

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

| | | |
|----------------------------------|---|---------------------------|
| FOR THE PURPOSE OF RATIFYING THE |) | RESOLUTION NO. 89-1081 |
| 1988-91 COLLECTIVE BARGAINING |) | |
| AGREEMENT WITH THE AMERICAN |) | Introduced by Rena Cusma, |
| FEDERATION OF STATE, COUNTY AND |) | Executive Officer |
| MUNICIPAL EMPLOYEES |) | |

WHEREAS, The American Federation of State, County and Municipal Employees (AFSCME) was recognized on October 25, 1988, as the exclusive bargaining agent for all non-supervisory Metro employees not represented by Laborers' International Union, Local 483; and

WHEREAS, Negotiations for a collective bargaining agreement began in January 1989; and

WHEREAS, Tentative agreement was reached with the AFSCME bargaining team on the 1988-89 collective bargaining agreement which would establish the first contract between the Metropolitan Service District and the American Federation of State, County and Municipal Employees; and

WHEREAS, A ratification vote by the AFSCME membership is scheduled for April 12, 1989; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby ratifies the tentatively agreed 1988-1991 collective bargaining agreement with the American Federation of State, County and Municipal Employees.

DATED this 13th day of April, 1989.


Mike Ragsdale, Presiding Officer



OREGON AFSCME

2325 E. BURNSIDE, PORTLAND, OREGON 97214 (503) 239-9030

April 12, 1989

Ray Phelps
Metropolitan Service District
1120 SW 5th - Room 520
Portland, Or 97204

Dear Mr. Phelps:

The Union has ratified the tentative agreement reached on March 31, 1989. This letter is to confirm our acceptance. This letter also shows the Union, (with great effort) has complied with the parties ground rules provision requiring that both parties recommend and ratify within 14 calendar days.

Metro has until April 14, 1989 to accept or reject the tentative agreement. Failure to consider and vote the agreement, would violate the parties written agreement in the ground rules.

After this long and arduous negotiation this failure would not only violate the law, but would negate the good faith efforts of both sides. Please confirm in writing that the contract has been voted by the appropriate authority by April 15, 1989.

Sincerely,

Tom Gunn
Business Agent
AFSCME Union Local #189

TG:ap

COST OF SETTLEMENT

AFSCME EMPLOYEES

| | | | |
|------|---------|---|-------------|
| I. | 7-1-88 | * Direct Salaries - 102 Employees | \$2,046,326 |
| | | (Average Hourly Rate of Pay - \$10.10) | |
| | | * Taxes | 153,679 |
| | | (F.I.C.A. @ 7.51% of Direct Salaries) | |
| | | * Pension | 225,096 |
| | | (11% of Direct Salaries) | |
| | | * Health Benefits | 288,117 |
| | | (Medical/Vision/Dental) | |
| | | (55 Employees enrolled with Great-West) | |
| | | (47 Employees enrolled with Kaiser) | |
| | | | |
| | | * Total | \$2,713,218 |
| II. | 9-88 | * Salary adjustment for start of Kenny | \$63,298 |
| | | Pay & Class plan for 33 employees, | |
| | | retroactive to 7-1-88. | |
| | | **Direct Salaries | \$53,412 |
| | | **Taxes | 4,011 |
| | | **Pension | 5,875 |
| | | * Represents a 10.6% increase in salary | |
| | | costs for the 33 employees. | |
| | | * GRAND TOTAL OF PAYROLL COSTS | \$2,776,516 |
| | | BEFORE TENTATIVE AGREEMENT | |
| | | | |
| | | ** Ave. Hourly Rate of Pay \$10.60 | |
| III. | 3-30-89 | TENTATIVE AGREEMENT - FY 88-89 | |
| | | * COLA | \$103,605 |
| | | **4.09% Retroactive 7-1-88 | |
| | | **Increased Direct Salaries | |
| | | | \$87,423 |
| | | **Taxes | 6,565 |
| | | **Pension | 9,617 |
| | | **Ave. Hourly Rate of Pay \$11.03 | |
| | | * Step Placement | 47,505 |
| | | **Effective On Anniversary Date | |
| | | **Increased Direct Salaries | |
| | | | \$40,085 |
| | | **Taxes | 3,010 |
| | | **Pension | 4,409 |
| | | | |
| | | **Ave. Hourly Rate of Pay \$11.39 | |
| | | * Health Benefit | 949 |
| | | **6.5% Increase | |
| | | **Medical/Vision/Dental | |
| | | | |
| | | GRAND TOTAL OF PAYROLL COSTS | |
| | | at 6/30/89 | \$2,928,575 |

- * Percent Increase in Direct Salaries,
Taxes and Pensions after Kenny
Adjustment 2.6%
- * Percent Increase in Direct Salaries,
Taxes and Pensions Tentatively Agreed
for Fiscal Year 1988-89 6.1%
- * Percent Increase in Health Benefits for
90/10 P.P.O. - 80/20 Indemnity Plan
6.5%
- * Percent Increase in Direct Salaries,
Taxes and Pensions Tentatively Agreed
for Fiscal Year 1989-90 7.9%
- * Percent Increase in Direct Salaries,
Taxes and Pensions Tentatively Agreed
for Fiscal Year 1990-91 7.7%



METRO

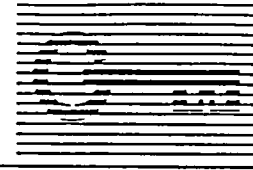
2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: APRIL 13, 1989

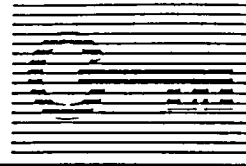
TO: RAY PHELPS, DIRECTOR OF FINANCE AND ADMINISTRATION
FROM: RUTH CUSACK, BENEFITS ADMINISTRATOR
RE: SCHEDULE OF STEP PLACEMENT OVER LIFE OF AFSCME AGREEMENT

| <u>STEP</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|-------------|---------------|---------------|---------------|
| 1 | 49 | ? | ? |
| 2 | 9 | 49 | ? |
| 3 | 15 | 9 | 49 |
| 4 | 15 | 15 | 9 |
| 5 | 4 | 15 | 15 |
| 6 | 7 | 4 | 15 |
| 7 | 4 | 11 | 15 |



COMPARISON OF MEDICAL, PRESCRIPTION AND VISION COVERAGES

| | CURRENT GREAT-WEST | GREAT-WEST CARE | NON-PPO |
|----------------------------|--|--|--|
| | \$100 deductible | \$100 deductible | \$100 deductible |
| <u>PHYSICIAN SERVICES</u> | | | |
| 1) Office Visits | Plan pays 90% of Usual and Customary --plan member is responsible for balance. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| 2) Surgery/Inpatient | Plan pays 90% of Usual and Customary. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual & Customary after deductible. |
| 3) Outpatient | Plan pays 100% of Usual and Customary. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| 4) Prescription Drugs | Plan pays 90% of Usual and Customary. | Plan pays 80% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| 5) Birthing Centers | Plan pays 100% of Usual and Customary. | Plan pays 100% of Usual and Customary. | Plan pays 100% of Usual and Customary. |
| 6) Maternity/ Inpatient | Plan pays 90% of Usual and Customary. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| <u>HOSPITAL SERVICES</u> | | | |
| 1) Outpatient Surgery | Expenses subject to \$100 calendar year deductible co-insurance 90% up to \$5,000. Expenses over \$5,000 are paid at 100%. (Note: Charges for anesthesia, xray, and lab tests -- the plan waives the \$100 deductible.) | Plan pays 90% of Usual and Customary after deductible up to \$5,000. Expenses over \$5,000 are paid at 100%. | Plan pays 80% of Usual and Customary after deductible up to \$5,000. Expenses over \$5,000 are paid at 100%. |
| 2) Inpatient | Room and board and other hospital services and supplies subject to \$100 calendar year deductible- | Room and board and other services and supplies subject to \$100 calendar year | Room and board and other services and supplies subject to \$100 calendar year |



HOSPITAL SERVICES (Cont.)

