

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF RATIFYING THE)	RESOLUTION NO. 91-1500
AMENDED 1991-1995 COLLECTIVE)	
BARGAINING AGREEMENT WITH THE)	Introduced by Rena Cusma,
LABORERS INTERNATIONAL UNION,)	Executive Officer
LOCAL 483)	

WHEREAS, The Council ratified a tentative agreement between the Laborers International Union, Local 483 and the Metropolitan Service District on August 8, 1991 (Resolution 91-1487); and

WHEREAS, The membership of the Laborers International Union, Local 483 had failed to ratify the tentative agreement on August 5, 1991; and

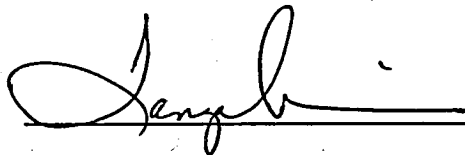
WHEREAS, The parties reconvened negotiations and tentatively agreed to certain minor changes on August 12, 1991; and

WHEREAS, The Laborers International Union, Local 483 membership ratified the tentative agreement on August 13, 1991; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby ratifies the amended tentatively agreed 1991-1995 collective bargaining agreement with the Laborers International Union, Local 483, attached as Exhibit A.

DATED this 12th day of September, 1991.



Tanya Collier, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION 91-1500
RECOMMENDING RATIFICATION OF THE AMENDED RENEGOTIATED
LABOR AGREEMENT BETWEEN METRO AND LIU 483
EFFECTIVE 7-1-91 THROUGH 6-30-95

Background: Labor contract negotiations between Metro and Laborers International Union Local 483 were completed on July 16, 1991, when the parties reached tentative agreement. The Union membership failed to ratify the tentative agreement on August 5, while the Metro council ratified on August 8.

Consequently, the Parties reconvened negotiations and reached subsequent tentative Agreement on August 12. The Union membership ratified the amended tentative agreement on August 13.

The Executive Officer recommends that the Council ratify the amended tentative agreement, which incorporates the following changes:

1. The side letter regarding call-back pay for Animal Keepers is withdrawn, and the current language of Article 9.2 will apply to all Local 483 members as it has in the past without distinction of classification.

2. **Seniority:**

Article 10, sections 10.1 and 10.3 will be changed to reflect the intent of the language already agreed to at the table, which bases seniority on date of hire. The language will read as follows:

10.1 Permanent part-time employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of ~~(actual time they are employed-)~~ continuous employment from their date of hire. Emergency Employment Employees shall have seniority only within their own group during their limited term of employment. Temporary employees shall accrue no seniority rights under this Article.

10.3 Seniority of an employee as used in this Agreement shall be based upon his/her continuous length of employment with the Employer from their date of hire. Seniority shall continue and accumulate on the following basis: (the rest of the article shall remain unchanged.)

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

RESOLUTION NO. 91-1500, RATIFYING THE AMENDED 1991-1995
COLLECTIVE BARGAINING AGREEMENT WITH THE LABORERS INTERNATIONAL
UNION, LOCAL 483

Date: September 6, 1991

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its September 5, 1991 meeting the Governmental Affairs Committee unanimously recommended Council adoption of Resolution No. 91-1500. All committee members were present and voted.

COMMITTEE DISCUSSION/ISSUES: Personnel Director Paula Paris presented the staff report. She discussed the three issues that had contributed to the Union's rejecting the original contract in August. Those concerned callback time for Animal Keepers, PERS issues, and language on seniority dates. All have been resolved, and the Union has ratified the contract.

There were no questions from the Committee.

AGREEMENT

between

METROPOLITAN SERVICE DISTRICT (METRO)

and

LABORERS INTERNATIONAL UNION, LOCAL NO. 483

THIS AGREEMENT, made and entered into this 1st day of July 1991, by and between METROPOLITAN SERVICE DISTRICT (Metro), Portland, Oregon, its successors and assigns, hereinafter called the "Employer," and LABORERS INTERNATIONAL UNION, LOCAL NO. 483, hereinafter called the "Union."

PREAMBLE

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

however, shall be construed to prohibit actions taken because of bona fide job qualifications.

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

1. DEFINITIONS

1.1 **REGULAR EMPLOYEE:** Any employee who works full-time on a yearly basis in a job classification contained in Schedule A.

1.2 **REGULAR PART-TIME EMPLOYEE:** Any employee, other than on-call employees, whose employment is part-time and lasts longer than **720 hours** in any calendar year, or in the case of on-call employees 720 hours in a calendar year, but works less than full-time, in a job classification contained in Schedule A, and such employment re-occurs each year.

1.3 **EMERGENCY EMPLOYMENT EMPLOYEE:** Any employee employed full-time through an emergency public employment

program in a job classification in Schedule A. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded.

1.4 TEMPORARY EMPLOYEE: Any employee, other than on-call Typists/Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmasters, whose period of employment will last no longer than 720 hours in any calendar year. On-call Typists/Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmaster's period of employment may last 720 hours in any one calendar year. Temporary/on-call employees are not entitled to vacation pay, health and welfare, sick leave, and personal holidays. Temporary/on-call employees working consecutive years shall not be entitled to accumulate time for purposes of personal holidays or for any other purpose under this Agreement. Employees hired to fill temporary positions shall be notified by the Employer, upon hiring, that the employee will be employed in the temporary position for no more than 720 hours for those on-call, in any calendar year.

