daily wages. Both parties agree to the principle that the employee should suffer no financial penalty nor should the employee have a financial advantage by being in a disability status. Medical progress reports and an independent medical examination may be required as a condition of all such payments. The cost of an independent medical examination will be paid by the Employer. The parties agree that in those instances where the provisions of this article are in conflict with current Workers' Compensation law and administrative rules said laws and administrative rules will prevail.
- 24.3.1 On an employee's date of hire, they shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two (2) years from the employee's date of hire and shall be used prior to the supplement outlined in 24.3 above.
- 24.3.2 Payments made by the Employer under subsections 24.3 and 24.3.1 above shall not be charged to accrued sick leave.
- 24.3.3 If an employee exhausts all benefits in 24.3 and 24.3.1 above, and remains employed with Employer, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing they were eligible for Employer-paid benefits at the time of the accident.
- 24.3.4 Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position they held at the time of their accident if they are physically capable of performing the duties of such position.
- 24.3.5 If an injured employee has become medically stable and is physically unable to return to the position they held at the time of injury, or the eighteen (18) month period in 24.3.4 has expired, then they will be re-employed in accordance with applicable State law.
- 24.3.6 Employees whose benefits under 24.3 have expired will automatically be placed on an Industrial Accident Leave of Absence. However, an employee who has not returned to work within the eighteen (18) month

period in 24.3.4 shall have their seniority frozen and shall accumulate no further seniority until they return to work.

24.3.7 Employees hired as replacements for persons on Industrial Accident Leave, in accordance with 24.3.4, 24.3.5 and 24.3.6, will be informed as to the right of an injured worker to return to their job.

24.4 Parental leave as provided under this Article shall be no less than provided for in ORS 659.470.

24.5 On a case by case basis, employees may be granted an unpaid leave of absence for Union business. Written requests shall not be unreasonably denied. The agency will suffer no negative customer service or economic impacts.

25. JURY DUTY

25.1 All employees shall be granted leave with pay and without loss of any benefits of their employment, to serve as a juror or witness in response to a subpoena or similar service issued out of a state or federal court, subject to the following provisions:

25.1.1 The employee granted such leave shall pay all money received for their service as juror or witness to the Employer, less any travel allowance received.

25.1.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation days, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on their day off or vacation day.

25.1.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in their work shift, they shall notify their supervisor and shall report to work the remainder of their shift if their supervisor requests him/her to do so. For the purpose of this Article, the employee shall be considered as working the day shift.

26. SAFETY – SANITATION

26.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the Employer when discipline is reasonably required in the case of safety regulation violations.

- 26.2 The Union will encourage their members to work in a safe manner. Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee.
- 26.3 Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint Safety Committees will be established to represent the following primary places of employment:

1. Oregon Zoo
2. Regional Parks and Greenspaces

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization. Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area.

- 26.3.1 Each month each supervisor shall hold a safety meeting with their crew. The supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on their crew.
- 26.4 All work performed by the employees shall be governed by the provisions set forth in OR-OSHA regulations.
- 26.5 No employees shall operate any vehicle or machinery which does not comply with OR-OSHA or the laws of the State of Oregon.
- 26.5.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical reasons, the Employer shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.
- 26.6 Any employee, who believes that any working condition or machinery is unsafe, shall immediately call it to the attention their supervisor and the safety committee.
- 26.7 No employee shall be disciplined for refusal to violate OR-OSHA regulations or the laws of the State of Oregon.
- 26.8 Any condition that the Union believes a violation of reasonable sanitation practices may be taken up through the Grievance procedure under Article 29.

- 26.9 Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.
- 26.10 No employee shall be required to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the safety committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.
- 26.11 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer.

27. CLOTHING

- 27.1 Where the Employer requires specified working clothing for employees in its various operations the Employer will furnish such clothing. Clothing shall be of an appropriate size, and in good working order. Employees shall be required to wear such clothing. The Employer may expand this policy to any of its operations covered by this Agreement. The Employer agrees to have a washer and dryer available on the premises at the Zoo for Zoo employees to launder their work clothes in an emergency situation.
- 27.2 The Employer will furnish raincoats and rainpants in those cases where the nature of the work requires employees to work out-of-doors in inclement weather. The Employer will also furnish a winter coat for any regular part-time or regular full-time employee who requests it.
- 27.3 Any employee working in a position where the Employer requires safety shoes, shall be reimbursed at five cents (\$.05) per hour as part of their regular hourly pay. Purchase of safety shoes shall be on the employee's time. Such safety shoes must be worn when on duty.