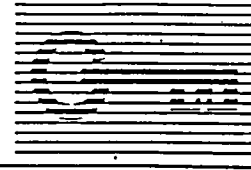
| | <u>CURRENT GREAT-WEST</u> | <u>GREAT-WEST CARE</u> | <u>NON-PPO</u> |
|----------------------|---|---|---|
| 2) Inpatient (Cont.) | co-insurance 90% up to \$5,000, expenses over \$5,000 paid off 100%. Length of stay -- Usual and Customary for type of service. | deductible -- co-insurance 90% up to \$5,000, expenses over \$5,000 paid at 100%. Length of stay -- HCRS precert applies. | deductible -- co-insurance 80% up to \$5,000, expenses over \$5,000 paid at 100%. Length of stay -- HCRS precert applies. |

EMERGENCY BENEFITS

| | | | |
|----------------|--|---|---|
| 1) In-Area | Benefits paid 100% up to \$500 for charges incurred within 90 days from date of accident. Future charges treated as any other claim. | Benefits paid at 100% up to \$500 for charges incurred within 90 days from date of accident. Future charges paid at 90% after \$100 deductible. | Benefits paid at 100% up to \$500 for charges incurred within 90 days from date of accident. Future charges paid at 90% after \$100 deductible. |
| 2) Out-of-Area | Benefit paid at 100% up to \$500 for charges incurred within 90 days from date of accident. Future charges treated as any other claim. | Benefits paid at 100% up to \$500 for charges incurred within 90 days from date of accident. Future charges paid at 90% after \$100 deductible. | Benefits paid at 100% up to \$500 for charges incurred within 90 days from date of accident. Future charges paid at 90% after \$100 deductible. |

OTHER COVERED BENEFITS

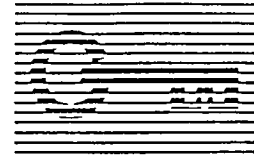
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|----------------------------------|---|--------------------------|--------------------------|
| 1) Preventive Care | Routine Physical Exams Adults \$100.00 Child \$ 25.00 Well Baby Care \$100.00 Per Calendar Year Basis | Same As Current Plan | Same As Current Plan |
| 2) Pre-Admission Testing | 100% - No Deductible | 100% - No Deductible | 100% - No Deductible |
| 3) Second Surgical Opinions | 100% - No Deductible | 100% - No Deductible | 100% - No Deductible |
| 4) Home Health Care | 100% - No Deductible* | 100% - No Deductible* | 100% - No Deductible* |
| 5) Skilled Nursing Facilities | 100% - No Deductible* | 100% - No Deductible* | 100% - No Deductible* |



OTHER COVERED BENEFITS (Cont.)

| | <u>CURRENT GREAT-WEST</u> | <u>GREAT-WEST CARE</u> | <u>NON-PPO</u> |
|--------------------------------------|---|--|--|
| 6) Radiology/ Pathology | Benefits paid at 90% after deductible. | Benefits paid at 90% after deductible. | Benefits paid at 80% after deductible. |
| 7) Ambulance Charges | Benefits paid at 90% after deductible. | Benefits paid at 80% after deductible. | Benefits paid at 80% after deductible. |
| 8) Prescriptions | Benefits paid at 90% after deductible. | Benefits paid at 80% after deductible. | Benefits paid at 80% after deductible. |
| 9) Vision Services | Eye Exam \$30.00 Frames and Lenses -- Set up on scheduled basis - 24 Month Period Single \$ 60.00 Bifocal \$ 69.00 Trifocal \$ 75.00 Lenticular \$ 96.00 Contacts may be pur- chased in lieu of frames and lenses every 24 months. | Same As Current Plan | Same As Current Plan |
| 10) Pre-existing Condition Clause | Coverage excluded for expenses resulting from an injury or sickness for which you or one of your dependents received treatment during the six months immediately prece- ding the effective date of coverage, unless expenses are incurred after the earliest -- first date fol- lowing first six months of coverage -- or after comple- tion of 12 full months on the plan. | Same As Current Plan | Same As Current Plan |

* Refer to attachments for further details.



GREAT-WEST CARE HOSPITAL/PHYSICIAN NETWORK PLAN DESIGN

Cost Effective Services

\$0 Deductible

- Pre-Admission Testing 100%*
- Birthing Centers
- HCRS-Directed Second Opinions
- Home Health Care
- Skilled Nursing Facilities

Great-West Care

Hospital/Physician:

- Physician Office Visits 90%
- Inpatient Care
- Outpatient Surgery
- Radiologist/Pathologist and All Other Physician Charges Associated with Inpatient Treatment or Outpatient Surgery 90%

All Emergency Room Services

90%

(Regardless of Facility)

Non-Great-West Care

Hospital/Physician:

- Physician Office Visits 80%
- Inpatient Care and Related Physician Charges
- Outpatient Surgery

All Other Covered Services

- Ambulance 80%
- Prescription Drugs
- Medical Supplies
- Other Covered Medical Expenses
- Care Received Outside the GWCare Service Area

-
- * No Deductible Applies to these Covered Services
 - Great-West Care automatically includes Health Care Review Service.

Skilled Nursing Facility (SNF) - Benefits will be paid only if the charges are not for custodial care. Admission must occur within seven (7) days after at least three (3) days confinement in a Hospital as an in-patient and the confinement is for the same condition for which the person was hospitalized.

The SNF Daily Amount is 50% of the Hospital Room and Board rate (that was actually charged by the last Hospital the Insured Person was discharged from, up to the Hospital Daily Amount), for the first 60 days and 25% for each of the next 30 days.

The Hospital Covered Expense also includes charges by a Hospital for an Insured Person who is not a registered bed patient, but receives treatment in the out-patient department of the Hospital for the following services and supplies:

- (1) Surgical procedures.
- (2) Treatment of accidental injury within 48 hours of the accident.
- (3) Pre-admission Hospital Testing which will cover X-rays and Laboratory tests performed no earlier than seven (7) days before the scheduled Hospital confinement is to begin. These tests cannot be for routine checkup, and must be ordered by the same doctor who will handle the Hospital procedures after the tests.
- (4) Treatment of Emergency Sickness, if the sickness is sudden and needs immediate medical attention which is not readily available from any source other than the out-patient department of a Hospital. The treatment must take place within 48 hours of the onset of the sickness.

Medical Covered Expenses include:

Charges for services of a Doctor. This does not include treatment by a psychiatrist or psychotherapy, except when rendered during Hospital confinement as an in-patient.

Anesthetics and their administration.

Diagnostic X-rays and lab tests. This does not include dental X-rays.

Treatment by X-ray, radium and radioactive isotopes.

Home Health Care Covered Expense

Home Health Care means those Home Health Care Services provided by a Home Health Care Agency to an Insured Person at his place of residence which meet all of the following requireents:

- (1) Confinement at home is necessary and is not primarily required for Custodial Care.
- (2) Continuing Hospital or Skilled Nursing Facility Confinement is required had Home Health Care not been available.
- (3) Treatment at home begins after a period of Hospital or Skilled Nursing Facility confinement that lasted for at least three (3) days and which ended not more than seven (7) days before he returned to his home.
- (4) The treatment at home is for the same related conditions which made the Hospital or Skilled Nursing Facilities confinement necessary.
- (5) A Doctor must give a written order for Home Health Care Services and this order must be renewed every 30 days.
- (6) The Home Health Care Agency must be certified.

Home Health Care Covered Expense means charges by a Home Health Care Agency for the following services and supplies:

- (1) Visits by a registered nurse or licensed practical nurse;
- (2) Visits by a physical, occupational, respiratory or speech therapist;
- (3) Visits by a Home Health Care Aide;
- (4) Visits by a licensed mid-wife or licensed nurse mid-wife;
- (5) Visits by a licensed nutritionist or dietician;
- (6) Medical supplies;
- (7) Drugs and Medicines;
- (8) Laboratory Services;
- (9) Special meals prescribed by a Doctor, nutritionist or dietician.

The amount payable is limited to the amount which would have been paid had the person been confined as a Hospital In-Patient.

A Home Health care visit is four (4) hours of service provided by the Home Health Care Agency.

The company will pay for only one visit per day and up to 90 visits in each calendar year.

SUMMARY OF DENTAL BENEFITS PROVIDED THROUGH GREAT-WEST LIFE

\$50.00 Lifetime Deductible -- Each family member

ROUTINE TREATMENT -- 100 percent of reasonable and customary.
Oral exams, cleaning, bite-wing x-rays (two times per year -- but not more than once in a five-month period). Full mouth x-rays every 24 months -- fillings, root canal therapy, periodic treatment. See page 27 of handbook for additional information.

MAJOR TREATMENT -- 50 percent of reasonable and customary.
Crowns and fixed bridge restorations, partial or complete dentures.

ANNUAL MAXIMUM

\$1,000 annual maximum per family member. Plan year runs January 1 through December 31. Note: If your group coverage becomes effective any time after July 1, you and your family members will have an adjusted annual maximum of \$500.

Note: Exclusions on pages 28 and 29 of handbook.

ORTHODONTIA TREATMENT

Available to dependent children between ages of 6-18. Treatment must begin prior to 18th birthday.

Benefit = 50 percent up to a lifetime maximum of \$1,000.

9249C/500

RESOL. 89-1081
AFSCME AGREEMENT
1988-1991

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ARTICLE 1: PREAMBLE

THIS AGREEMENT is entered into by the Metropolitan Service District, hereinafter referred to as "Metro," and the Oregon Public Employees Council No. 75, Local _____ of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union."

The purpose of this Agreement is to set forth the full and complete Agreement between Metro and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with Metro's and the Union's mutual objective of providing ever-improved services to the public of the Metropolitan Service District.

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 preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical handicap.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

ARTICLE 2: RECOGNITION

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all permanent employees of Metro, excluding employees who are included in a bargaining unit represented by the Laborers' International Union, Local 483, and confidential and supervisory employees as defined by ORS 243.650(6) and (14).

Section 2.2 Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

ARTICLE 3: MANAGEMENT RIGHTS

The employer shall have and retain the sole responsibility for the management and operation of all Metro functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determination of Metro's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Metro;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force;
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) To promote, suspend, discipline or discharge consistent with this Agreement;
- (7) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (8) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement; and
- (9) To introduce new or improved methods, equipment or facilities.

ARTICLE 4: UNION SECURITY

Section 4.1 **Membership.** Membership or non-membership in the Union shall be guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and Metro.

