

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE 2004-) RESOLUTION NO. 04-3515
2007 COLLECTIVE BARGAINING)
AGREEMENT BETWEEN AFSCME LOCAL)
3580 AND METRO.) Introduced by Michael Jordan, Chief
Operating Officer, in concurrence with
Council President Bragdon

WHEREAS, Metro's designated representatives for labor relations have negotiated in good faith with AFSCME Local 3580; and

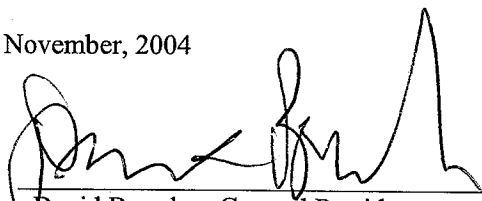
WHEREAS, Metro's designated representatives for labor relations and the Union's designated bargaining representatives have reached a signed tentative agreement for a three year collective bargaining agreement; and

WHEREAS, the Union membership has duly ratified the tentative agreement; and

WHEREAS, Metro's designated representatives recommend and support ratification by the Council; now therefore


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

ADOPTED by the Metro Council this 18th day of November, 2004



David Bragdon, Council President

Approved as to Form:



Daniel B. Cooper, Metro Attorney



Collective Bargaining Contract

Metro and the
American Federation
of State, County and
Municipal Employees
Local 3580

November, 1, 2004 – June 30, 2007



METRO
People Places
Opens Spaces

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Produced by union members and
copied in a union copy center.

Article 1: Preamble

THIS AGREEMENT is entered into by Metro, (Employer) and the ~~Oregon Public Employees Council No. 75, Local 3580 of the~~ American Federation of State, County and Municipal Employees, Local 3580, 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 Metro region.

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 (23). In the event of a dispute between the parties regarding the confidential or supervisory status of any employee, the parties shall meet and discuss the matter at a mutually agreeable time and place. In the event that the parties are unable to agree on the employee's status, either party may petition the Employment Relations Board of the State of Oregon to resolve the matter.

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, or any 12-month period thereafter. 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 carryout 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 layoff 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.

To complete performance evaluations of employees as required.

To classify, reclassify or merge positions as required.

Article 4: Union Security

Section 4.1 Membership. Membership or non-membership in the Union shall be guaranteed as an 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 (18) 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 3580, 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 as provided by ORS 243.666, is hereby guaranteed. Such employee shall pay the fairshare amount described hereinabove to a nonreligious 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-hold 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 highesta court of competent having jurisdiction or by enacted law 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. Provided, however, that this Section shall not govern the payment of overtime, which shall be strictly governed by Article 7.

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 9:59 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 after 9:59 a.m. and ends after 6:00 p.m. Employees scheduled on the third shift shall receive a shift premium of ~~sixty (60) cents~~ ninety-five (95) cents per hour July 1, ~~1999~~2004; and ~~eighty (80) one (1) cents-dollar~~ per hour July 1, 2005; and, ~~ninety-five (90) cents~~ ninety-five (95) cents per hour July 1, ~~2001~~2006, in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.7 The third or graveyard shift for pay purposes shall be defined as any shift which begins after 6:59 p.m. or prior to 6:00 a.m. Employees scheduled on the third shift shall receive shift premium of ~~sixty-five (65) cents~~ one (1) dollar cents per hour July 1, ~~1999~~2004; and ~~eighty-five (85) cents~~ one (1) and five (5) cents per hour July 1, ~~2000~~2005; and, ~~ninety-five (95) cents~~ one (1) dollar and ten (10) (95) cents per hour July 1, ~~2001~~2006, in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.8 Relief shifts shall be deemed as:

5.8.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts. This definition means a workweek consisting of any combination of two (2) or more shifts in which the employee works not less than one nor more than three day shifts and any other shift or shifts.

5.8.2 Employees assigned to relief shifts shall be paid ~~seventy-five (75) cents~~ one (1) dollar per hour July 1, ~~1999~~2004; and ~~ninety-five (95) cents~~ one (1) dollar and five (5) cents per hour July 1, ~~2000~~2005; and, one (1) dollar and five-ten (1.05 10) cents per hour July 1, ~~2001~~2006; premium for all hours worked.