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

1.6 Before a Temporary or Emergency Employment employee can become a Regular or Regular Part-Time employee, he/she must have gone through the same job selection process as any other applicant.

2. MANAGEMENT RIGHTS

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

3. RECOGNITION

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

3.2 No supervisor nor salaried employee shall perform any of the work covered under this Agreement, except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer which the Employer could not anticipate, including but not limited to:

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

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

3.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:

- 3.3.1 In cases of emergency as defined in paragraph 3.2.

3.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.

3.3.3 As long as he/she does not replace a regular employee of the Bargaining Unit.

3.4 Except as provided in this Article, work performed under classifications covered by this Agreement shall be performed at rates and conditions herein established. Any work which is performed by Bargaining Unit employees shall not be contracted out. This does not, however, restrict the Employer from contracting out work previously subcontracted.

4. UNION MEMBERSHIP

4.1 All Regular, Regular Part-Time and Emergency Employment employees who are covered by this Agreement shall, not later than thirty-one (31) ~~calendar~~ days from the date of this Agreement or from the date of employment, as the case may be, join and remain members of the Union, by tender of regular dues and initiation fees, or tender

to the Union his/her fair share which shall be equivalent to regular dues and initiation fees. Temporary employees shall not be required to become or remain members of the Union, but as a condition of employment shall pay a monthly fee for each calendar month following the first thirty (30) ~~calendar~~ days of employment.

4.2 If any employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employee from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.

4.3 The Union will defend and hold harmless the Employer, its directors, officers, administrators, and agents from any liability arising out of the application or administration of the Union Membership provisions of this Agreement.

5. DUES CHECKOFF

5.1 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union and fair share according to ORS 243.650. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Employer and may be revoked by the employee upon written request. The performance of this service is at no cost to the Union.

5.2 The Employer will not be held liable for check-off errors but will make proper adjustments with the Union for errors as soon as is practicable but no later than the end of the following pay period.

5.3 The Union agrees to defend and hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer which are based upon the provisions of this Article.

6. STANDARD DAY SHIFT HOURS

6.1 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 work week before the work week in which the change becomes effective, and such change will be effective for not less than one (1) work week.

6.2 Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Rest periods shall be scheduled near the middle of each one half (1/2) shift whenever feasible.

6.3 Notwithstanding the workweek set forth in 6.1 and 6.2 above, the Employer and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked in any one day, for any work performed on the employee's three (3) scheduled days off, and holidays. If a 4-10 work schedule is implemented, and

found to be less favorable after discussion by Management and the Union, either party may elect to return to the 5-8 schedule.

7. SHIFTS

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

7.1 The day shift is any full shift which begins between 6:00 a.m. and 11:59 a.m.. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

7.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

7.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 p.m. An employee scheduled on the second shift shall receive a forty cents (\$.40) per hour shift differential

in addition to his/her regular hourly rate (as set forth in Schedule A).

7.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 p.m. and 5:59 a.m. Employees scheduled on the third shift shall receive a shift premium of forty-five cents (\$.45) per hour in addition to the regular hourly rate (as set forth in Schedule A).

7.5 Relief shifts shall be defined as:

7.5.1 Any work week schedule which includes multiple shifts with a maximum of three (3) day shifts.

7.5.2 Employee regularly assigned to relief shifts shall be paid fifty-five cents (\$.55) per hour premium for all hours worked.

7.5.3 Employees working relief shifts shall not receive shift premium authorized in Sections 7.3 and 7.4 above.

7.6 The shift premium provided for by 7.3, 7.4 and ~~7.5~~ above shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence and shall not be included in an employee's regular hourly rate for purposes of computing overtime or other premium or holiday pay of any kind.

8. OVERTIME

8.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate exclusive of shift premium, shall be paid for all work performed outside of or in excess of an employee's established shift hours and on the employee's sixth and seventh day of work in any week and on holidays, provided, however, that the Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half (1-1/2) hours off for each hour of overtime to a maximum of sixty (60) hours in one (1) year worked.

8.2 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and such information shall be posted. An

employee who wishes additional or less available overtime shall review the matter with his/her immediate supervisor and Union representative.

8.3 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift shall continue to receive pay at the overtime rate.

8.4 An employee who is required to work more than four (4) hours before, or two (2) hours beyond his/her regular shift shall be allowed a thirty (30) minute lunch period on the Employer's time, to be taken not later than the expiration of such four (4) or two (2) hour overtime period. In the event such employee works for more than four (4) hours, or more than two (2) hours before or beyond such four (4) or two (2) hour overtime period, he/she shall receive an additional thirty (30) minute lunch period on the Employer's time for each additional four (4) or two (2) hour overtime increment as the case may be.

8.5 Lunch periods may be scheduled by the Employer, provided only that no lunch period will be scheduled

before three and one-half (3-1/2) or after five (5) hours from the beginning of an employee's shift except in emergency situations. No employee shall be required to take his/her lunch period later than five (5) hours after the beginning of his/her shift. In the event it is not possible to allow a lunch period during such five (5) hours, the employee shall receive time and one-half for his/her one-half (1/2) hour lunch period and shall also be allowed a reasonable opportunity to eat his/her lunch on the Employer's time. For purposes of this Section, a "reasonable opportunity" shall include, with respect to Railroad employees, eating lunch at their duty stations.