28. DISCIPLINE AND DISCHARGE

- 28.1 Disciplinary actions shall include only the following: oral reprimand, written reprimand, demotion, suspension or discharge in writing.
 - 28.1.1 Disciplinary action or measures may be imposed only for just cause. Disciplinary actions imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- 28.2 The Employer shall not discharge any non-probationary employee without just cause. If, in any case, the Employer feels there is just cause for such discharge, the employee involved will be suspended for five (5) working days without pay or accrual of benefits. The employee and their Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the reason in detail for the suspension and discharge specifying dates, locations, and the particular nature of the reason for the suspension and discharge.
- 28.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 29.1.3 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.
- 28.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by a Board of Adjustment or by an arbitrator under the grievance procedure hereinafter set forth.
- 28.3 During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.
- 28.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.
- 28.5 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.

29. GRIEVANCES, COMPLAINTS AND ARBITRATION

- 29.1 A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Grievances shall be processed in the following manner:
- 29.1.1 Any employee with a grievance shall refer the matter in writing within 14 calendar days of the date upon which the alleged grievance occurred. The employee may be accompanied by a Union representative in any discussion following such reference to the supervisor. The Union may take up any grievance with or without the consent of the employee.

- 29.1.2 If the matter is not settled within ten (10) calendar days of reference to the supervisor, the matter may be referred to the Director, provided that such reference shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested, and shall be presented to the Director or their designated representative within fifteen (15) calendar days of the expiration of the ten (10) calendar day period for settlement with the supervisor. The Director, or their designate, and such assistants as they may select shall meet promptly to attempt to settle such grievance with the Union.
- 29.1.3 Should the Union and the Director fail to effect a settlement of the dispute within ten (10) calendar days of its submission to the Director, the Union shall have the right to perfect and submit the grievance in writing to the Chief Operating Officer, provided that such submission shall be within twenty (20) calendar days from the date of submission to the Director.
- 29.1.4 Should the parties fail to settle the dispute with the Chief Operating Officer within fifteen (15) calendar days from the date of submission, it may, upon mutual agreement, be referred in writing within ten (10) calendar days thereafter to a Board of Adjustment, or mediation upon mutual agreement of parties which shall convene to hear the matter. The Board of Adjustment shall consist of two (2) members designated by the Chief Operating Officer and two (2) members designated by the Union involved. Members of the Board of Adjustment designated by the Chief Operating Officer and the Union shall not be from the Department or local union involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the Department involved, or the Chief Operating Officer. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.
- 29.1.5 If the grievance remains unresolved by mediation, or by reason of a Board of Adjustment deadlock, the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Chief Operating Officer of its decision in writing within twenty-one (21) calendar days from the date of the decision of the Board of Adjustment. After the grievance has been so submitted, the parties or their representatives shall jointly request the State Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select or, if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name

objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

- 29.2 The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. Their decision shall be within the scope and terms of this Agreement and shall be given in writing forty-five (45) days after the hearing. However, nothing in this section prohibits the parties from attempting to resolve the grievance through mediation.
- 29.3 The Employer and the Union shall divide equally and pay the arbitrator's fee, the cost of any hearing room and cost of reporting if requested by the arbitrator. All other expenses shall be borne by the party incurring them.

30. STRIKES AND LOCKOUTS BARRED

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for the duration of the Agreement there will be neither strikes nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

31. SAVING CLAUSE

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.