Section 4.2 **Fairshare.** Metro agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the

understanding that the fairshare for non-union employees shall be equivalent to the dues of the Union membership in Oregon Council 75, American Federation of State, County and Municipal Employees, Local _____ AFL-CIO.

~~The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed.~~ Such employee shall pay the fairshare amount described hereinabove to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.3 **Effective Date.** The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 4.4 **Dues Checkoff.** Upon receipt of a signed authorization from the employee, Metro agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4.5 The Union agrees that it will indemnify, defend and save Metro harmless from all suits, actions, proceedings, and claims against Metro, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 5: HOURS AND SHIFTS

- Section 5.1** 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 week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week.
- Section 5.2** Except in cases of emergency, all employees' shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.
- Section 5.3** Notwithstanding the workweek set forth in 5.1 and 5.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.
- Section 5.4** Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any 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.
- Section 5.5** 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.
- Section 5.6** The second or swing shift for pay purposes shall be defined as any shift which begins between 12:00 noon and 6:59 p.m. An employee scheduled on the second shift shall receive a forty (40) cents per hour shift differential in addition to the employee's regular hourly rate (as set forth in Schedule A).
- Section 5.7** The third or graveyard shift for pay purposes shall be defined as any 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-five (45) cents per hour in addition to the regular hourly rate (as set forth in Schedule A).
- Section 5.8** Relief shifts shall be defined as:

- 5.8.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 5.8.2 Employee assigned to relief shifts shall be paid fifty-five (55) cents per hour premium for all hours worked.
- 5.8.3 Employees working relief shifts shall not receive shift premium authorized in Sections 5.6 and 5.7 above.

Section 5.9 The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

ARTICLE 6: NO STRIKE OR LOCKOUT

Section 6.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Metro. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 6.2 If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 6.1 above to return to work.

ARTICLE 7: OVERTIME AND COMP TIME

Section 7.1 Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at

one and one-half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four-day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek.

Section 7.2 Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four-day workweek employees) or forty (40) hours per workweek.

Section 7.3 Exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time.

ARTICLE 8: HOLIDAYS

Section 8.1 All bargaining unit members shall receive one (1) day's hourly pay or no deduction from salary for each of the following designated holidays listed on which they perform no work:

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Christmas Day;
- (10) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

- Section 8.2** Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday.
- Section 8.3** Holidays which occur during vacation or sick leave shall not be charged against such leave.
- Section 8.4** 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 holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked. However, if an employee is scheduled to work on a holiday, that employee 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.

ARTICLE 9: VACATION

- Section 9.1** Subject to department approval and the provision on initial probationary period, all bargaining unit employees shall be granted annual vacation leave with pay accruing at the following rates:

| <u>Total Years of Continuous Service</u> | <u>Accrual Rate Per Hours</u> | <u>Equivalent Annual Hours Full-Time Employees</u> |
|--|-----------------------------------|--|
| Date of Hire thru completion of 3 years | .0385 hours | 80 hours |
| 4 years through completion of 9 years | .0577 hours | 120 hours |
| 9 plus years | .0770 hours | 160 hours |

- Section 9.2** Permanent employees who have been employed by Metro for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

- Section 9.3** Employees shall not accumulate more than two hundred fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 250 hours maximum. If denial of a vacation request prevents an employee from avoiding the 250 hour maximum, the employee shall be paid at regular rate for those hours accrued over 250 hours.
- Section 9.4** Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency.
- Section 9.5** Any permanent employee who resigns, retires, is laid off or dismissed from employment with Metro shall be entitled to immediate lump sum payment for accrued and unused vacation at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period including any extensions.

ARTICLE 10: SICK LEAVE

- Section 10.1** Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) working days service with Metro.
- Section 10.2** Employees are eligible to use sick leave for the following reasons:
- (1) Personal illness or physical disability;
 - (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
 - (3) Medical appointments and office visits.
- Section 10.3** Employees unable to report to work shall report the reason for absence to their supervisor within one

(1) hour after the scheduled beginning of their shift. Sick leave with pay shall not be allowed unless such report has been made. The supervisor shall require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

Section 10.4 Metro and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. Metro may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or Metro and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Sick leave shall not continue to accrue during periods of disability or leave unpaid by Metro.

ARTICLE 11: OTHER LEAVES

Section 11.1 **Bereavement Leave.** An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed not to exceed three (3) days time off duty without deduction of pay on account of such absence.

Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

Section 11.2 Employees shall be granted a paid leave of absence for any time required by law for military service,

jury service, or as a result of service upon employee of a lawful subpoena or required court appearance in a work-related matter. Any jury or witness fees or mileage will be endorsed over to Metro.

- Section 11.3** **Disability Leave.** (1) Upon application, supported by a statement of a physician, a leave of absence shall be granted without pay for a period not to exceed six (6) months from the beginning of the disability in cases of the physical disability of a regular employee. Any employee requesting such leave shall file such request in writing with the employee's department director and attach thereto a statement of the attending physician. The latter physician's statement must indicate that the duration of leave requested is necessary for the disabled employee to recover from the disability. Upon ceasing work, the employee may use any vacation and sick leave earned.
- (2) Disability leave without pay shall commence immediately upon completion of the vacation and sick leave. During the first three (3) months of such disability leave, Metro shall continue to provide health, dental, life insurance, accidental death and dismemberment and long-term disability benefits, to the same extent provided other employees, and shall pay all appropriate premiums. If a leave of absence for a disability extends beyond three (3) months, the employee may elect to continue the latter coverages and benefits; upon such election, the gross premiums for such extended coverage shall be paid by the employee. Any and all such extensions of coverages and benefits beyond the first three (3) months shall be subject to any and all restrictions and conditions in each applicable benefit policy or plan.
- (3) In the event that any leave of absence on account of a disability exceeds six (6) months, the employee may be dismissed from employment; provided, however, that the Executive Officer may extend such disability leave once by an additional six (6) month period if such extension will not adversely affect the operations of Metro and if prior to the expiration of such six-month period of disability leave, such employee presents to the Executive Officer an attending physician

statement that the employee will be able to resume full performance of his/her normal work duties within six months following the expiration of the initial six months of disability leave. However, if the attending physician statement indicates that the employee will require disability leave for a total period extending beyond one (1) year, or if the actual period disability extends beyond one year, the employee shall be dismissed from employment. Any extension of an employee's disability leave beyond six months by the Executive Officer shall be in writing and shall be filed in the Personnel Division Office.

Section 11.4 Parental Leave. Unpaid Parental Leave up to the developmental stage equivalent of twelve (12) weeks for a newborn or for the 12-week period following the date an adoptive parent takes custody of a newly adopted child under six (6) years of age shall be granted to eligible employees.

- (1) The employee shall be entitled to take parental leave without being penalized for taking leave.
- (2) An employee returning from parental leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave. This section is pursuant to ORS 659.360-659.370.
- (3) All regular employees who have completed ninety (90) days of service are eligible to request the leave.
- (4) Employees have the option of using their accrued vacation leave during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accrued vacation, benefits will be continued as long as the leave is continued on paid status. Such leave shall not be used for parental leave unless required by law.
- (5) A request shall be submitted to the Personnel Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:

- (A) The employee's intent to take parental leave beginning on a date certain more than thirty (30) days from the date of the request.
 - (B) The anticipated date of birth of the parent's child, or
 - (C) The anticipated date that the parent will obtain physical custody of a newly adopted child under six (6) years of age, and
 - (D) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.
- (6) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated in an equivalent position. Employees who do not return by the date specified shall be placed on the appropriate lay off list under this Agreement.

Section 11.5 **Leave Without Pay.** All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Executive Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Executive Officer's approval of the request shall be in writing and shall be filed in the Personnel Division Office. The employee may elect to continue employee coverages and benefits, however, premiums for such extended coverages and benefits shall be paid by the employee. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any

employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

ARTICLE 12: HEALTH AND WELFARE

Section 12.1 Metro shall continue to provide medical, dental and vision coverage for each employee at no premium cost to the employee for the employee's choice of the current 90-10 indemnity plan from Great-West Life, or the Kaiser HMO plan until July 1, 1989.

Section 12.2 Effective July 1, 1989, Metro shall provide medical, dental and vision coverage for each employee at no premium cost to the employee for the employee's choice of the Kaiser HMO plan or the Preferred Provider Option (PPO) plan from Great-West Life that provides 90-10 benefits using the provider list and 80-20 benefits if non-listed providers are used.

Section 12.3 Effective July 1, 1990, Metro shall provide medical, dental and vision coverage for each employee at no cost to the employee for the Kaiser HMO plan. Metro shall contribute an amount equivalent to its 1989-90 composite rate cost per employee for medical, dental and vision coverage plus an increment of 15 percent of that rate toward the 1990-91 premium cost for each employee's choosing the indemnity plan. Each employee shall contribute the remainder of the actual composite premium cost greater than the employer contribution.

Upon receipt of quotes or bids for medical, dental, vision coverage prior to July 1, 1990, if employer costs will exceed the cap, a joint committee of seven (7) members shall meet to consider adjustments to benefits or coverages to stay below the cap. The joint committee shall consist of three (3) Union and three (3) management representatives and the Executive Officer.

Section 12.4 Life Insurance and Additional Dependant Life And Disability coverages shall be maintained at current levels 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.