5.8.3 Employees working relief shifts shall not receive the 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.

Section 5.10 REM employees who work weekends shall be paid a differential of ~~sixty-five (65) cents~~ one (1) dollar per hour July 1, ~~1999~~2004; and ~~eighty-five (85) cents~~ one (1) dollar and five (5) cents per hour July 1, ~~2000~~2005; and ~~ninety-five (95) cents~~ one (1) dollar and ten (10) cents per hour July 1, ~~2001~~2006, for all hours worked between the hours of 12:00 a.m. Saturday to 11:59 p.m. Sunday.

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. The "workweek" for purposes of calculating overtime for non-exempt employees is defined as seven (7) consecutive calendar days beginning at 12:01 a.m. on Sunday, and ending on the following Saturday at 12:00 midnight, provided, however, that Metro may establish other, alternative workweeks for individual employees or classes of employees, consistent with the requirements of the FLSA, by so notifying the employees in writing. The "workday" for purposes of calculating overtime for non-exempt employees is defined as the 24-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Overtime shall be paid whenever required by this subsection or the FLSA.

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. Metro may, at its sole discretion, allow exempt employees "bonus time" off as determined appropriate by the Executive Officer or his/her designee(s). The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered as the exercise of a Management Right allowed by Article 3 of this Agreement.

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:

- New Years Day;
- 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 All part-time employees will receive holiday pay pro-rated based on average hours worked per work day during the preceding two pay periods.

Section 8.3 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 8.4 Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 8.5 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 deferred holidays.

Article 9: Vacation

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

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
Date of hire through completion of 3 yrs	.0385 hours	80 hours
4 years through completion of 7 yrs.	.0577 hours	120 hours
8 years through completion of 11 yrs.	.0770 hours	160 hours
12 years plus	.0862 hours	180 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 seventy-five (275) 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 275 hours maximum. If denial of a vacation request prevents an employee from avoiding the 275 hour maximum, the employee shall be paid at regular rate for those hours accrued over 275 hours. Metro paycheck stubs shall contain language advising employees of the 275 hour maximum. This article is subject to the provision that Metro shall have the option to "buy back" any vacation hours over 250 that an employee has accrued at the end of each fiscal year, at the employee's regular straight time rate.

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 regular 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 working one (1) day of service with Metro.

Section 10.2 Employees are eligible to use sick leave only 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.
- (4) As otherwise required by law.

Section 10.3 Employees unable to report to work shall report the reason for absence to their supervisor within (1/2) hour after the scheduled beginning of their shift. At locations where multiple shifts are worked, employees unable to report to work due to illness shall report the reason for the absence to their supervisor one hour prior to the scheduled beginning of their shift. ~~An employee shall be entitled to use a maximum of four (4) consecutive days sick leave without a doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, sick leave beyond three (3) days (or beyond four (4) days, in the case of an employee who has accumulated over 400 hours of sick leave) must be supported by a physician's statement. Sick leave with pay shall not be allowed unless the employee has reported the reason for his/her absence and/or submitted any required physician's statement as required herein.~~

Section 10.4 Metro and the Union agree that no employee should receive full net 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 net take-home 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.

Section 10.6 Notwithstanding the foregoing, employees who misuse sick leave may be subject to discipline pursuant to Article 17 Discipline and Discharge. ~~and/or may be required to furnish a doctor's certificate for each day of illness. Management will consider the following factors in determining if an employee is misusing sick leave: (a) fraudulent or improper use of sick leave, (b) failure to follow required notification procedures, (c) exhaustion of all accrued sick leave, and (d) use of five (5) days of sick leave in any six (6) month period, provided, however, that this sub-section (d) shall not apply to (i) employees who have accumulated more than four hundred (400) hours of sick leave or (ii) employees who have gone over the five (5) day threshold as a result of a single incident supported by a doctor's certificate. Metro shall not conclude that any employee has misused sick leave without first notifying the employee that he/she appears to be misusing sick leave, and giving the employee an opportunity to respond. The Human Resources Director must concur with any actions taken pursuant to this section.~~

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- a) exhaustion of all accrued sick leave;
- b) use of 5 days of sick leave, paid or unpaid in the preceding six (6) months;

Subsections (a) and (b) of 10.6 do not apply to employees who have accumulated more than four-hundred (400) hours of sick leave.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be included as information leading to the determination that an employee is a high sick leave user.

