

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING THE) RESOLUTION NO. 87-789
1987-1989 COLLECTIVE BARGAINING)
AGREEMENT BETWEEN THE METROPOLITAN) Introduced by the
SERVICE DISTRICT AND LABORERS) Executive Officer
INTERNATIONAL UNION, LOCAL 483)

WHEREAS, The negotiated agreement between the Metropolitan Service District and the Laborers International Union, Local 483, expired June 30, 1987; and

WHEREAS, Negotiations for a new agreement between the Laborers International Union, Local 483, and the Metropolitan Service District are complete; now, therefore,

BE IT RESOLVED,

That the following actions are adopted for the purpose of authorizing the Executive Officer to execute effective July 1, 1987, the Collective Bargaining Agreement as negotiated between the Metropolitan Service District and the Laborers International Union, Local 483:

1. The Collective Bargaining Agreement is revised to include the negotiated amendment numbers 1 through 9 listed in Attachment A.
2. The Metropolitan Service District Pay Plan, Table V, amended to reflect the negotiated wage settlement in Schedule A of the Agreement as listed in Attachment B.
3. The Metropolitan Service District Classification Plan is amended to include the revised class specification of Commissary/Nutrition Technician as shown in Attachment C.

ADOPTED by the Council of the Metropolitan Service District
this 13th day of August, 1987.


Richard Waker, Presiding Officer

ATTACHMENT A
AMENDMENT NO. 1
July 31, 1987

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, 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, [~~or mandatory retirement at age 70~~].

FOR THE PURPOSE OF APPROVING THE 1987-1989
COLLECTIVE BARGAINING AGREEMENT BETWEEN METRO AND
LABORERS INTERNATIONAL UNION, LOCAL 483

Date: July 28, 1987

Presented by: Ray Phelps
Randy Boose

FACTUAL BACKGROUND AND ANALYSIS

A letter requesting that Metro begin renegotiation of the Collective Bargaining Agreement was received March 26, 1987, from the Business Agent for Local 483. Eleven meetings were held between April and July. Negotiations were completed July 10, 1987.

The Union submitted 12 proposals to change the Agreement, including a COLA request. They also proposed that Metro voluntarily recognize the Nutrition Technician classification, which is currently non-union, as part of the bargaining unit. There is one person in this classification.

Nine proposals and a revised Schedule A of the Pay Plan were negotiated to the mutual satisfaction of both parties. Agreement was also reached on a revised class specification for the Nutrition Technician position (a revised class specification is attached). Part of the revised class specification included changing the title to Commissary/Nutrition Technician.

The key points of the issues negotiated in the Agreement include the following:

- a. Amendment No. 1 -- Eliminates the mandatory retirement age language to conform with federal law.
- b. Amendment No. 2 -- Increases by \$.05 the shift differentials for swing and graveyard and by \$.10 for relief shift.
- c. Amendment No. 3 -- Increases by 3 percent all wages in Schedule A effective July 1, 1987, with a COLA for 1988-1989 based on National CPI-W average increase (June 1987 through May 1988). The COLA increase will not be less than 3 percent nor more than 5 percent with a reopener clause if the average is over 5 percent.

The changes to Schedule A also increase the hourly rate for Typist-Receptionist, Clerk (Bookkeeper) and

Clerk-Steno by \$.10 for the "after one year" rate. The hourly rate will also be increased by \$.10 in July 1988.

The Schedule A also adds the Commissary/Nutrition Technician classification. The current class specification has been changed in the Classification Plan.

- d. Amendment No. 4 -- Added a step to the grievance process prior to binding arbitration. Grievances will go to a four-member Board of Adjustment who will issue a final and binding decision if a majority of the Board agrees. The Executive Officer appoints two members and the Union appoints two members to the Board.
- e. Amendment No. 5 -- Pays an additional one hour of pay for travel to employees who stay at work when the Zoo is closed due to inclement weather and the rest of the staff is sent home prior to the completion of their shift.
- f. Amendment No. 6 -- Increases from 5 percent to 10 percent the award that can be granted based on seniority in the selection process for promotion.
- g. Amendment No. 7 -- Increase by \$5.00 the annual increase in safety shoe allowance.
- h. Amendment No. 8 -- This amendment addresses sick leave usage, sick leave incentive, and sick leave accrual.