ARTICLE 13: RETIREMENT BENEFITS

During the life of the Agreement, Metro agrees to continue a total employer contribution of 11 percent of each employee's monthly salary. Nothing in this Agreement shall prohibit Metro from providing higher levels of contribution or plan benefits. In all cases employee retirement contributions shall be provided by Metro. Specifically, Metro may elect to provide a higher level of contribution and plan benefits available from the Public Employee Retirement System (PERS) with the 6 percent employee contribution paid by Metro.

ARTICLE 14: SALARY ADMINISTRATION

Section 14.1 Metro shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have ten (10) days to request wage negotiations for a new or substantially revised classification.

Section 14.2 Metro will implement a salary rate for the new or revised classification. This rate shall remain in effect subject to negotiations between Metro and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.

Section 14.3 When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her range or the first step in the higher classification whichever is greater.

Section 14.4 Employees hired at the entry step shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each "anniversary date" thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit Metro from placing employees above the entry step or advancing employees to higher levels of the salary range. Employees hired above the entry rate shall advance one (1) step in the salary

range one (1) year after date of hire and each year thereafter until the employee reaches the top step.

Section 14.5 Employees promoted into a higher classification at Metro shall be placed at the next higher step in the new salary range. Upon completion of promotional probation employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 For the purposes of this section, initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

ARTICLE 15: WAGES

Section 15.1 Once placed on the new range at anniversary date, employees shall be paid in accordance with the classifications and rates of pay contained in Schedule A based on their current Kenny classification number. (Note: Schedule A shall be all represented classifications with the midpoint of the Kenny Plan salary range for each classification as Step 4, then three (3) 5 percent increments (or Steps) in either direction, producing a salary range matrix of an entry level and seven (7) steps, the seventh step being the maximum salary for the classification.)

Section 15.2 Effective July 1, 1988, or the date of hire after July 1, 1988, the rates of pay of all current employees shall be increased by 4.09 percent based on their current salary rate.

Section 15.3 Effective on their 1988-89 anniversary date all current employees shall be placed on the new range at the nearest higher step for their classification

on the new range in Schedule A. Employees completing initial or promotional probation in 1988-89 shall be placed on the nearest higher step on the new range at that time.

Section 15.4 Effective July 1, 1989, the rates and ranges of all employees shall be increased by 5 percent.

Section 15.5 Employees move to the next highest step in the salary range on employee anniversary date in fiscal 1989-90.

Section 15.6 Effective July 1, 1990, the rates and ranges of all employees shall be increased by 5 percent.

Section 15.7 Employees move to the next highest step in the range on employee anniversary date in fiscal 1990-91.

Section 15.8 Any non-exempt employee required to return to work before the employee's next work shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt 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.

Section 15.9 Upon determination by the Executive Officer, or the Executive Officer's designee, of inclement weather conditions and such determination results in the decision to open later than regularly scheduled hours or close any Metro site and to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

ARTICLE 16: SENIORITY AND LAYOFF

Section 16.1 Seniority shall be computed from date of hire or promotion into the classification. Seniority shall be applied for lay off, shift bidding and elsewhere as specified in this Agreement.

Section 16.2 Where Metro employs multiple shift operations employees, such employees shall have the right to choose appropriate shifts every six (6) months or whenever a vacancy occurs. Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written

seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons.

Section 16.3 Seniority shall be continuous service in the employee's classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service. Continuous service in lower classifications shall count as total seniority in the case of lay off. Metro shall publish and distribute semi-annually and thirty (30) days prior to any lay off a seniority list for all employees.

Section 16.4 Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Executive Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probational employees within the classification selected for lay off shall be laid off prior to any lay offs of permanent employees.

Section 16.5 Employees will be laid off by classifications with the least senior employees laid off first. In cases of ties in seniority within classification, total Metro service seniority shall be the tie breaker. Employees shall be given thirty (30) days notice of lay off. Employees given notice of lay off shall within ten (10) working days:

- a. accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification; or
- b. apply for appointment to a vacant Metro position for which the employee meets the minimum qualifications. The best qualified employee given notice of lay off shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

ARTICLE 17: DISCIPLINE AND DISCHARGE

Section 17.1 No employee may be disciplined or discharged without just cause.

- Section 17.2** No employee shall be denied Union and/or legal representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.
- Section 17.3** Any employee suspended or discharged may appeal such action directly to the Executive Officer step of the grievance procedure. All other disciplinary actions shall be processed through the grievance procedure from the first step.
- Section 17.4** If Metro has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

ARTICLE 18: SAFETY AND HEALTH

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.

A safety committee shall be appointed for each work area composed of three (3) persons, one (1) of which shall be selected by the Union. Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

ARTICLE 19: GRIEVANCE PROCEDURE

- Section 19.1** A grievance for the purposes of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:
- Section 19.2** Within fifteen (15) working days of the alleged dispute or the employee's first knowledge of such dispute. The employee alone or accompanied by the Union shall file the grievance with the employee's immediate supervisor.
- Section 19.3** Within five (5) working days the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond or if the

grievance is not resolved at this level, the employee or Union may advance it to the next level within five (5) working days of the deadline for the supervisor's response.

Section 19.4 Any grievance not resolved or advanced from 19.3 shall be reduced to writing on a form mutually agreed to by the parties. It shall be filed with the Executive Officer of Metro. The Executive Officer or his/her designee shall respond within ten (10) working days of receipt of the written grievance. Failure of the Executive Officer to respond or if the grievance is not resolved it may be advanced to the next level by the Union within ten (10) working days of the deadline for the Executive Officer's response.

Section 19.5 If the parties are unable to resolve the grievance or as required elsewhere in the Agreement the Union may request binding arbitration to resolve the dispute. The Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties. Upon receipt of the list the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.6 The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement. The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

ARTICLE 20: EQUAL OPPORTUNITY

Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation, or Union activity.

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the Executive Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Executive Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

ARTICLE 21: MAINTENANCE OF STANDARDS

Metro 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 Metro or the Union in applying the terms and conditions of this Agreement, if such error is corrected with ninety (90) days from the date of error. Any disagreement between the local Union and Metro with respect to this matter shall be subject to the grievance procedure.

ARTICLE 22: PERSONNEL FILE

Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Personnel Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against

an employee unless entered in the official Metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 22.3 All disciplinary material shall be expunged from the personnel file two (2) years from the date the material was entered. Periodic performance appraisals shall permanently remain part of the official personnel file. Any material of an adverse nature shall be removed if not entered in accordance with subsection 22.2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

ARTICLE 23: OUTSIDE EMPLOYMENT

Employees may engage in outside employment, provided that such outside employment does not:

1. create a conflict of interest with the employee's Metro duties; and
2. create an inability to perform employee's job duties at Metro.

Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

ARTICLE 24: UNION RIGHTS

Section 24.1 Bulletin Boards: Metro agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices to such bulletin boards. All postings of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

Section 24.2 Union Representatives: The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the stewards or employees work Metro agrees to arrange a mutually agreeable time within seventy-

two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

ARTICLE 25: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall remain in full force and effect from June 30, 1988, to July 1, 1991. Either party may give written notice sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

SCHEDULE A

| SRange # | EntLevel | Step 1 | Step 2 | Step 3 | Step 4 M | Step 5 | Step 6 | Step 7 |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 5.956682 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 |
| 2 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 | 8.800732 |
| 3 | 6.567380 | 6.895749 | 7.240537 | 7.602564 | 7.982692 | 8.381826 | 8.600918 | 9.240964 |
| 4 | 6.895670 | 7.240454 | 7.602476 | 7.982600 | 8.381730 | 8.800817 | 9.240858 | 9.702901 |
| 5 | 7.240572 | 7.602601 | 7.982731 | 8.381868 | 8.800961 | 9.241009 | 9.703060 | 10.18821 |
| 6 | 7.602482 | 7.982606 | 8.381737 | 8.800824 | 9.240865 | 9.702908 | 10.18805 | 10.69745 |
| 7 | 7.982587 | 8.381716 | 8.800802 | 9.240842 | 9.702884 | 10.18802 | 10.69743 | 11.23230 |
| 8 | 8.381676 | 8.800760 | 9.240798 | 9.702838 | 10.18798 | 10.69737 | 11.23224 | 11.79386 |
| 9 | 8.800543 | 9.240570 | 9.702598 | 10.18772 | 10.69711 | 11.23197 | 11.79356 | 12.38324 |
| 10 | 9.240768 | 9.702806 | 10.18794 | 10.69734 | 11.23221 | 11.79382 | 12.38351 | 13.00268 |
| 11 | 9.702747 | 10.18788 | 10.69727 | 11.23214 | 11.79375 | 12.38343 | 13.00260 | 13.65273 |
| 12 | 10.18806 | 10.69746 | 11.23233 | 11.79395 | 12.38365 | 13.00283 | 13.65297 | 14.33562 |
| 13 | 10.69750 | 11.23238 | 11.79399 | 12.38369 | 13.00288 | 13.65302 | 14.33568 | 15.05246 |
| 14 | 11.23226 | 11.79387 | 12.38356 | 13.00274 | 13.65288 | 14.33552 | 15.05230 | 15.80492 |
| 15 | 11.79391 | 12.38361 | 13.00279 | 13.65293 | 14.33557 | 15.05235 | 15.80497 | 16.59522 |
| 16 | 12.38364 | 13.00283 | 13.65297 | 14.33562 | 15.05240 | 15.80502 | 16.59527 | 17.42503 |
| 17 | 13.00265 | 13.65278 | 14.33542 | 15.05219 | 15.80480 | 16.59504 | 17.42480 | 18.29604 |
| 18 | 13.65290 | 14.33555 | 15.05232 | 15.80494 | 16.59519 | 17.42495 | 18.29619 | 19.21100 |
| 19 | 14.33559 | 15.05237 | 15.80498 | 16.59523 | 17.425 | 18.29625 | 19.21106 | 20.17161 |