9. REPORTING PAY AND MINIMUM PAY

9.1 Any Regular and Emergency Employment employee who is scheduled to report for work on his/her scheduled shift and who presents himself/herself for work as scheduled, but where work is not available or made available for him/her, shall be paid at his/her regular rate for eight (8) hours.

9.1.1 9.1 above shall not apply to Regular Part-Time or Temporary employees whose minimum guarantee shall be four (4) hours.

9.2 Any employee called to return to work immediately, or before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of his/her last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be

paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours.

9.2.1 If a Regular Part-Time or Temporary employee is called to work on the Railroad and circumstances make it unfeasible to operate the trains and the employee is sent home, and then later on this same day is called to return to work, he/she shall be guaranteed only two (2) hours pay for the second call.

9.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.

9.4 Upon determination by the Zoo Director, or the Zoo Director's designee, of inclement weather conditions and such determination results in the decision to close the Washington Park Zoo and to send the staff home before the end of their normal shift, those employees required by

Final Draft; Tentative Agreement, September 12, 1991

Management to stay on the job shall receive one (1) hour travel pay.

10. WORK OPPORTUNITIES AND SENIORITY

10.1 Regular Part-Time employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of continuous employment from their date of hire. Emergency Employment employees shall have seniority only within their own group during their limited term of employment. Temporary employees shall accrue no seniority rights under this Article.

10.2 Except as provided in 10.1, in the matter of lay-off and recall of employees, as well as in the matter of promotion, selection of jobs or opportunities to work on new jobs, processes, or a preferred job within the Bargaining Unit and the selection of work shifts and vacation periods, the Employer shall prefer those employees with the greatest length of service with the Employer in accordance with the following sections.

10.2.1 All employees, who transferred to the employment with the Employer from the Portland Zoological Society, seniority

dates shall be such dates as their original employment with the Society.

- 10.2.2 If two or more employees were employed in any classification on the same day, seniority shall be determined by their order of hire by the Employer's records.

10.3 Seniority of an employee as used in this Agreement shall be based upon his/her continuous length of employment with the Employer from their date of hire. Any employee who voluntarily quits, is discharged, or who doesn't return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer. Seniority shall continue and accumulate on the following basis:

10.3.1 During a lay-off.

10.3.2 Any authorized leave of absence in which an employee continues his/her pay status.

10.3.3 During a military leave of absence as provided for by law.

10.3.4 Up to one (1) year because of leave of absence caused by personal sickness or injury. The employee's seniority will be frozen after such leave provided he/she has requested to return to work as provided in 14.3.

10.3.5 Up to eighteen (18) months for an industrial accident.

10.3.6 Up to ninety (90) working days for a personal leave of absence.

10.3.7 Up to one (1) year for an educational leave of absence.

10.3.8 Any employee who voluntarily quits, is discharged, or who doesn't return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer.

10.4 The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on July first (1st) of each year and the Employer shall notify the Union by written communication immediately upon any change therein.

10.5 Reductions in force shall be accomplished by removing from the classification in which the over-supply exists the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which he/she has held Regular status in the order of his/her seniority in that classification in the Zoo.

10.5.1 No lay-offs or reduction to a lower classification shall be executed as long as there are Temporary employees, volunteers, or work release employees serving within the affected classifications covered by this Agreement.

10.5.2 The Employer shall re-employ laid-off employees on a strict seniority basis for the classification from which the employee was laid off.

10.5.3 On re-employment of laid-off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer, or, as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

10.5.4 The rights to re-employment conferred by sections 10.5.2 and 10.5.3 shall continue for two years from the date of lay-off and then be terminated.

10.6 Work Unit, as discussed in the following Sections, shall be defined as Animal Management, Visitor

Services, Administration, and Facilities Management, which will be subdivided into Gardener, Maintenance, Custodial and Railroad for the purpose of vacation selection only.

10.7 Vacation selections shall be by classification on the basis of seniority within the Work Unit in which employees are employed:

10.7.1 Each employee will be entitled to exercise his/her seniority for only one (1) vacation selection each year. For purposes of this section "selection" means one or more consecutive days.

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

10.7.2.1 Any employee wishing to submit a bid concerning preferred vacation scheduling shall do so in writing not later than

February 15. Employees on the top third of the seniority list will submit their preferred vacation bid in writing no later than January 25. Employees on the middle third of the seniority list will submit their preferred vacation bid in writing no later than February 5. Employees on the bottom third will submit their bids no later than February 15. Failure to submit a bid on a timely basis means that seniority vacation bidding rights are forfeited for that year.

10.7.2.2 Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved in accordance with 10.7.2.1.

10.7.2.3 In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer in accordance with 10.7.2.1, seniority

shall control subject only to the overall staffing needs of the Zoo operation.

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

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

10.8.1 If the vacancy involved is a new job process or a preferred job within a classification first opportunity shall be given to qualified employees in that classification within the Work Unit where the vacancy occurs.