An employee's absences that are covered by FMLA/OFLA, Workers' Compensation, or the American's with Disabilities Act shall not be included as information leading to the determination that an employee is a high sick leave user.

Metro shall not conclude that any employee has misused sick leave without first notifying the employee in writing that he/she appears to be misusing sick leave, and giving the employee an opportunity to respond.

Section 10.7 Regular full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave at the end of the fiscal year period. Regular part-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue four (4) additional hours of vacation leave in exchange for four (4) hours of sick leave at the end of the fiscal year period.

Article 11: Other Leaves

Section 11.1 Bereavement Leave. An employee absent from duty by reason of the death of his or her spouse, domestic partner, 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. ~~Eligibility for bereavement leave is extended to domestic partners.~~

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 Military Leave. Employees shall be granted 15 days military leave with pay as required by law. Any remaining leave shall be without pay, as required by law.

Section 11.3 Jury Duty/Court Appearances. Employees shall be granted a paid leave of absence for time off for jury service, or as a result of service upon the employee of a lawful subpoena requiring his/her appearance in a court of law. Any jury or witness fees or mileage will be endorsed over to Metro. In the event that an employee is excused from jury duty prior to the end of his/her daily work shift, the employee shall promptly return to work.

Section 11.4 ~~Disability Leave.~~ Employer agrees to abide by the Americans with Disabilities Act, the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees shall be allowed to use accrued leave balances (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leaves.

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 of 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 Human Resources office.~~
- (4) ~~Any leave granted under this Section shall constitute and run concurrently with any leave allowed under the Family Medical Leave law.~~

Section 11.5 Family and Medical Leaves shall be governed in accordance with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Employees shall be allowed to use accrued leave balances (sick leave, compensatory time, personal holiday, and vacation) for FMLA and OFLA leaves.

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 leaves~~ without being penalized for taking leave.
- (2) An employee returning from ~~parental leaves~~ 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 659.484~~ as provided by FMLA, OFLA.

~~All regular employees who have completed ninety (90) calendar days of employment are eligible to request the leave.~~

~~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 Human Resources Department 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.~~

~~(63) Employees who return from parental FMLA/OFLA leaves (including 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 11.6 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 Human Resources 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.

~~Section 11.7 Family Medical Leave. Metro shall provide Family Medical Leave as required by law. Metro may implement any rules that it deems necessary or desirable to govern requests for Family Medical Leave, provided that such rules comply with the applicable law concerning Family Medical Leave.~~

Article 12: Health and Welfare

Section 12.1 The Union is entitled to selected one voting member to serve on the Joint Labor-Management Committee on Health Care. ~~No later than February 1, 2000, 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.

In years 2 and 3 of this Agreement, the Union may, at its discretion, choose to apply a portion of the agreed-upon cost-of-living adjustment intended for salaries to offset increases in the medical, dental and vision plan. Any decision the Union makes must apply to all bargaining unit members and must be communicated in writing to the Human Resources Director no later than ~~May 15, 2000, and May 15, 2001.~~ May 1, 2005 and May 1, 2006. ~~This option may be discussed during the committee's meetings.~~

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 Human Resource Director and Chief Operating~~ Officer to keep health care costs under the amounts set forth in Section 12.2.

The ~~Executive Chief Operating~~ Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the parties shall mediate such issues.

Section 12.2 Effective July 1, ~~2002~~2004, Metro shall contribute an amount not to exceed ~~\$535.00~~629.50 per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, ~~2003~~2005, Metro shall contribute an amount not to exceed ~~\$562.00~~692.50 per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2006, Metro shall contribute an amount not to exceed \$727.12 per employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

Effective for the 2005-06 health insurance year, the parties agree to reopen under the PECBA interim bargaining process if:

Kaiser Health and Dental premium realizes a greater than 13% increase over the 2004-05 composite cap of \$629.50 (i.e. if the Kaiser composite premium exceed \$711.33).