Article 14.2 requires that employees who use over 40 hours of sick leave in a fiscal year and have less than 350 hours of accrued sick leave shall not be paid for the first day or part of a day taken as sick leave for the remainder of the year.

Article 14.3 eliminates the 1,630 hour cap on sick leave accrual and allows unlimited accrual.

Article 14.11.1 authorizes employees who use 40 hours or less of sick leave in a fiscal year to have set aside an amount equal to 25 percent of their sick leave accrual for the fiscal year in an account. They shall be paid the balance of the account when they terminate employment with Metro. The current sick leave incentive program is deleted.

Both Article 14.2 and 14.11.1 can be unilaterally discontinued at the end of one year.

- i. Amendment No. 9 -- Clarifies that an employee who works a four-day 10-hour per day workweek should receive 10 hours of holiday pay. There had been confusion as to whether the employee should be paid 8 hours or 10 hours of holiday pay.

This Agreement was ratified by the Union membership on Tuesday,
July 28, 1987.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution
No. 87-789.

RB/gl
7941C/513
07/29/87

AMENDMENT NO. 2

July 31, 1987

- 7.3 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 a [~~thirty-five-cents-(35¢)~~] forty cents (40¢) per hour shift differential in addition to his/her regular hourly rate (as set forth in Schedule A).
- 7.4 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 [~~forty-cents-(40¢)~~] forty-five cents (45¢) per hour in addition to the regular hourly rate (as set forth in Schedule A).
- 7.5 Relief shifts shall be defined as:
- 7.5.1 Any work week schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 7.5.2 Employee regularly assigned to relief shifts shall be paid [~~forty-five-(45)~~] fifty five (55) cents per hour premium for all hours worked.
- 7.5.3 Employees working relief shifts shall not receive shift premium authorized in Sections 7.3 and 7.4 above.

AMENDMENT NO. 3

July 31, 1987

29. Termination - Re-opening

29.1 This Agreement shall be in full force and effect from ~~[July 1, 1985 until June 30, 1987]~~, July 1, 1987, until June 30, 1989, and it shall cease and expire on that date.

29.2 The Union may, by giving at least sixty (60) days written notice to the Employer, but not more than ninety (90) days before termination, re-open this Agreement for the purpose of negotiating all or part of this Agreement.

In addition, on ~~[July 1, 1986]~~ July 1, 1988, the wage scales as provided in Schedule "A" will be adjusted based on an average increase of the ~~[Portland CPI-W (June 1985 through May 1986)]~~ National CPI-W (May 1987 through May 1988) index. The cost of living adjustment will be no less than three (3%) percent nor greater than ~~[four (4%)]~~ five (5%) percent, unless the index, as described above, exceeds ~~[five (5%)]~~ six (6%) percent. If the increase exceeds ~~[five (5%)]~~ six (6%) percent, the parties will reopen the Contract for the purpose of negotiating an increase in wage scales as provided in Schedule "A" only.

7589C/500

AMENDMENT NO. 4

July 31, 1987

26. Grievances, Complaints and Arbitration

26.1.4 ~~Should the parties fail to settle the dispute with the Executive Officer within two (2) weeks from the date of submission to him/her, [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 Executive Officer of its decision in writing within twenty-one (21) calendar days from the date upon which the grievance was submitted to the Executive Officer. After the grievance has been so submitted, the parties or their representatives shall jointly request the Federal 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.] it may be referred in writing within five (5) working days thereafter to a Board of Adjustment which shall convene to hear the matter. The Board of Adjustment shall consist of two (2) members designated by the Executive Officer and two (2) members designated by the union involved. Members of the Board of Adjustment designated by the Executive Officer and the Union shall not be from the Department or local union involved. The Board of Adjustment shall convene within fifteen (15) workdays following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the Department involved, or the Executive Officer. The Board of Adjustment shall decide the issue by majority vote of its members within three (3) working days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.~~