SCHEDULE A

| SRange # | EntLevel | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 5.956682 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 |
| 2 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 | 8.800732 |
| 3 | 6.567380 | 6.895749 | 7.240537 | 7.602564 | 7.982692 | 8.381826 | 8.600918 | 9.240964 |
| 4 | 6.895670 | 7.240454 | 7.602476 | 7.982600 | 8.381730 | 8.800817 | 9.240858 | 9.702901 |
| 5 | 7.240572 | 7.602601 | 7.982731 | 8.381868 | 8.800961 | 9.241009 | 9.703060 | 10.18821 |
| 6 | 7.602482 | 7.982606 | 8.381737 | 8.800824 | 9.240865 | 9.702908 | 10.18805 | 10.69745 |
| 7 | 7.982587 | 8.381716 | 8.800802 | 9.240842 | 9.702884 | 10.18802 | 10.69743 | 11.23230 |
| 8 | 8.381676 | 8.800760 | 9.240798 | 9.702838 | 10.18798 | 10.69737 | 11.23224 | 11.79386 |
| 9 | 8.800543 | 9.240570 | 9.702598 | 10.18772 | 10.69711 | 11.23197 | 11.79356 | 12.38324 |
| 10 | 9.240768 | 9.702806 | 10.18794 | 10.69734 | 11.23221 | 11.79382 | 12.38351 | 13.00268 |
| 11 | 9.702747 | 10.18788 | 10.69727 | 11.23214 | 11.79375 | 12.38343 | 13.00260 | 13.65273 |
| 12 | 10.18806 | 10.69746 | 11.23233 | 11.79395 | 12.38365 | 13.00283 | 13.65297 | 14.33562 |
| 13 | 10.69750 | 11.23238 | 11.79399 | 12.38369 | 13.00288 | 13.65302 | 14.33568 | 15.05246 |
| 14 | 11.23226 | 11.79387 | 12.38356 | 13.00274 | 13.65288 | 14.33552 | 15.05230 | 15.80492 |
| 15 | 11.79391 | 12.38361 | 13.00279 | 13.65293 | 14.33557 | 15.05235 | 15.80497 | 16.59522 |
| 16 | 12.38364 | 13.00283 | 13.65297 | 14.33562 | 15.05240 | 15.80502 | 16.59527 | 17.42503 |
| 17 | 13.00265 | 13.65278 | 14.33542 | 15.05219 | 15.80480 | 16.59504 | 17.42480 | 18.29604 |
| 18 | 13.65290 | 14.33555 | 15.05232 | 15.80494 | 16.59519 | 17.42495 | 18.29619 | 19.21100 |
| 19 | 14.33559 | 15.05237 | 15.80498 | 16.59523 | 17.425 | 18.29625 | 19.21106 | 20.17161 |

RESOL. 89-1081
AFSCME AGREEMENT
1988-1991

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ARTICLE 1: PREAMBLE

THIS AGREEMENT is entered into by the Metropolitan Service District, hereinafter referred to as "Metro," and the Oregon Public Employees Council No. 75, Local _____ of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union."

The purpose of this Agreement is to set forth the full and complete Agreement between Metro and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with Metro's and the Union's mutual objective of providing ever-improved services to the public of the Metropolitan Service District.

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 preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical handicap.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

ARTICLE 2: RECOGNITION

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all permanent employees of Metro, excluding employees who are included in a bargaining unit represented by the Laborers' International Union, Local 483, and confidential and supervisory employees as defined by ORS 243.650(6) and (14).

Section 2.2 Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

ARTICLE 3: MANAGEMENT RIGHTS

The employer shall have and retain the sole responsibility for the management and operation of all Metro functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determination of Metro's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Metro;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force;
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) To promote, suspend, discipline or discharge consistent with this Agreement;
- (7) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (8) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement; and
- (9) To introduce new or improved methods, equipment or facilities.

ARTICLE 4: UNION SECURITY

Section 4.1 Membership. Membership or non-membership in the Union shall be guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and Metro.

Section 4.2 Fairshare. Metro agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the

understanding that the fairshare for non-union employees shall be equivalent to the dues of the Union membership in Oregon Council 75, American Federation of State, County and Municipal Employees, Local _____ AFL-CIO.

~~The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed.~~ Such employee shall pay the fairshare amount described hereinabove to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.3 **Effective Date.** The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 4.4 **Dues Checkoff.** Upon receipt of a signed authorization from the employee, Metro agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4.5 The Union agrees that it will indemnify, defend and save Metro harmless from all suits, actions, proceedings, and claims against Metro, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 5: HOURS AND SHIFTS

- Section 5.1 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 week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week.
- Section 5.2 Except in cases of emergency, all employees' shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.
- Section 5.3 Notwithstanding the workweek set forth in 5.1 and 5.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.
- Section 5.4 Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any 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.
- Section 5.5 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.
- Section 5.6 The second or swing shift for pay purposes shall be defined as any shift which begins between 12:00 noon and 6:59 p.m. An employee scheduled on the second shift shall receive a forty (40) cents per hour shift differential in addition to the employee's regular hourly rate (as set forth in Schedule A).
- Section 5.7 The third or graveyard shift for pay purposes shall be defined as any 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-five (45) cents per hour in addition to the regular hourly rate (as set forth in Schedule A).
- Section 5.8 Relief shifts shall be defined as:

- 5.8.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 5.8.2 Employee assigned to relief shifts shall be paid fifty-five (55) cents per hour premium for all hours worked.
- 5.8.3 Employees working relief shifts shall not receive shift premium authorized in Sections 5.6 and 5.7 above.

Section 5.9 The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

ARTICLE 6: NO STRIKE OR LOCKOUT

Section 6.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Metro. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 6.2 If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 6.1 above to return to work.

ARTICLE 7: OVERTIME AND COMP TIME

Section 7.1 Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at

one and one-half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four-day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek.

Section 7.2 Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four-day workweek employees) or forty (40) hours per workweek.

Section 7.3 Exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time.

ARTICLE 8: HOLIDAYS

Section 8.1 All bargaining unit members shall receive one (1) day's hourly pay or no deduction from salary for each of the following designated holidays listed on which they perform no work:

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Christmas Day;
- (10) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

- Section 8.2 Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday.
- Section 8.3 Holidays which occur during vacation or sick leave shall not be charged against such leave.
- Section 8.4 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 holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked. However, if an employee is scheduled to work on a holiday, that employee 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.

ARTICLE 9: VACATION

- Section 9.1 Subject to department approval and the provision on initial probationary period, all bargaining unit employees shall be granted annual vacation leave with pay accruing at the following rates:

| <u>Total Years of Continuous Service</u> | <u>Accrual Rate Per Hours</u> | <u>Equivalent Annual Hours Full-Time Employees</u> |
|--|-----------------------------------|--|
| Date of Hire thru completion of 3 years | .0385 hours | 80 hours |
| 4 years through completion of 9 years | .0577 hours | 120 hours |
| 9 plus years | .0770 hours | 160 hours |

- Section 9.2 Permanent employees who have been employed by Metro for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

- Section 9.3** Employees shall not accumulate more than two hundred fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 250 hours maximum. If denial of a vacation request prevents an employee from avoiding the 250 hour maximum, the employee shall be paid at regular rate for those hours accrued over 250 hours.
- Section 9.4** Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency.
- Section 9.5** Any permanent employee who resigns, retires, is laid off or dismissed from employment with Metro shall be entitled to immediate lump sum payment for accrued and unused vacation at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period including any extensions.

ARTICLE 10: SICK LEAVE

- Section 10.1** Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) working days service with Metro.
- Section 10.2** Employees are eligible to use sick leave for the following reasons:
- (1) Personal illness or physical disability;
 - (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
 - (3) Medical appointments and office visits.
- Section 10.3** Employees unable to report to work shall report the reason for absence to their supervisor within one

(1) hour after the scheduled beginning of their shift. Sick leave with pay shall not be allowed unless such report has been made. The supervisor shall require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

Section 10.4 Metro and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. Metro may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or Metro and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Sick leave shall not continue to accrue during periods of disability or leave unpaid by Metro.

ARTICLE 11: OTHER LEAVES

Section 11.1 **Bereavement Leave.** An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed not to exceed three (3) days time off duty without deduction of pay on account of such absence.

Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

Section 11.2 Employees shall be granted a paid leave of absence for any time required by law for military service,

jury service, or as a result of service upon employee of a lawful subpoena or required court appearance in a work-related matter. Any jury or witness fees or mileage will be endorsed over to Metro.