32. TERMINATION – RE-OPENING

- 32.1 This Agreement shall be in full force and effect from July 1, 2003 until June 30, 2006, and it shall cease and expire on that date.
- 32.2 The Union will notify the Employer, not later than January 15, 2006, that it intends to reopen this Agreement for the purpose of negotiation all or part of this Agreement.
- 32.3 If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary

delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

For METRO:

For LABORERS' INTERNATIONAL
UNION LOCAL 483:

By: _____
Michael Jordan
Chief Operating Officer

By: _____
Lawrence W. Marine Jr.
Business Manager

Schedule A

METRO
LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE
Regular Employees
(Hired before 07/01/99)

Salary Range	Job Code	Classification	Entrance Rate	After Six Months	After One Year
360	0019*	Typist-Receptionist **	12.82	13.37	14.36
201	3021*	Typist-Receptionist Lead	13.40	14.03	15.05
361	0035*	Clerk/Bookkeeper	13.41	14.34	15.28
362	3020*	Clerk/Stenographer	14.39	15.30	16.33
364	0461*	Stationmaster **	15.87	16.40	17.00
344	0444*	Custodian	16.39	17.53	18.16
365	0465*	Gardener 1	16.39	17.53	19.07
359	0445*	Maintenance Worker 1	16.39	17.53	18.73
367	0470*	Animal Keeper	17.03	17.24	19.83
366	0535*	Nutrition Technician	17.03	18.43	19.83
367	0536*	Veterinary Technician	17.03	17.24	19.83
368	0466*	Gardener 2	17.84	18.75	20.08
358	0446*	Maintenance Worker 2	17.84	19.09	21.35
363	0450*	Park Ranger	17.84	18.75	20.08
369	0447*	Maintenance Worker 3	18.99	20.25	22.62
370	0468*	Arborist	20.50	21.43	22.77
370	0467*	Senior Gardener	20.50	21.43	22.77
370	0478*	Work Center Coordinator	20.50	21.43	22.77
371	0471*	Sr. Animal Keeper	21.65	21.65	21.65
375	0448*	Maintenance Technician	21.11	22.46	25.11
372	0455*	Maintenance Lead	22.09	23.48	26.23
373	0456*	Master Mechanic	22.09	23.48	26.23
376	3456	Project Coordinator	50,739.61	56,685.85	62,632.08
374	0457*	Maintenance Electrician	29.69	-----	-----

* Non-exempt

** Included 3 cents for uniform laundering

Effective: 07/01/2003 - 06/30/2004

Revised: 07/22/2003

COLA: 2.0% (07/01/2003)

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by Lena L. Bannick

Schedule A

METRO LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE Regular Employees

Salary Range	Job Code	Classification	Entrance Rate	After Six Months	After One Year
360	0019*	Typist-Receptionist **	9.93	11.97	14.36
364	0461*	Stationmaster **	10.21	12.00	13.81
201	3021*	Typist-Receptionist Lead	10.39	12.55	15.05
361	0035*	Clerk/Bookkeeper	10.40	12.84	15.28
344	0444*	Custodian	10.75	12.59	14.40
346	0451*	Lead Cash Office Clerk	10.92	13.52	16.04
362	3020*	Clerk/Stenographer	11.15	13.70	16.32
365	0465*	Gardener 1	14.16	16.51	19.07
367	0470*	Animal Keeper	14.65	17.24	19.83
366	0535*	Nutrition Technician	14.65	17.24	19.83
367	0536*	Veterinary Technician	14.65	17.24	19.83
359	0445*	Maintenance Worker 1	15.15	16.94	18.73
368	0466*	Gardener 2	15.44	17.76	20.08
363	0450*	Park Ranger	16.23	18.16	20.08
358	0446*	Maintenance Worker 2	16.85	19.09	21.35
358	0449*	Exhibits Technician II	16.85	19.09	21.35
370	0468*	Arborist	17.75	20.26	22.77
370	0467*	Senior Gardener	17.75	20.26	22.77
370	0478*	Work Center Coordinator	17.75	20.26	22.77
369	0447*	Maintenance Worker 3	17.85	20.24	22.62
375	0448*	Maintenance Technician	19.81	22.46	25.11
371	0471*	Sr. Animal Keeper	19.93	20.44	21.65
372	0454*	Exhibits Lead	20.72	23.48	26.23
372	0455*	Maintenance Lead	20.72	23.48	26.23
373	0456*	Master Mechanic	20.72	23.48	26.23
376	3456	Project Coordinator	50,739.61	56,685.85	62,632.08
374	0457*	Maintenance Electrician	29.69	-----	-----

* Non-exempt

** Included 3 cents for uniform laundering

Effective: 07/01/2003 - 06/30/2004

Revised: 07/22/03

COLA: 2.0% (07/01/2003)