26.1.5 If the grievance remains unresolved 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 Executive Officer of its decision in writing within twenty-one (21)

calendar days from the date upon which the grievance was submitted to the Executive Officer. After the grievance has been so submitted, the parties or their representatives shall jointly request the Federal 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.

7589C/500

AMENDMENT NO. 5

July 31, 1987

9. Reporting Pay and Minimum Pay

- 9.4 Upon determination by the Zoo Director or the Zoo Director's designee, of inclement weather conditions and such determination results in the decision to close the Washington Park Zoo 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.

AMENDMENT NO. 6

July 31, 1987

10. Work Opportunities and Seniority

10.8 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 [up to five (5) percent of the total possible score to each qualified employee on the basis of his or her seniority] one (1) percent of the total possible score to each qualified employee for each full year of continuous employment at the Zoo 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 permanent job, present employees shall be given the first opportunity on the following basis:

AMENDMENT NO. 7

July 31, 1987

23. Clothing

23.3 Any employee with ninety (90) working days of service or more, working in a position where the Employer requires safety shoes, shall be reimbursed upon proof of purchase, up to \$~~[65.00]~~ 70.00 annually and may accumulate two (2) years annual allowance for the purchase of safety shoes. Purchase of safety shoes shall be on the employee's time. Such safety shoes must be worn when on duty. Proof of purchase shall be on authorization forms issued by the Employer.

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AMENDMENT NO. 8

July 31, 1987

14. Sick Leave

14.1 Employees shall earn sick leave at the rate of four (4) hours per biweekly payroll period or 4.333 hours per semimonthly pay period; provided, permanent part-time employees shall earn sick leave at the rate of four (4) hours for each eighty (80) hours worked. Qualified employees shall be eligible for use of earned sick leave after ninety (90) working days service with the Employer. [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. If an employee is on sick leave prior to his/her regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. Pregnancy shall be considered an illness for the purpose of this Article. Employees may accumulate sick leave to a maximum of 1,630 hours. Employees may use up to five (5) days in any fiscal year for illness in his/her immediate family; (immediate family means spouse, children, father, mother) if supported by a statement from the attending physician. Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline and/or may be required to furnish a doctor's certificate for each day of illness. In addition, employees using sick leave shall notify, or cause to be notified, his/her supervisor or the Director within one (1) hour of commencement of his/her shift, unless such notification is physically impossible.]

14.2 Sick leave benefits will commence on the first workday missed if the employee has at least 350 hours of accumulated sick leave or has used forty (40) hours or less of sick leave in the fiscal year.

Sick leave benefits for employees with less than 350 hours of accumulated sick leave and more than forty (40) hours of sick leave used in the fiscal year will commence on the second consecutive workday missed unless the employee was hospitalized.

14.3 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. If an employee is on sick leave prior to his/her regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. Pregnancy shall be considered an illness for the purpose of this Article. Employees may accumulate unlimited sick leave [to a maximum of 1,630 hours]. Employees may use up to five (5) days in any fiscal year for illness in his/her immediate family; (immediate family means spouse, children, father, mother) if supported by a statement from the attending physician. Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline and/or may be required to furnish a doctor's certificate for each day of illness. In addition, employees using sick leave shall notify, or cause to be notified, his/her supervisor or the Director within one (1) hour of commencement of his/her shift, unless such notification is physically impossible.

- 14.4 [14.2] 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. 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. 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. The leave of absence without pay shall commence immediately, or if used, upon exhaustion of earned sick leave and vacation. After a leave of absence of ninety (90) working 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, he/she shall be placed on the appropriate layed-off list in accordance with seniority which list shall be subject to

the provision of section 10.5.4. 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.