10.8.2 Whenever a vacancy occurs which creates promotional opportunities within the unit, or transfer to a vacancy, qualified employees within the Work Unit where a promotional opportunity exists shall be given first opportunity to fill such vacancy, and second opportunity to fill promotional opportunity shall be afforded to any qualified employee covered by this Agreement.

10.8.1 An employee filling a promotional opportunity or filling a vacancy shall work the work schedule specified for such job.

- 10.8.2 Promoted employees shall serve a ninety (90) working day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of thirty (30), sixty (60) and eighty-five (85) working days of his/her probationary period.
- 10.8.3 Any employee who is promoted and fails to qualify for the new position shall be returned to his former classification with all rights and conditions of employment he/she had in his/her former classification.
- 10.8.4 Within ninety (90) ~~calendar~~ days of promotion, any employee may elect to return to his/her former classification with no loss of rights and conditions of employment; provided a vacancy exists in the employee's former classification within six (6) months of the promotion.

10.9 All vacancies which create job opportunities within the Bargaining Unit under Article 10 shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made no later than the eighth (8th) working day after the first day of posting.

~~The Employer will make a good faith effort to promote from prior to advertising for outside candidates.~~

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

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

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

10.10.2 If assigned to the classification at the beginning of the employee's shift, he/she shall receive the higher rate for a minimum of four (4) hours, but if more than four (4) hours he/she shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less he/she shall receive a minimum of four (4) hours at the higher rate, and if he/she works more than

four (4) hours he/she shall be paid the higher rate for the balance of the shifts.

10.10.3 When it is necessary to work employees in a lower classification, the Employer shall pay the employee his/her regular rate for his/her regular classification.

10.11 It is hereby recognized the desirability of full-time Zoo employees being trained in all phases of Railroad operations and as such employees are trained, they shall, in the next season, replace those part-time Railroad employees then employed by the Zoo. Such Railroad employees will be replaced on the basis of their seniority within their classification with the Zoo.

11. HOLIDAYS

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

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

shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor. ~~Personal holidays not taken within the year accrued will be forfeited. Personal holiday time must be taken prior to use of any vacation time.~~

11.1.2 A Regular Part-Time employee shall be entitled to receive Personal Holiday pay only upon completion of six (6) consecutive calendar months in which such employee works eighty (80) hours or more per month.

11.2 Whenever one of the above-listed holidays falls on Saturday, the Friday before or the Monday following said holiday shall be considered as a holiday and paid for as such. The Employer shall have the option to schedule employees off for that holiday on either of such days in accordance with operational needs. As to any employee who is not given either the preceding Friday or the following Monday off as a holiday, the preceding Friday shall be deemed the holiday. Notwithstanding the foregoing, those

jobs which operate seven (7) days per week and/or twenty-four (24) hours per day will observe Christmas on December 25, New Year's on January 1, and Independence Day on July 4th.

11.3 Whenever a holiday falls on Sunday, the following Monday shall be deemed a holiday and paid for as such. Whenever a holiday falls on an employee's regularly scheduled day off, the employee may, prior to such holiday, choose the first work day preceding or following such holiday, subject to overall staffing needs of the Zoo operation, and such day shall be considered a holiday and paid for as such.

11.4 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay he/she shall be paid the overtime rate for any holiday he/she is required to work. However, if an employee is regularly scheduled to work on a holiday, he/she will be permitted to defer the holiday with regular pay until a later date.

An employee under this section can accumulate no more than five (5) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the fiscal year it accrues. ~~Deferred holidays not taken within the fiscal year accrued will be forfeited.~~

11.4.1 An eligible employee shall be any employee who has been an employee of the Employer at least ten (10) days prior to the holiday.

11.4.2 No employee shall receive holiday pay if the employee is absent on his/her scheduled work day either immediately preceding or immediately following the holiday, unless he/she was on pay status for the entire such day before and day after, or unless he/she has previously applied to his/her supervisor in writing for permission to be so absent and such

written request has been approved by the Director. However, in emergency situations where an employee is unable to procure prior approval for such absence he/she may submit a written request for holiday pay, stating the reason for his/her absence, to the Director. If the Director considers the reason for the absence excusable, the holiday pay shall be paid. Should the Director either question the validity of the request or consider the reason for the absence insufficient cause for being absent, he/she shall contact the Union, discuss the case with them, and together shall render a decision. The deliberation and decision shall be based upon both the following considerations:

11.4.2.1 Whether the absence would have been granted had prior approval been sought, and, in addition

11.4.2.2 Whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

11.4.3 If a holiday is observed during an employee's vacation period, he/she may have his/her vacation lengthened (either before or after) for one (1) day with pay or he/she may choose a deferred holiday with pay.

11.4.4 If an eligible employee is on sick leave and a holiday is observed, he/she shall be paid for such holiday and it shall not count against his/her accumulated sick leave.

11.4.5 Notwithstanding any other provision of this Article, Regular Part-Time employees shall be eligible for paid

holidays only if working on a regularly
scheduled basis, holiday pay for
eligible Regular Part-Time employees
will be computed on the basis of hours
worked in accordance with Article 11.1.

Regular Part-Time employees who accept
on-call work on holidays will be paid,
at the overtime rate, only for time
worked.