Section 11.3 Disability Leave. (1) Upon application, supported by a statement of a physician, a leave of absence shall be granted without pay for a period not to exceed six (6) months from the beginning of the disability in cases of the physical disability of a regular employee. Any employee requesting such leave shall file such request in writing with the employee's department director and attach thereto a statement of the attending physician. The latter physician's statement must indicate that the duration of leave requested is necessary for the disabled employee to recover from the disability. Upon ceasing work, the employee may use any vacation and sick leave earned.

(2) Disability leave without pay shall commence immediately upon completion of the vacation and sick leave. During the first three (3) months of such disability leave, Metro shall continue to provide health, dental, life insurance, accidental death and dismemberment and long-term disability benefits, to the same extent provided other employees, and shall pay all appropriate premiums. If a leave of absence for a disability extends beyond three (3) months, the employee may elect to continue the latter coverages and benefits; upon such election, the gross premiums for such extended coverage shall be paid by the employee. Any and all such extensions of coverages and benefits beyond the first three (3) months shall be subject to any and all restrictions and conditions in each applicable benefit policy or plan.

(3) In the event that any leave of absence on account of a disability exceeds six (6) months, the employee may be dismissed from employment; provided, however, that the Executive Officer may extend such disability leave once by an additional six (6) month period if such extension will not adversely affect the operations of Metro and if prior to the expiration of such six-month period of disability leave, such employee presents to the Executive Officer an attending physician

statement that the employee will be able to resume full performance of his/her normal work duties within six months following the expiration of the initial six months of disability leave. However, if the attending physician statement indicates that the employee will require disability leave for a total period extending beyond one (1) year, or if the actual period disability extends beyond one year, the employee shall be dismissed from employment. Any extension of an employee's disability leave beyond six months by the Executive Officer shall be in writing and shall be filed in the Personnel Division Office.

Section 11.4 Parental Leave. Unpaid Parental Leave up to the developmental stage equivalent of twelve (12) weeks for a newborn or for the 12-week period following the date an adoptive parent takes custody of a newly adopted child under six (6) years of age shall be granted to eligible employees.

- (1) The employee shall be entitled to take parental leave without being penalized for taking leave.
- (2) An employee returning from parental leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave. This section is pursuant to ORS 659.360-659.370.
- (3) All regular employees who have completed ninety (90) days of service are eligible to request the leave.
- (4) Employees have the option of using their accrued vacation leave during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accrued vacation, benefits will be continued as long as the leave is continued on paid status. Such leave shall not be used for parental leave unless required by law.
- (5) A request shall be submitted to the Personnel Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:

- (A) The employee's intent to take parental leave beginning on a date certain more than thirty (30) days from the date of the request.
 - (B) The anticipated date of birth of the parent's child, or
 - (C) The anticipated date that the parent will obtain physical custody of a newly adopted child under six (6) years of age, and
 - (D) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.
- (6) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated in an equivalent position. Employees who do not return by the date specified shall be placed on the appropriate lay off list under this Agreement.

Section 11.5 **Leave Without Pay.** All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Executive Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Executive Officer's approval of the request shall be in writing and shall be filed in the Personnel Division Office. The employee may elect to continue employee coverages and benefits, however, premiums for such extended coverages and benefits shall be paid by the employee. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any

employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

ARTICLE 12: HEALTH AND WELFARE

Section 12.1 Metro shall continue to provide medical, dental and vision coverage for each employee at no premium cost to the employee for the employee's choice of the current 90-10 indemnity plan from Great-West Life, or the Kaiser HMO plan until July 1, 1989.

Section 12.2 Effective July 1, 1989, Metro shall provide medical, dental and vision coverage for each employee at no premium cost to the employee for the employee's choice of the Kaiser HMO plan or the Preferred Provider Option (PPO) plan from Great-West Life that provides 90-10 benefits using the provider list and 80-20 benefits if non-listed providers are used.

Section 12.3 Effective July 1, 1990, Metro shall provide medical, dental and vision coverage for each employee at no cost to the employee for the Kaiser HMO plan. Metro shall contribute an amount equivalent to its 1989-90 composite rate cost per employee for medical, dental and vision coverage plus an increment of 15 percent of that rate toward the 1990-91 premium cost for each employee's choosing the indemnity plan. Each employee shall contribute the remainder of the actual composite premium cost greater than the employer contribution.

Upon receipt of quotes or bids for medical, dental, vision coverage prior to July 1, 1990, if employer costs will exceed the cap, a joint committee of seven (7) members shall meet to consider adjustments to benefits or coverages to stay below the cap. The joint committee shall consist of three (3) Union and three (3) management representatives and the Executive Officer.

Section 12.4 Life Insurance and Additional Dependant Life And Disability coverages shall be maintained at current levels 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.

ARTICLE 13: RETIREMENT BENEFITS

During the life of the Agreement, Metro agrees to continue a total employer contribution of 11 percent of each employee's monthly salary. Nothing in this Agreement shall prohibit Metro from providing higher levels of contribution or plan benefits. In all cases employee retirement contributions shall be provided by Metro. Specifically, Metro may elect to provide a higher level of contribution and plan benefits available from the Public Employee Retirement System (PERS) with the 6 percent employee contribution paid by Metro.

ARTICLE 14: SALARY ADMINISTRATION

- Section 14.1 Metro shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have ten (10) days to request wage negotiations for a new or substantially revised classification.
- Section 14.2 Metro will implement a salary rate for the new or revised classification. This rate shall remain in effect subject to negotiations between Metro and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.
- Section 14.3 When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her range or the first step in the higher classification whichever is greater.
- Section 14.4 Employees hired at the entry step shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each "anniversary date" thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit Metro from placing employees above the entry step or advancing employees to higher levels of the salary range. Employees hired above the entry rate shall advance one (1) step in the salary

range one (1) year after date of hire and each year thereafter until the employee reaches the top step.

Section 14.5 Employees promoted into a higher classification at Metro shall be placed at the next higher step in the new salary range. Upon completion of promotional probation employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 For the purposes of this section, initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

ARTICLE 15: WAGES

Section 15.1 Once placed on the new range at anniversary date, employees shall be paid in accordance with the classifications and rates of pay contained in Schedule A based on their current Kenny classification number. (Note: Schedule A shall be all represented classifications with the midpoint of the Kenny Plan salary range for each classification as Step 4, then three (3) 5 percent increments (or Steps) in either direction, producing a salary range matrix of an entry level and seven (7) steps, the seventh step being the maximum salary for the classification.)

Section 15.2 Effective July 1, 1988, or the date of hire after July 1, 1988, the rates of pay of all current employees shall be increased by 4.09 percent based on their current salary rate.

Section 15.3 Effective on their 1988-89 anniversary date all current employees shall be placed on the new range at the nearest higher step for their classification

on the new range in Schedule A. Employees completing initial or promotional probation in 1988-89 shall be placed on the nearest higher step on the new range at that time.

- Section 15.4 Effective July 1, 1989, the rates and ranges of all employees shall be increased by 5 percent.
- Section 15.5 Employees move to the next highest step in the salary range on employee anniversary date in fiscal 1989-90.
- Section 15.6 Effective July 1, 1990, the rates and ranges of all employees shall be increased by 5 percent.
- Section 15.7 Employees move to the next highest step in the range on employee anniversary date in fiscal 1990-91.
- Section 15.8 Any non-exempt employee required to return to work before the employee's next work shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt 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.
- Section 15.9 Upon determination by the Executive Officer, or the Executive Officer's designee, of inclement weather conditions and such determination results in the decision to open later than regularly scheduled hours or close any Metro site and to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

ARTICLE 16: SENIORITY AND LAYOFF

- Section 16.1 Seniority shall be computed from date of hire or promotion into the classification. Seniority shall be applied for lay off, shift bidding and elsewhere as specified in this Agreement.
- Section 16.2 Where Metro employs multiple shift operations employees, such employees shall have the right to choose appropriate shifts every six (6) months or whenever a vacancy occurs. Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written

seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons.

Section 16.3 Seniority shall be continuous service in the employee's classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service. Continuous service in lower classifications shall count as total seniority in the case of lay off. Metro shall publish and distribute semi-annually and thirty (30) days prior to any lay off a seniority list for all employees.

Section 16.4 Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Executive Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probational employees within the classification selected for lay off shall be laid off prior to any lay offs of permanent employees.

Section 16.5 Employees will be laid off by classifications with the least senior employees laid off first. In cases of ties in seniority within classification, total Metro service seniority shall be the tie breaker. Employees shall be given thirty (30) days notice of lay off. Employees given notice of lay off shall within ten (10) working days:

- a. accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification; or
- b. apply for appointment to a vacant Metro position for which the employee meets the minimum qualifications. The best qualified employee given notice of lay off shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

ARTICLE 17: DISCIPLINE AND DISCHARGE

Section 17.1 No employee may be disciplined or discharged without just cause.

- Section 17.2 No employee shall be denied Union and/or legal representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.
- Section 17.3 Any employee suspended or discharged may appeal such action directly to the Executive Officer step of the grievance procedure. All other disciplinary actions shall be processed through the grievance procedure from the first step.
- Section 17.4 If Metro has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

ARTICLE 18: SAFETY AND HEALTH

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.