14.5 [14.3] Temporary employees shall accrue no sick leave benefits.

14.6 [14.4] 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 13 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 14 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 14.1 of this Article 14. 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.

14.7 [14.5] 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 he/she had 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 may be required as a condition of all such payments.

14.7.1 [14.5.1] On an employee's date of hire, he/she 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 [14:5] 14.7 above.

14.7.2 [14:5:2]

Payments made by the Employer under subsections [14:5-and-14:5:1] 14.7 and 14.7.1 above shall not be charged to accrued sick leave.

14.7.3 [14:5:3]

If an employee exhausts all benefits in [14:5-and-14:5:1] 14.7 and 14.7.1 above, and remains employed with MSD, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing he/she was eligible for MSD-paid benefits at the time of the accident.

14.7.4 [14:5:4]

Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position he/she held at the time of his/her accident if he/she is physically capable of performing the duties of such position.

14.7.5 [14:5:5]

If an injured employee has become medically stable and is physically unable to return to the position he/she held at the time of injury, or the eighteen (18) month period in [14:5:4] 14.7.4 has expired, then he/she will be re-employed in accordance with applicable State law.

14.7.6 [14:5:6]

Employees whose benefits under [14:5] 14.7 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 [14:5:4] 14.7.4 shall have his/her seniority frozen and shall accumulate no further seniority until they return to work.

14.7.7 [14:5:7]

Employees hired as replacements for persons on Industrial Accident Leave, in accordance with [14:5:4, -14:5:5-and-14:5:6] 14.7.4, 14.7.5 and 14.7.6, will be informed as to the right of an injured worker to return to his/her job.)

- 14.8 [14.6] The Employer agrees to convert sick leave pay, upon retirement, to a PERS Supplement, as contemplated by ORS 237.153.
- 14.9 [14.7] 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.
- 14.10 [14.8] No sick leave pay shall be paid for injuries related to outside employment.
- 14.11 [14.9] Sick Leave Incentive Program:

[14.9:1--An-employee-who-uses-no-more-than-twenty-four (24)-hours-sick-leave-in-a-fiscal-year,-after-the-effective-date-of-this-Agreement,-shall-be-credited-at-the-end-of-such-year-with-eight-(8) hours-additional-vacation-time-or-upon-request-of-an-employee,-and-approval-of-the-employer, may-be-paid-for-the-eight-(8)-hours-additional vacation.]

14.11.1 [14.9:2] [It-is-the-intent-of-the-parties-that-the-above-section-is-experimental-in-nature-and-is-designed-to-encourage-accumulation-of-sick-leave-and-to-discourage-improper-and-unnecessary-use-of-sick-leave.--If-the-Employer-finds-at-the-end-of-this-Agreement-that-the-Sick-Leave-Incentive-Program-is-not-resulting-in-the-desired-decrease-in-sick-leave-use,-both-parties-agree-that-the-program-shall-not-be-continued-in-any-subsequent-Agreement.] For each fiscal year in which an employee uses no more than forty (40) hours of sick leave such employee will be credited with twenty-five percent (25%) of his/her unused sick leave hours. Such unused sick leave hours to be paid in cash at the time the employee severs employment with the employer.

14.11.2 It is the intent of the parties that the above section (14.11.2) is experimental in nature and is designed to encourage accumulation of sick leave and to discourage improper and unnecessary use of sick leave. If either party wishes to discontinue this program they must notify the other party within thirty (30) calendar days of

AMENDMENT NO. 9

July 31, 1987

Article 11.4

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 he/she shall be paid the overtime rate for any holiday he/she is required to work. However, if an employee is regularly scheduled to work on a holiday, he/she 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.