12. VACATIONS

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

12.1 Annual vacation leave for employees shall be computed on the basis of hours worked during each calendar year. The rate that annual vacation leave accrues shall depend on the number of years of total service for the Employer, whether or not total service was broken. If in a calendar year an employee hired before July 1, 1978 will have attained the following number of years of total service, then on the employee's anniversary date, annual vacation leave shall accrue at the following rates. For employees hired after July 1, 1978, their anniversary date for the purpose of accruing annual vacation leave shall be their date of hire.

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Total Years of Service	Accrual Rate per		Maximum Accrual (2x Annual)
	Semi-Monthly Pay Period	Vacation Leave Per Year	
0 through 4	3.333 hours	80 hours	160 hours
5 through 9	5.000 hours	120 hours	240 hours
10 through 14	5.833 hours	140 hours	280 hours
15 through 19	6.666 hours	160 hours	320 hours
20 through 24	7.500 hours	180 hours	360 hours
25 years or more	8.333 hours	200 hours	400 hours

12.2 An employee's vacation is deemed earned at the end of each pay period pursuant to Article 19.

12.3 In computing vacation "years of total service" as used in 12.1 above:

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

12.3.2 Includes absence because of an on-the-job injury up to eighteen (18) months.

12.3.3 For Regular Part-Time employees, total length of service shall constitute the accumulative number of months in which such employee actually worked eighty (80) hours or more. Such employee will accrue vacation leave on the basis of time actually worked each month.

12.4 Employees shall continue to earn vacation credit for:

12.4.1 A period of one year because of an absence caused by an on-the-job injury.

12.4.2 Any authorized leave of absence where an employee continues his/her pay status.

12.4.3 Any authorized personal leaves of absence not to exceed thirty (30) days in a fiscal year.

12.5 Employees shall not accumulate more than two (2) times their annual accrual rate. An employee must not exceed the maximum accrual limit as of January 1 of each calendar year.

12.6 Whenever an employee with more than ninety (90) working days service is layed off or terminated, his/her accrued and unused vacation hours shall be paid in accordance with state law.

12.7 Employees shall be permitted to choose either a split or entire vacation. Employees shall have the right to determine their vacation time on the basis of seniority as provided in Article 10.

13. HEALTH AND WELFARE

13.1 The Employer shall pay into the Oregon Laborers-Employers Trust Fund on behalf of each regular and emergency employment employee who works eighty (80) hours or more per month, the required monthly premium under the Health Maintenance Medical Plan. New employees who work eighty (80) hours or more by the twentieth (20th) day of a month, will be eligible to use their health and welfare one month earlier than is provided in the Oregon Laborers-Employers Health and Welfare

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

13.2 Any eligible employee who does not work the required eighty (80) hours per month during the preceding month shall have

the option to self-pay, by payroll deduction or by direct payment. Payroll deduction shall be contingent upon and operative only in the event an employee works a sufficient number of hours during a subject month to cover the required payment.

Temporary employees are not eligible for health and welfare coverage as provided by this Agreement.

13.2.1 During the term of this Agreement the Employer will pay the following amounts for health insurance coverage provided by the Oregon Laborers Trust Fund pursuant to Article 13.1.

(a) Effective April 1, 1991 to March 31, 1992, the Employer shall pay into the Oregon Laborers-Employers Trust Fund an amount not to exceed 112.5% of the \$308.81 composite rate paid during 1990-91.

(b) Effective April 1, 1992 to March 31, 1993 the Employer shall pay into the Oregon Laborers-Employers Trust Fund an amount not to exceed 122.5% of the \$308.81 composite rate paid during 1990-91.

(c) Effective April 1, 1993 to March 31, 1994, the Employer shall pay into the Oregon Laborers-Employers

Trust Fund an amount not to exceed 132.5% of the \$308.81 composite rate paid during 1990-91.

(d) Effective April 1, 1994 to March 31, 1995, the Employer shall pay into the Oregon Laborers-Employers Trust Fund an amount not to exceed 142.5% of the \$308.81 composite rate paid during 1990-91.

13.3 Effective July 1, 1991, all regular employees, and regular part-time employee who work 20 hours or more per week may enroll in the Metro sponsored health and welfare plan. Metro sponsored health coverage will include medical, dental and vision coverage for the employee and his/her dependents. Metro sponsored Welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 13.5.

13.4 During the term of this Agreement Metro will pay the following amounts for medical, dental and vision coverages:

(a) Effective July 1, 1991, Metro shall contribute an amount not to exceed 112.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

(b) Effective July 1, 1992 Metro shall contribute an amount not to exceed 122.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

(c) Effective July 1, 1993, Metro shall contribute an amount not to exceed 132.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

(d) Effective July 1, 1994 Metro shall contribute an amount not to exceed 142.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

13.5 Life insurance, dependent life, accidental death and dismemberment, and long term disability coverages shall be provided to all employees who enroll in the Metro plan. Such coverages will be provided at no cost to the employee unless adjustments are made by the joint committee, to keep medical,

dental and vision costs below the cap for that coverage, pursuant to Article 13.5 of this Agreement.