Or, if out-of-pocket costs for ODS Health and Dental are 13% greater than the 2004-05 costs of \$156 (i.e. if out-of-pocket costs are greater than \$176.28 per month/per employee).

[Note: If a tentative agreement is not reached by July 1, 2004 the employer is not offering to reimburse out-of-pocket health insurance costs.]

Section 12.3 The Committee established pursuant to Section 12.1, by its actions in year 2 of this Agreement, can demonstrate cost savings compared to what was budgeted for year 2, such cost savings shall be applied to any year 3 cost increases above the cap set forth in Section 12.2.

Section 12.4 Life Insurance and Additional Dependent 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.

Section 12.5 Metro agrees to involve the Union in discussions with the agent of record related to rate increases and plan options and provide copies of all information received from the agent of record regarding ways to avoid increased costs. The vehicle for sharing this information will be the committee the parties agreed to in Section 12.1.

~~Section 12.6 As of July 1, 2000, the Kaiser HMO co-pays will increase from two dollars (\$2.00) per visit and one dollar (\$1.00) per prescription to five dollars (\$5.00) per visit and five dollars (\$5.00) per prescription.~~

Section 12.7 As of July 1, 1999, non-prorated insurance benefits will be available to employees who work thirty-two (32) hours a week or more. Prorated insurance will be based on hours paid using forty (40) hours as the denominator.

Section 12.8 All employees (.5 - 1.0 FTE) who have worked for the Agency prior to July 1, 1999, are eligible for full health and welfare benefits.

Article 13: Retirement Benefits

Section 13.1 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 and by applicable court decisions. The extent of PERS membership shall include prior eligibility service, but shall not include prior benefit service or the unused sick leave option.

Section 13.2 ~~The 5.5% salary increase referred to in Appendix G to the 1995-1996 contract is hereby rolled back pursuant to paragraph 3 of that Appendix.~~ 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 the required employer contributions.

Section 13.3 In the event ~~that the decision of the Oregon Supreme Court in Case No. SC S42333 that PERS~~ is revised ~~or reversed~~ by ~~further~~ court action, legislation, or constitutional amendment, this Article shall be reopened for bargaining upon the written request of either party, pursuant to the laws and rules covering interim bargaining.

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 step one 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 step one or advancing employees to higher levels of the salary range. Employees hired above step one 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. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the promoted employee. This means that an employee promoted from one range to another would not be placed on the next step in the new 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 the 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 Effective ~~July 1, 2002~~September 7, 2004, provided that the Tentative Agreement reached that date is ultimately ratified by both parties, employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A (attached). ~~This amounts to a 2.3% increase in wage rates. On October 1, 2004, Metro agrees to increase the salary schedule between 1.8% (highest pay range – highest step) and 2.7% increase (lowest pay range – lowest step).~~ (See attached).

Employer shall make a \$337.50 contribution to each member's medical savings account or on January 1, 2005; or cash payment of \$337.50 on December 1, 2004; or a payment of \$337.50 to a member's 401(k) or Oregon Savings Growth Plan.

Effective July 1, ~~2003~~2005, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule would be used for determining the schedule adjustment with a minimum of ~~2.1.5%~~ and a maximum of ~~4%~~3.5%.

Effective July 1, 2006, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule would be used for determining the schedule adjustment with a minimum of 1.5% and a maximum of 3.5%.

Section 15.2 Employees shall move to the next highest step in the salary range on the employee's anniversary date annually during the life of this Agreement.

Section 15.3 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.

Article 16: Seniority

Section 16.1 Seniority shall be computed from date of hire or promotion into the classification. Seniority shall be applied for layoff, shift bidding and elsewhere as specified in this Agreement. In cases in which an employee in a represented class applies for, accepts, and serves time in another represented class, and then voluntarily returns to the originally held class, seniority for the purposes of shift bidding shall be calculated as the total time from the original appointment to the date of the shift bid, less the time served in the second class.

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. The parties hereby agree that the shift bidding process specified in this Section 16.2 will be implemented in the following manner:

Formal shift bids will be held every six months, at which time employees will submit, in writing, their shift preferences. The shifts will then be assigned based on the written seniority preference.