A safety committee shall be appointed for each work area composed of three (3) persons, one (1) of which shall be selected by the Union. Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

ARTICLE 19: GRIEVANCE PROCEDURE

- Section 19.1 A grievance for the purposes of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:
- Section 19.2 Within fifteen (15) working days of the alleged dispute or the employee's first knowledge of such dispute. The employee alone or accompanied by the Union shall file the grievance with the employee's immediate supervisor.
- Section 19.3 Within five (5) working days the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond or if the

grievance is not resolved at this level, the employee or Union may advance it to the next level within five (5) working days of the deadline for the supervisor's response.

Section 19.4 Any grievance not resolved or advanced from 19.3 shall be reduced to writing on a form mutually agreed to by the parties. It shall be filed with the Executive Officer of Metro. The Executive Officer or his/her designee shall respond within ten (10) working days of receipt of the written grievance. Failure of the Executive Officer to respond or if the grievance is not resolved it may be advanced to the next level by the Union within ten (10) working days of the deadline for the Executive Officer's response.

Section 19.5 If the parties are unable to resolve the grievance or as required elsewhere in the Agreement the Union may request binding arbitration to resolve the dispute. The Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties. Upon receipt of the list the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.6 The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement. The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

ARTICLE 20: EQUAL OPPORTUNITY

Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation, or Union activity.

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the Executive Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Executive Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

ARTICLE 21: MAINTENANCE OF STANDARDS

Metro 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 Metro or the Union in applying the terms and conditions of this Agreement, if such error is corrected with ninety (90) days from the date of error. Any disagreement between the local Union and Metro with respect to this matter shall be subject to the grievance procedure.

ARTICLE 22: PERSONNEL FILE

Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Personnel Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against

an employee unless entered in the official Metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 22.3 All disciplinary material shall be expunged from the personnel file two (2) years from the date the material was entered. Periodic performance appraisals shall permanently remain part of the official personnel file. Any material of an adverse nature shall be removed if not entered in accordance with subsection 22.2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

ARTICLE 23: OUTSIDE EMPLOYMENT

Employees may engage in outside employment, provided that such outside employment does not:

1. create a conflict of interest with the employee's Metro duties; and
2. create an inability to perform employee's job duties at Metro.

Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

ARTICLE 24: UNION RIGHTS

Section 24.1 Bulletin Boards: Metro agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices to such bulletin boards. All postings of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

Section 24.2 Union Representatives: The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the stewards or employees work Metro agrees to arrange a mutually agreeable time within seventy-

two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

ARTICLE 25: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall remain in full force and effect from June 30, 1988, to July 1, 1991. Either party may give written notice sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

SCHEDULE A

| SRange | # | EntLevel | Step 1 | Step 2 | Step 3 | Step 4 | M | Step 5 | Step 6 | Step 7 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|--------|--------|
| 1 | 5.956682 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 | | |
| 2 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 | 8.800732 | | |
| 3 | 6.567380 | 6.895749 | 7.240537 | 7.602564 | 7.982692 | 8.381826 | 8.800918 | 9.240964 | | |
| 4 | 6.895670 | 7.240454 | 7.602476 | 7.982600 | 8.381730 | 8.800817 | 9.240858 | 9.702901 | | |
| 5 | 7.240572 | 7.602601 | 7.982731 | 8.381868 | 8.800961 | 9.241009 | 9.703060 | 10.18821 | | |
| 6 | 7.602482 | 7.982606 | 8.381737 | 8.800824 | 9.240865 | 9.702908 | 10.18805 | 10.69745 | | |
| 7 | 7.982587 | 8.381716 | 8.800802 | 9.240842 | 9.702884 | 10.18802 | 10.69743 | 11.23230 | | |
| 8 | 8.381676 | 8.800760 | 9.240798 | 9.702838 | 10.18798 | 10.69737 | 11.23224 | 11.79386 | | |
| 9 | 8.800543 | 9.240570 | 9.702598 | 10.18772 | 10.69711 | 11.23197 | 11.79356 | 12.38324 | | |
| 10 | 9.240768 | 9.702806 | 10.18794 | 10.69734 | 11.23221 | 11.79382 | 12.38351 | 13.00268 | | |
| 11 | 9.702747 | 10.18788 | 10.69727 | 11.23214 | 11.79375 | 12.38343 | 13.00260 | 13.65273 | | |
| 12 | 10.18806 | 10.69746 | 11.23233 | 11.79395 | 12.38365 | 13.00283 | 13.65297 | 14.33562 | | |
| 13 | 10.69750 | 11.23238 | 11.79399 | 12.38369 | 13.00288 | 13.65302 | 14.33568 | 15.05246 | | |
| 14 | 11.23226 | 11.79387 | 12.38356 | 13.00274 | 13.65288 | 14.33552 | 15.05230 | 15.80492 | | |
| 15 | 11.79391 | 12.38361 | 13.00279 | 13.65293 | 14.33557 | 15.05235 | 15.80497 | 16.59522 | | |
| 16 | 12.38364 | 13.00283 | 13.65297 | 14.33562 | 15.05240 | 15.80502 | 16.59527 | 17.42503 | | |
| 17 | 13.00265 | 13.65278 | 14.33542 | 15.05219 | 15.80480 | 16.59504 | 17.42480 | 18.29604 | | |
| 18 | 13.65290 | 14.33555 | 15.05232 | 15.80494 | 16.59519 | 17.42495 | 18.29619 | 19.21100 | | |
| 19 | 14.33559 | 15.05237 | 15.80498 | 16.59523 | 17.425 | 18.29625 | 19.21106 | 20.17161 | | |

SCHEDULE A

| SRange # | EntLevel | Step 1 | Step 2 | Step 3 | Step 4 M | Step 5 | Step 6 | Step 7 |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 5.956682 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 |
| 2 | 6.254516 | 6.567242 | 6.895604 | 7.240384 | 7.602403 | 7.982524 | 8.381650 | 8.800732 |
| 3 | 6.567380 | 6.895749 | 7.240537 | 7.602564 | 7.982692 | 8.381826 | 8.600918 | 9.240964 |
| 4 | 6.895670 | 7.240454 | 7.602476 | 7.982600 | 8.381730 | 8.800817 | 9.240858 | 9.702901 |
| 5 | 7.240572 | 7.602601 | 7.982731 | 8.381868 | 8.800961 | 9.241009 | 9.703060 | 10.18821 |
| 6 | 7.602482 | 7.982606 | 8.381737 | 8.800824 | 9.240865 | 9.702908 | 10.18805 | 10.69745 |
| 7 | 7.982587 | 8.381716 | 8.800802 | 9.240842 | 9.702884 | 10.18802 | 10.69743 | 11.23230 |
| 8 | 8.381676 | 8.800760 | 9.240798 | 9.702838 | 10.18798 | 10.69737 | 11.23224 | 11.79386 |
| 9 | 8.800543 | 9.240570 | 9.702598 | 10.18772 | 10.69711 | 11.23197 | 11.79356 | 12.38324 |
| 10 | 9.240768 | 9.702806 | 10.18794 | 10.69734 | 11.23221 | 11.79382 | 12.38351 | 13.00268 |
| 11 | 9.702747 | 10.18788 | 10.69727 | 11.23214 | 11.79375 | 12.38343 | 13.00260 | 13.65273 |
| 12 | 10.18806 | 10.69746 | 11.23233 | 11.79395 | 12.38365 | 13.00283 | 13.65297 | 14.33562 |
| 13 | 10.69750 | 11.23238 | 11.79399 | 12.38369 | 13.00288 | 13.65302 | 14.33568 | 15.05246 |
| 14 | 11.23226 | 11.79387 | 12.38356 | 13.00274 | 13.65288 | 14.33552 | 15.05230 | 15.80492 |
| 15 | 11.79391 | 12.38361 | 13.00279 | 13.65293 | 14.33557 | 15.05235 | 15.80497 | 16.59522 |
| 16 | 12.38364 | 13.00283 | 13.65297 | 14.33562 | 15.05240 | 15.80502 | 16.59527 | 17.42503 |
| 17 | 13.00265 | 13.65278 | 14.33542 | 15.05219 | 15.80480 | 16.59504 | 17.42480 | 18.29604 |
| 18 | 13.65290 | 14.33555 | 15.05232 | 15.80494 | 16.59519 | 17.42495 | 18.29619 | 19.21100 |
| 19 | 14.33559 | 15.05237 | 15.80498 | 16.59523 | 17.425 | 18.29625 | 19.21106 | 20.17161 |



OREGON AFSCME

2325 E. BURNSIDE, PORTLAND, OREGON 97214 (503) 239-9030

April 12, 1989

Ray Phelps
Metropolitan Service District
1120 SW 5th - Room 520
Portland, Or 97204

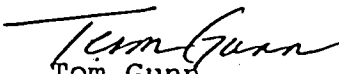
Dear Mr. Phelps:

The Union has ratified the tentative agreement reached on March 31, 1989. This letter is to confirm our acceptance. This letter also shows the Union, (with great effort) has complied with the parties ground rules provision requiring that both parties recommend and ratify within 14 calendar days.

Metro has until April 14, 1989 to accept or reject the tentative agreement. Failure to consider and vote the agreement, would violate the parties written agreement in the ground rules.

After this long and arduous negotiation this failure would not only violate the law, but would negate the good faith efforts of both sides. Please confirm in writing that the contract has been voted by the appropriate authority by April 15, 1989.