13.6 No later than July 1, 1991 or within thirty (30) days from the signing of this agreement, a joint eight (8) member committee comprised of four (4) members appointed by the Union and four (4) members appointed by Metro shall be formed. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverages to stay below the specified Employer contributions for each year of the Agreement. Each employee may contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Executive Officer to keep health care costs under the amounts set forth in Sections 12.2 through 12.4 of this article.

The Executive Officer shall consider the committee's recommendations and have the authority to make Plan modifications

as necessary. In the event that the parties do not agree, the union has the right to utilize the remedies available under ORS 243.712-243.732 including mediation and factfinding.

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

14. SICK LEAVE

14.1 Employees shall earn sick leave at the rate of four (4) hours per biweekly payroll period or 4.333 hours per semimonthly pay period; provided, Regular Part-Time employees shall earn sick leave at the rate of four (4) hours for each eighty (80) hours worked. Qualified employees shall be eligible for use of earned sick leave after ninety (90) calendar days service with the Employer.

The parties agree that in those instances where the provisions of this article are in conflict with current Workers' Compensation law and administrative rules, said laws and administrative rules will prevail.

14.2.1 An employee shall be entitled to use a maximum of four (4) consecutive calendar days sick leave without a doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days sick leave without a doctor's certificate. If an employee is on sick leave prior to his/her regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. Pregnancy shall be considered an illness for the purpose of this Article. Employees may accumulate unlimited sick leave. Employees may use up to five (5) days in any fiscal year for illness in her/her immediate family; (immediate family means spouse, children, father, mother) if supported by a statement from the attending physician. Notwithstanding

the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline and/or may be required to furnish a doctor's certificate for each day of illness.

14.2.2 In addition, employees using sick leave shall notify or cause to be notified, his/her immediate supervisor or his/her designee within one (1) hour of commencement of his/her shift. Sick leave with pay will not be allowed unless such report has been made.

14.3 Upon application, supported by a statement of the attending physician, a leave of absence will be granted without pay for a period not to exceed one (1) year in cases of pregnancy, personal illness or physical disability that is non-job-related. Any employee requesting such a leave shall file such request in writing with the Director and attach thereto a statement of the attending physician. Such leave shall also be granted for critical illness in the immediate family if supported by a statement of the attending physician and by proof that the illness requires the employee's attendance. Employees upon ceasing work, shall use such vacation and sick leave as may have

been earned, except that such vacation time must have been regularly available to him or to her during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the employee ceases work. The leave of absence without pay shall commence immediately, or if used, upon exhaustion of earned sick leave and vacation. After a leave of absence of ninety (90) working days or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, he/she shall be placed on the appropriate layed-off list in accordance with seniority which list shall be subject to the provision of section 10.5.4. Pregnant employees who continue to work after knowledge of their pregnancy shall sign a release of liability in favor of the Employer concerning possible harm to the fetus from animal-related diseases.

14.4 Temporary employees shall accrue no sick leave benefits.

14.5 Sick pay is provided in a specified amount per week as of the execution of this Agreement, as a consequence and as a part of the Health and Welfare coverage provided under Article 13 of this Agreement. It is mutually agreed that there will be no

duplication of sick leave benefits paid by the Oregon Laborers-Employers Trust Fund and sick leave provided under this Agreement. As a consequence, any such leave benefits paid by the Oregon Laborers- Employers Trust Fund shall be credited against any sick leave payments which would otherwise be payable by the Employer under this Article 14 and shall not be payable by the Employer. Any sick leave payments from the Health and Welfare Fund with which the Employer is credited shall (not) be charged against the employee's accumulated sick leave under section 14.1 of this Article 14. Employees eligible for sick pay from the Trust Fund must apply for said pay, and shall not be paid by Metro for amounts which should have been received from the Trust Fund.

14.6 During an absence due to an industrial accident which is accepted by Workers' Compensation, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer for as many days as he/she had accrued sick leave on the day of the accident. The Employer and the Union agree that the daily supplement will be 1/3 of the normal gross daily wages. Both parties agree to the principle that the employee should suffer no financial penalty nor should the employee have a financial advantage by being in a disability status. Medical progress reports and an independent medical

examination may be required as a condition of all such payments.
The cost of an independent medical examination will be paid by
the Employer.

14.6.1 On an employee's date of hire, he/she shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two (2) years from the employee's date of hire and shall be used prior to the supplement outlined in 14.6 above.

14.6.2 Payments made by the Employer under subsections 14.6 and 14.6.1 above shall not be charged to accrued sick leave.

14.6.3 If an employee exhausts all benefits in 14.6 and 14.6.1 above, and remains employed with Employer, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing he/she was eligible for

Employer-paid benefits at the time of the accident.

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

14.6.5 If an injured employee has become medically stable and is physically unable to return to the position he/she held at the time of injury, or the eighteen (18) month period in 14.6.4 has expired, then he/she will be re-employed in accordance with applicable State law.

14.6.6 Employees whose benefits under 14.6 have expired will automatically be placed on an Industrial Accident Leave of Absence. However, an employee who has not returned to work within the eighteen (18) month period in 14.6.4 shall have his/her seniority frozen and

shall accumulate no further seniority until they return to work.

14.6.7 Employees hired as replacements for persons on Industrial Accident Leave, in accordance with 14.6.4, 14.6.5 and 14.6.6, will be informed as to the right of an injured worker to return to his/her job.