During the interim six-month period between the formal shift bids described in paragraph 1, above, supervisors will post openings for seven (7) calendar days. The senior employee submitting a written bid will be awarded the position. The bidding employee's position will then be posted and bid in a similar fashion. Any open position after that will be filled at the Employer's discretion.

The issue of bidding shifts more frequently in Regional Environmental Management (REM) shall be referred to the REM Labor/Management Committee.

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 layoff. Metro shall publish and distribute semi-annually and thirty (30) days prior to any layoff a seniority list for all employees.

Section 16.4 Layoff 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 layoff shall be laid off prior to any layoff 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 layoff. Employees given notice of layoff 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, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks.
- b. Apply for appointment to a vacant Metro position at the same or lower salary range for which the employee meets the minimum qualifications. The best qualified employee given notice of layoff shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications, provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks.
- c. Accept layoff.
- d. Disputes concerning layoffs shall be handled through the grievance procedure, beginning at step 3.

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 representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.

Section 17.3 Any employee discharged may appeal such action in writing within fifteen (15) calendar days directly to the Director of Human Resources step of the grievance procedure, provided that all other requirements of Article 19 shall apply. 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. (See Article 36.)

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 Regional Center
2. Oregon Zoo
3. All facilities under Regional Environmental Management Department 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. 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 purpose 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 written 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 failure of the grievance to be resolved at this level, shall permit the employee or Union to 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. The employee and the Union may present the grievance in a meeting with the Director of the employee's particular Department. The Director may respond within ten (10) working days of receipt of the written grievance.

Section 19.5 Any grievance not resolved at the Director's level, or failure of the Director to respond, will allow the Union to escalate the grievance within five (5) working days of the deadline for the Director's response. 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 19.6 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 19.7 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-Chief Operating~~ 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-Chief Operating~~ 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: Past Practice

Section 21.1 The parties recognize Metro's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 21.2 Metro may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 21.3 Metro agrees to bargain over any proposed changes in "Working conditions" considered mandatory subjects of bargaining, unless the subject was submitted as a written proposal during negotiations for this Agreement, in which case it cannot be opened by either party.

Section 21.4 Demand to Bargain. If the Director of Human Resources believes that the subject change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the Director of Human Resources believes that the subject change is a permissive or prohibited subject of bargaining, the Director of Human Resources shall inform the Union that Metro refuses to bargain the subject change within fifteen (15) calendar days of the Director of Human Resources' receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The arbitrator shall have authority to set aside changes which are arbitrary and capricious. The notice must be received by the Director of Human Resources within fifteen (15) days immediately following the last date the parties met to negotiate the change. Nothing herein is intended to prevent the parties from agreeing, on a case-by-case basis, to resolve matters covered by this Article through a collaborative interest-based process.

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 Human Resources 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, provided that the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the 2-year period specified above. 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.

Section 22.4 A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in 22.3. Such a written record will consist only of the date of the reprimand and a brief one-two sentence statement of the reason for the reprimand.

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 posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting. Each bulletin board will have a sign designating a specific AFSCME posting area.

Union bulletin boards will be placed as follows:

Metro Regional Center:

Employee Lounge/Lunchroom	4th floor
Transportation Planning Department	3rd floor west wall across from the coffee area - east wing
Regional Environmental Management <u>Solid Waste and Recycling</u> Department	2nd floor west wall across from the coffee area - east wing
Administrative Services Department	2nd floor coffee/copy room - north wall - west wing
Regional Parks and Greenspaces Department	1st floor hallway
Gatehouse <u>Scalehouses</u>	Each site
<u>Hazardous Waste Facilities</u>	<u>Each site</u>
Zoo	Administration Office area <u>Administrative Office</u> <u>Building and Cascade Crest</u> <u>Staff Area</u>

~~Each bulletin board will have a sign designating a specific AFSCME posting area. Members must confine their posting to these areas.~~

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 steward's or employee's 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: Child Care

Section 26.1 Metro shall establish under the terms of Section 129 of the IRS Code, as a pre-tax benefit, a voluntary deduction by the employee to a flexible spending account for childcare.