Sincerely,


Tom Gunn
Business Agent
AFSCME Union Local #189

TG:ap

COST OF SETTLEMENT

AFSCME EMPLOYEES

| | | | |
|------|---------|--|-------------|
| I. | 7-1-88 | * Direct Salaries - 102 Employees | \$2,046,326 |
| | | (Average Hourly Rate of Pay - \$10.10) | |
| | | * Taxes | 153,679 |
| | | (F.I.C.A. @ 7.51% of Direct Salaries) | |
| | | * Pension | 225,096 |
| | | (11% of Direct Salaries) | |
| | | * Health Benefits | 288,117 |
| | | (Medical/Vision/Dental) | |
| | | (55 Employees enrolled with Great-West) | |
| | | (47 Employees enrolled with Kaiser) | |
| | | | <hr/> |
| | | * Total | \$2,713,218 |
| II. | 9-88 | * Salary adjustment for start of Kenny | \$63,298 |
| | | Pay & Class plan for 33 employees, retroactive to 7-1-88. | |
| | | **Direct Salaries | \$53,412 |
| | | **Taxes | 4,011 |
| | | **Pension | 5,875 |
| | | * Represents a 10.6% increase in salary costs for the 33 employees. | |
| | | * GRAND TOTAL OF PAYROLL COSTS | \$2,776,516 |
| | | BEFORE TENTATIVE AGREEMENT | |
| | | | <hr/> |
| | | ** Ave. Hourly Rate of Pay \$10.60 | |
| III. | 3-30-89 | TENTATIVE AGREEMENT - FY 88-89 | |
| | | * COLA | \$103,605 |
| | | **4.09% Retroactive 7-1-88 | |
| | | **Increased Direct Salaries | |
| | | | \$87,423 |
| | | **Taxes | 6,565 |
| | | **Pension | 9,617 |
| | | **Ave. Hourly Rate of Pay \$11.03 | |
| | | * Step Placement | 47,505 |
| | | **Effective On Anniversary Date | |
| | | **Increased Direct Salaries | |
| | | | \$40,085 |
| | | **Taxes | 3,010 |
| | | **Pension | 4,409 |
| | | | |
| | | **Ave. Hourly Rate of Pay \$11.39 | |
| | | * Health Benefit | 949 |
| | | **6.5% Increase | |
| | | **Medical/Vision/Dental | |
| | | | <hr/> |
| | | GRAND TOTAL OF PAYROLL COSTS | |
| | | at 6/30/89 | \$2,928,575 |



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

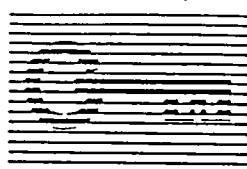
Memorandum

DATE: APRIL 13, 1989

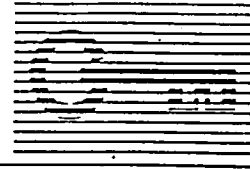
TO: RAY PHELPS, DIRECTOR OF FINANCE AND ADMINISTRATION
FROM: RUTH CUSACK, BENEFITS ADMINISTRATOR
RE: SCHEDULE OF STEP PLACEMENT OVER LIFE OF AFSCME AGREEMENT

| <u>STEP</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|-------------|---------------|---------------|---------------|
| 1 | 49 | ? | ? |
| 2 | 9 | 49 | ? |
| 3 | 15 | 9 | 49 |
| 4 | 15 | 15 | 9 |
| 5 | 4 | 15 | 15 |
| 6 | 7 | 4 | 15 |
| 7 | 4 | 11 | 15 |

COMPARISON OF MEDICAL, PRESCRIPTION AND VISION COVERAGES



| | CURRENT GREAT-WEST | GREAT-WEST CARE | NON-PPO |
|----------------------------|--|--|--|
| | \$100 deductible | \$100 deductible | \$100 deductible |
| <u>PHYSICIAN SERVICES</u> | | | |
| 1) Office Visits | Plan pays 90% of Usual and Customary --plan member is responsible for balance. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| 2) Surgery/Inpatient | Plan pays 90% of Usual and Customary. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual & Customary after deductible. |
| 3) Outpatient | Plan pays 100% of Usual and Customary. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| 4) Prescription Drugs | Plan pays 90% of Usual and Customary. | Plan pays 80% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| 5) Birthing Centers | Plan pays 100% of Usual and Customary. | Plan pays 100% of Usual and Customary. | Plan pays 100% of Usual and Customary. |
| 6) Maternity/ Inpatient | Plan pays 90% of Usual and Customary. | Plan pays 90% of Usual and Customary after deductible. | Plan pays 80% of Usual and Customary after deductible. |
| <u>HOSPITAL SERVICES</u> | | | |
| 1) Outpatient Surgery | Expenses subject to \$100 calendar year deductible co-insurance 90% up to \$5,000. Expenses over \$5,000 are paid at 100%. (Note: Charges for anesthesia, xray, and lab tests -- the plan waives the \$100 deductible.) | Plan pays 90% of Usual and Customary after deductible up to \$5,000. Expenses over \$5,000 are paid at 100%. | Plan pays 80% of Usual and Customary after deductible up to \$5,000. Expenses over \$5,000 are paid at 100%. |
| 2) Inpatient | Room and board and other hospital services and supplies subject to \$100 calendar year deductible. | Room and board and other services and supplies subject to \$100 calendar year | Room and board and other services and supplies subject to \$100 calendar year |



OTHER COVERED BENEFITS (Cont.)

| | <u>CURRENT GREAT-WEST</u> | <u>GREAT-WEST CARE</u> | <u>NON-PPO</u> |
|--------------------------------------|---|--|--|
| 6) Radiology/ Pathology | Benefits paid at 90% after deductible. | Benefits paid at 90% after deductible. | Benefits paid at 80% after deductible. |
| 7) Ambulance Charges | Benefits paid at 90% after deductible. | Benefits paid at 80% after deductible. | Benefits paid at 80% after deductible. |
| 8) Prescriptions | Benefits paid at 90% after deductible. | Benefits paid at 80% after deductible. | Benefits paid at 80% after deductible. |
| 9) Vision Services | Eye Exam \$30.00 Frames and Lenses -- Set up on scheduled basis - 24 Month Period Single \$ 60.00 Bifocal \$ 69.00 Trifocal \$ 75.00 Lenticular \$ 96.00 Contacts may be pur- chased in lieu of frames and lenses every 24 months. | Same As Current Plan | Same As Current Plan |
| 10) Pre-existing Condition Clause | Coverage excluded for expenses resulting from an injury or sickness for which you or one of your dependents received treatment during the six months immediately prece- ding the effective date of coverage, unless expenses are incurred after the earliest -- first date fol- lowing first six months of coverage -- or after comple- tion of 12 full months on the plan. | Same As Current Plan | Same As Current Plan |

* Refer to attachments for further details.

Skilled Nursing Facility (SNF) - Benefits will be paid only if the charges are not for custodial care. Admission must occur within seven (7) days after at least three (3) days confinement in a Hospital as an in-patient and the confinement is for the same condition for which the person was hospitalized.

The SNF Daily Amount is 50% of the Hospital Room and Board rate (that was actually charged by the last Hospital the Insured Person was discharged from, up to the Hospital Daily Amount), for the first 60 days and 25% for each of the next 30 days.

The Hospital Covered Expense also includes charges by a Hospital for an Insured Person who is not a registered bed patient, but receives treatment in the out-patient department of the Hospital for the following services and supplies:

- (1) Surgical procedures.
- (2) Treatment of accidental injury within 48 hours of the accident.
- (3) Pre-admission Hospital Testing which will cover X-rays and Laboratory tests performed no earlier than seven (7) days before the scheduled Hospital confinement is to begin. These tests cannot be for routine checkup, and must be ordered by the same doctor who will handle the Hospital procedures after the tests.
- (4) Treatment of Emergency Sickness, if the sickness is sudden and needs immediate medical attention which is not readily available from any source other than the out-patient department of a Hospital. The treatment must take place within 48 hours of the onset of the sickness.

Medical Covered Expenses include:

Charges for services of a Doctor. This does not include treatment by a psychiatrist or psychotherapy, except when rendered during Hospital confinement as an in-patient.

Anesthetics and their administration.

Diagnostic X-rays and lab tests. This does not include dental X-rays.

Treatment by X-ray, radium and radioactive isotopes.

SUMMARY OF DENTAL BENEFITS PROVIDED THROUGH GREAT-WEST LIFE

\$50.00 Lifetime Deductible -- Each family member

ROUTINE TREATMENT -- 100 percent of reasonable and customary.
Oral exams, cleaning, bite-wing x-rays (two times per year -- but not more than once in a five-month period). Full mouth x-rays every 24 months -- fillings, root canal therapy, periodic treatment. See page 27 of handbook for additional information.

MAJOR TREATMENT -- 50 percent of reasonable and customary.
Crowns and fixed bridge restorations, partial or complete dentures.

ANNUAL MAXIMUM

\$1,000 annual maximum per family member. Plan year runs January 1 through December 31. Note: If your group coverage becomes effective any time after July 1, you and your family members will have an adjusted annual maximum of \$500.

Note: Exclusions on pages 28 and 29 of handbook.

ORTHODONTIA TREATMENT

Available to dependent children between ages of 6-18. Treatment must begin prior to 18th birthday.

Benefit = 50 percent up to a lifetime maximum of \$1,000.

9249C/500