14.7 The Employer agrees to convert sick leave pay, upon retirement, to a PERS Supplement, as contemplated by ORS 237.153.

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

14.9 No sick leave pay shall be paid for injuries related to outside employment.

14.10 Employer and Union agree to work together during the period of the Agreement to identify and curb abuse of sick leave and industrial accident benefits.

14.11 An employee using twenty-four (24) hours or less sick leave in a fiscal year, shall be credited with one (1) day of additional vacation or pay (to comply with Letter of Understanding).

14.12 Parental leave as provided under this Article shall be no less than provided for in ORS 659.360.

15. OTHER LEAVES

15.1 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 or son-in-law shall be allowed not to exceed two (2) days time off duty without deduction of pay on account of such absence.

15.2 An additional two (2) days leave shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the Director.

15.3 Under exceptional circumstances, leave for death may be granted by the Director upon the death of a person other than the employee's immediate family.

15.4 When an employee attends a funeral ceremony for a fellow employee within his/her own Department, he/she will be granted four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

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

15.5.1 Personal leaves of absence, where the employee will return to work within ninety (90) working days. Personal leaves of absence shall not be granted for other outside employment.

15.5.2 Job related educational leaves of absence may be granted for a period not to exceed one (1) year.

Educational leave privileges will be rescinded in those instances where an employee is found

to be engaged in other employment not directly related to the pre-approved education program.

The return to work criteria shall be that used in 14.3, except that accrued sick leave may not be used during an educational leave of absence.

16. JURY DUTY

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

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

16.1.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation days, and such day cannot reasonably be rescheduled, he/she may retain the fee paid for service as a juror or witness on his/her day off or vacation day.

16.1.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in his/her workshift, he/she shall notify

his/her supervisor and shall report to work the remainder of his/her shift if his/her supervisor requests him/her to do so. For the purpose of this Article, the employee shall be considered as working the day shift.

17. SAFETY-SANITATION

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

17.2 The Union will encourage their members to work in a safe manner. Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee.

Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint Safety committees will be established to represent the following primary places of employment:

1. Metro Center
2. Metro Washington Park Zoo
3. All Solid Waste facilities under Solid Waste Department and control

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization.

Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area.

17.2.1 Each month each supervisor shall hold a safety meeting with his/her crew. The supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on his/her crew.

17.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.

17.4 No employees shall operate any vehicle or machinery which does not comply with the Safety Codes or the laws of the State of Oregon.

17.4.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical

reasons, the Employer shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

17.5 Any employee who believes that any working condition or machinery is unsafe, shall immediately call it to the attention of the safety committee or his/her supervisor.

17.6 No employee shall be disciplined for refusal to violate the Safety Code or the laws of the State of Oregon.

17.7 Any condition which the Union believes a violation of reasonable sanitation practices may be taken up through the Grievance procedure under Article 26.

17.8 Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

17.9 No employee shall be required to work alone in a situation in which working alone is hazardous. In the

determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the safety committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.

17.10 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer.

18. UNION REPRESENTATIVE

18.1 The Business Representative of the Union shall have access to the Zoo facility, provided he/she does not interfere or cause employees to neglect their work.

18.2 It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The parties also recognize that it is desirable that the person designated as steward shall perform his/her fair share of the work that he/she is qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

18.3 The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Section 26.1.2 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

19. PAY

19.1 Payday shall be either biweekly or semimonthly. Payday shall be within ~~ten calendar~~ days of the close of each pay period. Employees shall be paid prior to the end of their assigned shift.

19.2 The Employer shall account to the employee on his/her paycheck stub for overtime hours, straight time hours, and vacation and sick time earned and accumulated in the same manner such accounting is made to all other Metro employees.

19.3 Work time shall be reflected on time cards provided by the Employer. Employees reporting after the scheduled reporting time shall be paid as of the nearest one-tenth (1/10) of an hour.

20. STRIKES AND LOCKOUTS BARRED

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

21. MAINTENANCE OF STANDARDS

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

21.2 As of the effective date of this Agreement, Personal Holiday accrual (§11.1.1), defined holiday scheduling (§11.4), vacation accrual during leaves (§12.4.3), vacation carryover (§12.5) and sick leave for family illness (§14.2) are to be based upon fiscal rather than calendar years. It is agreed that such conversion from a calendar to a fiscal year basis shall not cause

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any employee to lose or gain any benefit to which the employee would or would not have otherwise been entitled pursuant to the previous calendar year basis for such benefits.

22. WAGE SCALES

22.1 Wages shall be paid in accordance with the provisions of Schedule A attached hereto, as follows:

(a) Effective July 1, 1991, the rates and ranges of all employees shall not be increased, but employees shall receive in lieu of a wage increase, a 6% contribution to PERS pursuant to Article 27.

Effective July 1, 1992, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

Effective July 1, 1993, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

Effective July 1, 1994, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

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

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

22.4 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Employer and available for inspection. It is agreed that if the Employer intends to modify existing job descriptions,

both parties shall meet and discuss such changes prior to such changes taking effect.

23. CLOTHING

23.1 Where the Employer now furnishes, launders and requires specified working clothing for employees in its various operations, such practice will continue. Employees shall be required to wear such clothing. The Employer may expand this policy to any of its operations covered by this Agreement.