ATTACHMENT B

SCHEDULE A

Effective July 1, 1987

INTERNATIONAL LABORERS UNION WAGES

Local 483

<u>Job Title</u>	<u>Entrance Rate</u>	<u>After Six Months</u>	<u>After One Year</u>
Typist-Receptionist	6.06	6.36	6.87
Clerk (Bookkeeper)	7.08	7.58	8.11
Clerk-Steno	7.61	8.11	8.69
Laborer (90 working days)	8.12	-	-
Stationmaster	8.91	9.20	9.53
Gardener 1	9.21	9.86	10.20
Maintenance Worker 1	9.21	9.86	10.20
Commissary/Nutrition Tech.	9.57	10.35	11.14
Animal Keeper	9.57	-	11.14
Gardener 2	10.03	10.52	11.29
Maintenance Worker 2	10.03	10.52	11.29
Maintenance Worker 3	10.66	11.15	11.91
Senior Gardener	11.53	12.03	12.78
Senior Animal Keeper	11.78	-	-
Maintenance Mechanic	12.07	-	12.42
Master Mechanic	12.41	-	13.84
Maintenance Electrician	14.70	-	-

When an employee is promoted to a new classification he or she shall be paid at the rate in the new classification which is the next higher rate from the employee's rate of pay at the time of promotion.

ATTACHMENT C

COMMISSARY/NUTRITION TECHNICIAN 535

GENERAL STATEMENT OF DUTIES:

Responsible for purchasing, stocking and dispensing all animal food items and supplies. Assists in development of overall feeding program.

SUPERVISION RECEIVED:

Works under the general supervision of the Veterinarian Technician who establishes policies and procedures and may assign specific tasks or give specific instructions assignments. Most work is performed independently with judgment exercised as to methods and procedures. Work is reviewed periodically on the basis of results obtained.

SUPERVISION EXERCISED:

Supervision of other employees is not a regular responsibility of this position. However, employees may occasionally supervise volunteers and are responsible for training workers.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Provides assistance to the Veterinarian Technician in the development of basic diets for all Zoo animals. Arranges for routine analysis of feeds and follows nutritional guidelines in preparing feed deliveries.
2. Maintains sufficient feed supplies to meet the needs of present or anticipated animal populations.
3. Prepares bid specifications or obtains quotations for feed orders. Consults with feed vendors concerning availability and cost of specialty feed items for Zoo animals. Places orders for feed supplies. Receives supplies and verifies shipments against orders and invoices.
4. Maintains feed inventory and inspects feed supplies to ensure freshness and proper rotation. Maintains sanitary conditions for feed preparation and storage.
5. Prepares and sets out daily feed deliveries. Reviews weekly diet sheets and implements changes made by the Veterinarian Technician as needed.

6. Inspects commissary freezers, coolers, equipment and storage rooms, and arranges for necessary repairs.
7. Purchases supplies and equipment for Animal Management following proper purchasing techniques. Maintains inventory of commonly used items and dispenses as needed.
8. Maintains and processes various records associated with requisitions, purchase orders, invoices, bid specifications, contracts, inventories, etc.
9. Maintains records of feed donations and arranges for the proper use of these items.
10. Maintains colonies of live rodents for feeding to reptiles and birds.

RECRUITING REQUIREMENTS:
KNOWLEDGE, SKILL, ABILITY

Reasonable knowledge of: the principles and practices of basic nutrition as applies to the care and feeding of Zoo animals; the recommended food requirements for Zoo animals and feeding methods that are natural and healthful to animals; purchasing practices including preparation of bid specifications, bulk ordering and record maintenance.

Ability to: make cost comparisons of feeds in relation to nutritional value in order to provide for cost efficient ordering and inventory practices; maintain accurate and complete records requiring mathematical computations; establish and maintain working relationships with other employees, food suppliers and the general public; use a forklift, pallet jack and other material handling equipment; use a meat saw, typewriter and to file records; move boxes and bags up to 100 pounds.