Article 27: Employee Assistance Program (EAP)

Metro shall provide at no cost to the employee an employee assistance program, subject to approval of funding by the Metro Council.

Article 28: Inclement Weather

Section 28.1 Upon determination of the Executive Officer or the Executive Officer's designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close any Metro site to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

Article 29: Recoupment of Wage and Benefit Overpayments & Underpayments

Section 29.1 Overpayments.

(1) In the event that an employee receives wages or benefits from Metro to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, Metro shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

(A) Metro may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

(B) Where this process is utilized, the employee and Metro shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

(C) If there is no mutual agreement at the end of the thirty (30) calendar day period, Metro shall implement the repayment schedule stated in subsection (D) below.

(D) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

(2) An employee who disagrees with Metro's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(3) This Article does not waive Metro's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 29.2 Underpayments.

(1) In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, Metro shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. Metro shall correct any such underpayment made within a maximum period of two years before the notification.

- (2) This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification payor reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

Article 30: Contracting Out

In the event that a Metro decision to contract out work normally performed by bargaining unit members would result in a reduction of hours for, or the layoff of bargaining unit members, Metro shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

Article 31: Education and Training

Section 31.1 Metro and AFSCME Local 3580 share a desire to retain a skilled workforce. To the extent possible, Metro will make available to regular employees, including support and technical staff, current information about available training opportunities.

Section 31.2 Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by Metro, she/he shall be notified in writing and shall be paid for the time as time worked. When a regular status employee requests job related training/education, the request shall be made in writing to his/her Department Director. Department Directors have the discretion to approve or deny the request. Department Directors may agree to provide financial assistance and/or paid leave to employees who request to participate in job-related training/educational programs. Department Directors may deny requests based on, but not limited to, operating requirements, priorities or budget limitations.

Section 31.3 Metro may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job.

Article 32: Job Sharing

Section 32.1 "Job Sharing Position" means a full-time position that may be held by more than one individual on a shared-time basis where each of the individuals holding the position works less than full time.

Section 32.2 Job sharing is voluntary. An employee who wishes to participate in job sharing shall submit a written request to his/her supervisor and the Human Resources Director. The Human Resources Director shall register the requesting employee by name, department, classification and date of request. When a hiring manager requests to fill a vacant position by "job share," the internal recruitment will include that the position is a job share opportunity.

Section 32.3 Job sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a prorated share of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees. Job share employees shall be entitled to share the employer-paid insurance for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee.

Section 32.4 If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from Metro employment, the hiring supervisor has the right to determine if job sharing is still appropriate for the position. If it is determined that job sharing is not appropriate or Metro is unable to recruit qualified employees for the job share position, Metro shall have the right to terminate the job sharing arrangement. In such event, the remaining job share partner shall have the following options: (1) assume the position on a full-time basis; (2) request a lateral transfer to a vacant part-time position for which he/she is qualified; or (3) voluntarily demote to a vacant part-time position for which he/she is qualified.

Article 33: Flex Time

Section 33.1 "Flex Time" is defined as an alternate work schedule for regular full-time employees which accommodates Metro's operating requirements. Flex time begins no earlier than 7:00 a.m. and ends no later than 6:00 p.m. Exceptions shall be mutually agreed to in writing between the supervisor and the employee(s). Flex time will not impair Metro's need to meet operating requirements through assigned overtime or other similar scheduling. Flex time may be canceled with seven (7) days notice to the employee(s).

Section 33.2 An employee or a group of employees in the same work unit desiring a flexible work schedule or a change in work schedule may request such a change in writing from his/her/their supervisor. The request shall include benefits to Metro of the requested schedule. If the supervisor approves the flexible work schedule, the employee(s) waives all rights to reporting pay, overtime compensation or other forms of penalty pay during the transition from one schedule to another to the maximum extent permitted by the FLSA.

Article 34: CDL Policy

Section 34.1 In the event that any AFSCME-represented employees are assigned duties which require a Commercial Drivers License (CDL), those employees shall be subject to the CDL Drug and Alcohol ~~Policy Policies currently required by the Federal Department of Transportation applicable to Metro's employees who are represented by the Laborers International Union Local 483.~~

Article 35: Smoke-Free Building

The parties hereby agree that the Metro Regional Center building is a smoke free area in which smoking is not permitted.