Schedule B

METRO
LABORERS INTERNATIONAL UNION, LOCAL 483 PAY SCHEDULE
Temporary Employees
(Hired before 07/01/99)

Salary Range	Job Code	Classification	Hourly Rate
408	4008*	Ticket Seller **	9.41
460	4019*	Typist-Receptionist **	12.10
461	4035*	Clerk/Bookkeeper	12.96
462	4020*	Clerk/Stenographer	13.62
463	4430*	Laborer	13.66
464	4461*	Stationmaster **	15.03
444	4444*	Custodian	15.50
465	4465*	Gardener 1	15.50
445	4445*	Maintenance Worker 1	15.50
467	4470*	Animal Keeper	16.13
466	4535*	Nutrition Technician	16.13
467	4536*	Veterinary Technician	16.13
468	4466*	Gardener 2	16.89
446	4446*	Maintenance Worker 2	16.89
450	4450*	Park Ranger	16.89
469	4447*	Maintenance Worker 3	17.97
470	4468*	Arborist	19.41
470	4467*	Senior Gardener	19.41
470	4478*	Work Center Coordinator	19.41
471	4471*	Senior Animal Keeper	19.82
475	4448*	Maintenance Technician	19.97
472	4455*	Maintenance Lead	20.88
473	4456*	Master Mechanic	20.88
474	4457*	Maintenance Electrician	26.92

* Non-exempt

** Included 3 cents for uniform laundering

Effective: 07/01/2003- 06/30/2004

Revised: 07/22/2003

COLA: 2.0% (07/01/2003)

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by Lena L. Bannick

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 03-3355 FOR THE PURPOSE OF RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN LABORERS INTERNATIONAL UNION (LIU) LOCAL 483 AND METRO FROM JULY 1, 2003 TO JUNE 30, 2006

Date: July 21, 2003

Prepared by: Roy Soards and Tanya Collier

BACKGROUND

This resolution is submitted to ratify the tentative agreement between LIU Local 483 and Metro for the period July 1, 2003 to June 30, 2006. Total membership of LIU 483 is 95 with employees at the Zoo and Parks department. Under this three year agreement the following key economic work conditions conditions have been agreed to:

1. Wages:

- a. July 1, 2003 a 2% across the board wage increase
- b. July 1, 2004 an increase of 1-3% in accordance with Portland Consumer Price Index (CPI) and capped at 3%.
- c. July 1, 2005 an increase of 1-3% in accordance with Portland CPI and capped at 3%.
- d. If the Portland CPI exceeds 4% in 2005 the contract may be reopened for the purpose of negotiating wages only.

2. Health and Welfare Benefits:

- a. Effective July 1, 2004, the currently uncapped Oregon Labor Trust (OLT) Medical plan will be capped at the Metro cap rate.
- b. The OLT currently does not offer domestic partner coverage. If domestic partners are not offered covered by the OLT by May 1, 2006, this plan will no longer be offered to Metro employees.
- c. July 1, 2003 the cap for medical insurance is raised 5% to \$562; July 1, 2004 the cap is raised 12% to \$629.50; July 1, 2005 the cap is raised 10% to \$692.
- d. Regular part-time employees working .5 FTE or greater hired after July 1, 2003 are eligible for Health and Welfare benefits pro-rated according to their FTE. Currently Zoo employees working 20 hours or more per week receive full health coverage. Employees currently covered under this system will be grandfathered in at their current benefit level.
- e. Employer Contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce the employee's out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the joint Labor Management Committee.

3. Zoo work Unit is defined in accordance with the Zoo's reorganization of Animal Management as:

- a. Animal Care 1: Africa, Carnivores, Elephants, Marine Life
- b. Animal Care 2: Birds, Education Programs, Great Northwest, night care and Primate.

ANALYSIS/INFORMATION

1. **Known Opposition** None Known
2. **Legal Antecedents** Previously approved LIU contract conditions
3. **Anticipated Effects** Business will continue uninterrupted and with a seamless transition between the old and new labor contract.
4. **Budget Impacts** For the current year beginning July 1, 2003, the 2% wage increase and 5% increase in the cap for medical costs is accounted for in the budget passed by Council.

RECOMMENDED ACTION

Chief Operating Officer recommends approval of resolution.