EXPERIENCE AND TRAINING:

Two years experience in working with Zoo animals in some capacity associated with basic nutrition, feeding and purchasing of feed items and supplies, prefer graduation from a two-year college with an associate degree in nutrition technology. Any satisfactory equivalent combination of experience and training that ensures the ability to perform the work substitute for the above.

Motion: Councilor DeJardin moved, seconded by Councilor Kelley, to confirm the Presiding Officer's appointment of Councilor Kirkpatrick to the Council Solid Waste Committee.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Collier was absent.

The motion carried.

4.2 Appointment of Councilors to the Ad Hoc Task Force on the Convention, Trade and Spectator Facilities (CTS) Commission

Presiding Officer Waker said he wished to appoint Councilors Kirkpatrick (Chair), Gardner, Ragsdale, Van Bergen and himself to the ad hoc task force. The task force would review proposed ordinances for creating a CTS Commission and would forward a recommended ordinance to the full Council for adoption.

Motion: Councilor Ragsdale moved, seconded by Councilor DeJardin, to confirm the Presiding Officer's appointments of Kirkpatrick (Chair), Gardner, Ragsdale, Van Bergen and Waker to the Ad Hoc Task Force on the CTS Commission.

Councilor Hansen said he was concerned about the predominately suburban representation on the CTS Commission.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Collier was absent.

Solid Waste Committee Report. Councilor Gardner, Chair, reported the Committee was examining the question of the future of the Solid Waste Policy Advisory Committee (SWPAC), given the establishment of the new Solid Waste Policy and Technical Committees. He recommended the Technical Committee be expanded to allow citizen members of SWPAC to serve on that committee. He would be introducing a resolution before the Council to accomplish same.

Convention Center Committee Report. Councilor Ragsdale, Chair, reported he had represented Metro on the Governor's Tourism Alliance board. He also said a convention center marketing contract with the Greater Portland Convention & Visitors Association would be on the August 27 Council agenda.

6. CONSIDERATION OF MINUTES

Motion: Councilor Kelley moved the minutes of July 9, 1987, regular and special meetings, be approved. Councilor Van Bergen seconded the motion.

Vote: A vote on the motion resulted in all eleven Councilors Present voting aye.

The motion carried and the minutes were approved as submitted.

7. CONTRACTS

7.1 Consideration of an Amendment to the Contract with Government Finance Associates, Inc. (GFA), Financial Advisor to Metro on the Solid Waste Resource Recovery Project

Presiding Officer Waker noted a memo from Ray Barker, Council Assistant, had been distributed to Councilors. Mr. Barker concurred with staff's recommendation to approve the agreement.

Debbie Allmeyer, Resource Recovery Project Coordinator, briefly summarized staff's written report. There was no discussion on the item.

Motion: Councilor Kirkpatrick moved the contract amendment be approved and Councilor Gardner seconded the motion.

Vote: A vote on the motion resulted in all nine Councilors present voting aye. Councilors Collier, Cooper and Van Bergen were absent.

The motion carried and the amendment to GFA's contract was approved.

8. RESOLUTIONS

8.1 Consideration of Resolution No. 87-789, for the Purpose of Approving the 1987-89 Collective Bargaining Agreement Between the Metropolitan Service District and Laborers International Union, Local 483

Ray Phelps, Finance & Administration Director, offered to answer questions about staff's written report.

In response to Councilor Gardner's question, Mr. Phelps said the salaries of Clerk-Stenos were being increased by \$.10 for the "after one year" rate and that they were increased due to a "comparable worth" issue. He also pointed out that similar positions at the downtown Metro office had been paid a higher wage.

Councilor Kirkpatrick asked why the national, rather than local, Consumer Price Index (CPI) had been used to calculate the Cost of Living Adjustment (COLA). Mr. Phelps explained the national CPI was more stable than the local index. The local CPI was in a state of fluctuation and was currently being issued every six months.