Article 36: Clothing Allowances

A. REMSolid Waste & Recycling (SW&R)

~~It is agreed by the Union and Metro that for~~ For Scalehouse Clerks, Hazardous Waste Technicians, and ~~Hazardous Waste Specialists,~~ Landfill and Environmental Specialist and Technicians, REM Facilities Maintenance Technicians, Metro will, in each year of the Contract, provide the following uniform:

Five (5) pairs of pants/Shorts (\$125.00 Per Year)

Five (5) shirts

Two (2) sweaters

One (1) belt

One (1) pair of shoes (\$75 per year)

One (1) pair per year of shoes for Hazardous Waste Technicians and Specialist, Landfill Technicians and Specialist (up to \$125).

One (1) winter jacket (\$45 per year, with option to combine up to two years).

The five shirts may be selected from three styles: short-sleeve, long-sleeve pleated front and long-sleeve plain front at the employee's option. Metro will determine the style and color of the uniform; any changes to the style and color of the uniform and reasonable rules concerning the maintenance and wearing of the uniform shall be made at the discretion and direction of the site supervisor. Changes in the uniform rules will be posted with due notice. Metro retains the right to alter, amend or discontinue this practice of providing uniforms at its sole discretion.

Normal wear and tear is expected and any uniforms that are damaged or suffer unusual wear due to the performance of on-the-job duties will, at the discretion and direction of the site supervisor, be replaced by Metro. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time. Each employee who receives a uniform will be granted ~~\$45~~ \$17 (\$17.50 on July 1, 2005 and \$18 on July 1, 2006) per month to clean and care for the uniform to be paid to each employee once per month.

Employees who have special needs may at their option select different fabric types or sizes to accommodate these needs. If the cost of the special uniforms is higher than the uniform provided by Metro, the employee will pay the difference.

Employees shall promptly deliver all Metro uniform items issued to them in the preceding 12-month period upon termination. Failure to return any uniform items shall result in the replacement cost being assessed against the employee.

B. Zoo Security

~~It is agreed by the Union and Metro that for~~ For Security Officers, Metro will provide the following items and replace them as stated below. These items will constitute the uniform to be worn while on duty.

~~TO BE REPLACED BY METRO EVERY TWELVE (12) MONTHS:~~ To be replaced by Metro every twelve (12) months.

Four (4) pairs of trousers (employee's choice of winter or summer weight)

One-two (1-2) pairs of black shoes (\$70.00 allowance per year)

~~TO BE REPLACED BY METRO EVERY TWENTY-FOUR (24) MONTHS:~~ To be replaced by Metro every twenty-four (24) months.

~~One (1) winter jacket~~

One (1) summer windbreaker jacket

Six (6) shirts (employee's choice of long or short sleeve)

One (1) winter cap (washable and rainproof)

Replaced as needed due to wear and tear: Winter Jacket

The items listed above will be of such quality as to remain serviceable for the applicable twelve- ~~(12)~~ or twenty-four ~~-(24)~~ month period, under normal conditions. Items damaged in the line of duty will be repaired or replaced by Metro. There will be an annual dry-cleaning allowance of ~~\$15.00~~ \$17.00 (\$17.50 on July 1, 2005) to clean the winter jacket. There will be a monthly allowance of ~~\$15.00~~ \$17.00 (\$17.50 on July 1, 2005 and \$18 on July 1, 2006) for laundering and maintenance of the other uniform pieces. Both uniform allowances will be paid to each security officer by Metro. It will be the responsibility of each security officer to care for the equipment, to keep uniforms neat, clean, relatively wrinkle-free, and maintain good personal hygiene; all in keeping with the portrayal of a positive Oregon Zoo representative. Security Officers will be responsible for purchasing the shoes and Metro will reimburse them after being presented with receipt of purchase. Security Officers may combine two year's worth of the ~~\$70.00~~ \$75.00 per year shoe allowance in order to purchase a shoe of better quality.

The following uniform equipment will be provided to each security officer by Metro and, with average wear and tear, be replaced by Metro as needed.