23.2 The Employer will furnish raincoats and rainpants in those cases where the nature of the work requires employees to work out-of-doors in inclement weather.

23.3 Any employee with ninety (90) working days of service or more, working in a position where the Employer requires safety shoes, shall be reimbursed upon proof of purchase, up to \$75.00 annually and may accumulate two (2) years annual allowance for the purchase of safety shoes. Purchase of safety shoes shall be on the employee's time. Such safety shoes must be worn when on duty. Proof of purchase shall be on authorization forms issued by the Employer.

24. UNION BULLETIN BOARDS

The Employer shall furnish bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

25. DISCIPLINE AND DISCHARGE

25.1 Disciplinary actions shall include only the following: oral reprimand, written reprimand, demotion, suspension or discharge in writing.

25.1.1 Disciplinary action or measures may be imposed only for just cause. Disciplinary actions imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

25.2 The Employer shall not discharge any non-probationary employee without just cause. If, in any case, the Employer feels

there is just cause for such discharge, the employee involved will be suspended for five (5) working days without pay or accrual of benefits. The employee and his/her Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the reason in detail for the suspension and discharge specifying dates, locations, and the particular nature of the reason for the suspension and discharge.

25.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 26.1.2 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

25.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by an arbitrator under the grievance procedure hereinafter set forth.

25.3 The first ninety (90) working days of an employee's employment shall constitute a probationary period. During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.

25.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.

25.5 Upon request of an employee records of reprimands shall be removed from an employee's personnel file after one (1) year, provided, however, that the employee has taken corrective action, and has received no other disciplinary actions.

26. GRIEVANCES, COMPLAINTS AND ARBITRATION

26.1 A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Grievances shall be processed in the following manner:

26.1.1 Any employee with a grievance shall refer the matter orally within 7 calendar days or in writing within 14 calendar days of the date upon which the alleged grievance occurred. The employee may be accompanied by a Union representative in any discussion following such reference to the supervisor. The Union may take up any grievance with or without the consent of the employee.

26.1.2 If the matter is not settled within ten (10) calendar days of reference to the supervisor, the matter may be referred to the Director, provided that such reference shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested, and shall be presented to the Director or his/her designated representative within fifteen (15) calendar days of the expiration of the ten (10) calendar day period for settlement with the supervisor. The Director, or his/her designate, and such assistants as

he/she may select shall meet promptly to attempt to settle such grievance with the grievance committee of the Union.

26.1.3 Should the grievance committee and the Director fail to effect a settlement of the dispute within ten (10) calendar days of its submission to the Director, the Union shall have the right to perfect and submit the grievance in writing to the Executive Officer, provided that such submission shall be within twenty (20) calendar days from the date of submission to the Director.

26.1.4 Should the parties fail to settle the dispute with the Executive Officer within fifteen (15) calendar days from the date of submission to him/her, it may be referred in writing within ten (10) calendar days thereafter to a Board of Adjustment, or mediation upon mutual agreement of parties which shall convene to hear the matter. The Board of Adjustment shall consist of two (2) members designated by the Executive Officer and two (2) members

designated by the union involved. Members of the Board of Adjustment designated by the Executive Officer and the Union shall not be from the Department or local union involved. The Board of Adjustment shall convene within ~~twenty (20) calendar days~~ following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the Department involved, or the Executive Officer. The Board of Adjustment shall decide the issue by majority vote of its members within ~~five (5) calendar days~~ following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

26.1.5 If the grievance remains unresolved by reason of a Board of Adjustment deadlock, the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Executive Officer of its decision in writing within twenty-one (21) calendar days from the date ~~of the decision of the Board of Adjustment.~~ After the grievance has been so submitted, the parties or their

representatives shall jointly request the State Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select or, if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

26.2 The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. His/her decision shall be within the scope and terms of this Agreement and shall be given in writing forty-five (45) days after the hearing.

However, nothing in this section prohibits the parties from attempting to resolve the grievance through mediation.

26.3 The Employer and the Union shall divide equally and pay the arbitrator's fee, the cost of any hearing room and cost

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of reporting if requested by the arbitrator. All other expenses shall be borne by the party incurring them.

27. RETIREMENT

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

27.2 Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6%) percent of the employee's base salary, in addition to required employer contributions.

27.3 Employer may alter or amend the plan or plans provided in paragraph 27.1, change the insurance carrier or funding agent or consolidate, adopt and execute a substitute plan or plans provided that the total employer contribution to such plan or plans shall not be less than eleven (11) percent of earned wages and that current vesting practices shall not change in any way which would result in a decrease in retirement

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benefits to any given employee. Employer and Union will meet and confer prior to any such action by Employer.

28. SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

29. TERMINATION - RE-OPENING

29.1 This Agreement shall be in full force and effect from July 1, 1991, until June 30, 1995, and it shall cease and expire on that date.

29.2 The Union will notify the Employer, not later than January 15, 1995, that it intends to reopen this Agreement for the purpose of negotiating all or part of this Agreement.

29.3 If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

LABORERS INTERNATIONAL UNION
LOCAL NO. 483

METROPOLITAN SERVICE DISTRICT

By: _____
W.R. Gustafson

By: _____
Rena Cusma

Date: _____

Date: _____