Councilor Kirkpatrick asked about the dollar impact of Amendment No. 8, relating to sick leave usage, incentive and accrual. Article 14.11.1 of the new agreement would authorize employees who use 40 hours or less of sick leave in a fiscal year to have set aside an amount equal to 25 percent of their sick leave accrual for the fiscal year in an account. They would be paid the balance of the account when they terminated employment with Metro. The current sick leave incentive program would be deleted.

Ray Phelps explained the administration viewed the amendment as an opportunity to reduce the amount of sick leave taken by Zoo employees and the amount of expenses resulting from sick leave. The average union employee used over seven days sick leave annually, he said, plus additional expenses of hiring temporary workers and paying other employees overtime when an employee was absent. Mr. Boose added that the maximum liability to Metro would be \$18,500 annually if no one was sick. The figure would be reduced another \$6,000 by eliminating the former sick leave incentive program. He noted the new program would be implemented on a one year, trial basis.

Councilor Bonner asked why management had not placed a cap on the amount of sick leave an employee could accumulate. Mr. Phelps said ceilings had been imposed in the past but when long-term employees came close to reaching the ceiling, union officials would bargain to raise the limit and management would concede. Given that history, Mr. Phelps recommended imposing no cap.

Motion: Councilor Gardner moved, seconded by Councilor Van Bergen, to approve Resolution No. 87-789.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Collier was absent.

The motion carried and Resolution No. 87-789 was adopted.

8.3 Consideration of Resolution No. 87-788, for the Purpose of Approving a FY 1987-88 Supplemental Budget (related to Convention Center Project Debt Service Requirements) and Transmitting the Approved Budget to the Tax Supervising and Conservation Commission (TSCC); and

Consideration of Resolution No. 87-787, for the Purpose of Amending Resolution No. 87-744, Adopting a Supplemental Budget and Revising the FY 1987-88 Budget and Appropriations and Increasing Convention Center Project Debt Service Payments (Public Hearing)

Jennifer Sims, Management Services Director, reported the Council would be asked to adopt Resolution No. 87-789 at this meeting. The approved supplemental budget would then be forwarded to the TSCC for review, public hearing and certification. The certified budget would be returned by the TSCC to Metro for final adoption. The Council would then be asked to adopt Resolution No. 87-787. A public hearing would be conducted on Resolution No. 87-787 at this meeting.

Ms. Sims reviewed the actions requested. She said the current adopted budget anticipated a \$2,493,800 payment funded by the property tax levy and some interest earnings on those taxes. The actual payment would be \$4,409,513. Since Oregon Budget Law prohibited an increase in the tax levy, the difference had to be derived from other funding sources. Staff recommended using \$1.7 million of interest earnings on the bond proceeds to pay FY 1987-88 debt service requirements.

Presiding Officer Waker left the Council Chamber and Deputy Presiding Officer Gardner opened the public hearing on Resolution No. 87-787. There being no testimony, The Deputy closed the hearing.

Motion: Councilor Ragsdale moved to adopt Resolution No. 87-788. Councilor Knowles seconded the motion.

Responding to Councilor Gardner's question, Ray Phelps, Finance & Administration Director, reported that if the proposed supplemental budget were not approved, property taxes would increase from about 9¢ per \$1,000 assessed value to about 25¢ per \$1,000.

Presiding Officer Waker returned to the Council Chamber.

Vote: A vote on the motion to adopt Resolution No. 87-788 resulted in all 10 Councilors present voting aye. Councilors Collier and Hansen were absent.

Deputy Presiding Officer Gardner explained the Council would be asked to adopt Resolution No. 87-787 when the certified budget was returned from the TSCC.

8.2 Consideration of Resolution No. 87-797, for the Purpose of Authorizing Two New Positions (Construction Project Manager and Secretary), Amending the Pay and Classification Plans, and Amending the FY 1987-88 Budget and Appropriations Schedule

Executive Officer Cusma reviewed the need for upgrading construction management oversight. Construction activities were increasing and the complexity of the Disadvantaged Business Enterprise Program required a Construction Project Manager to oversee Metro's activi-