One (1) officer notebook and case

One (1) nylon duty belt

One (1) badge

One (1) nameplate

One (1) mini-maglite flashlight and holster

One (1) glove pac (for minor first aid)

One (1) CPR mask

One (1) security office access key
Ten (10) shoulder patches
One (1) flashlight holder
One (1) key ring holder with protector

- C. For both REMSW&R and Zoo employees, ~~the \$15 monthly allowance for laundering and maintenance shall be increased on July 1, 1997, and July 1, 1998 by 100% of the National CPI-W (1982-84 = 100), measured from March to March of the preceding year.~~ Metro will provide a monthly allowance of \$17.00 for laundering and maintenance upon ratification of the agreement. Metro will provide a monthly allowance of \$17.50 beginning on July 1, 2005 and \$18 beginning on July 1, 2006.

Article 37: Joint Labor Management Committee

To improve communications and further each party's commitment to solving problems and improve relations (including but not limited to employee/management relations), the parties agree to create, a joint labor/management committee within Metro, as further agreed between the parties.

The committee will consist of three (3) employee members appointed by the Union and three (3) members of management. Employees appointed by the Union will be in pay status during the time spent in committee meetings. Time spent in committee meetings shall neither be charged to leave credits nor considered as overtime worked. The committee shall meet as mutually agreed.

The committee may use the interest-based problem solving method to reach consensus. The parties will share the costs of training of the committee members in interest-based problem solving.

Other labor/management committees may be mutually created as required by this agreement, or as deemed necessary by the parties (e.g. JLMC on Health and Welfare insurance).

It is understood by the parties that the committee shall be on a "meet and confer" basis only and shall not have the authority to negotiate amendments to this Agreement or other mandatory or permissive subjects of bargaining. Matters which may require a letter of agreement shall not be implemented until such Letter of Agreement has been signed by the Labor Relations Manager and the AFSCME Council Representative.

Matters which should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. Disciplinary actions shall not be discussed by committees.

Article ~~37~~38: Term of Agreement

This Agreement shall remain in full force and effect from July 1, ~~2002~~2004, to June 30, ~~2004~~2007. 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.

Signature Page

METRO NEGOTIATING TEAM:

By _____
Michael Jordan
Chief Operating Officer

By _____
Ruth Scott
Human Resource Director

By _____
Kevin B. Dull
Labor & Employee Relations
Manager

By _____
Lee Barrett
Solid Waste & Recycling
Representative

By _____
Nancy Chase
Parks & Greenspaces
Representative

By _____
Carmen Hannold
The Oregon Zoo Representative

By _____
Jenny Kirk
Planning Representative

By _____
Brad Stevens
Finance & Administrative
Services Representative

**AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES LOCAL NO. 3580**

AFSCME NEGOTIATING TEAM:

By _____
Issa Simpson
Council Representative

By _____
Cathy Thomas
President

By _____
Avory Gray

By _____
Denise Hays

By _____
Debbie Humphreys

By _____
David Horowitz

Date _____

APPENDIX A: LETTER OF AGREEMENT REGARDING TELECOMMUNTING

The parties agree to the terms of Executive Order No. 52 regarding telecommuting, a copy of which is attached.

METRO NEGOTIATING TEAM:

By: Judy Gregory
Judy Gregory
Date: 8-15-96

By: Mark B. Williams
Mark B. Williams
Date: 7/28/96

By: Gail McKenzie
Gail McKenzie
Date: 8-15-96

By: Terry Petersen
Terry Petersen
Date: 8/15/96

AFSCME NEGOTIATING TEAM:

By: Yvonne Martinez
Yvonne Martinez
Date: 8/15/96

By: Cathy Thomas
Cathy Thomas
Date: 8/15/96

By: Ron Sarver
Ron Sarver
Date: 8-15-96

By: Denise Hays
Denise Hays
Date: 8-15-96

EXECUTIVE ORDER NO. 52

EFFECTIVE DATE: December 16, 1994

SUBJECT: TELECOMMUTING

Definition: Telecommuting is defined as transportation and work alternatives that substitute home-to-work commuting with working at home or at satellite work locations as authorized by a supervisor.

Policy Statement: Metro supports authorized telecommuting by employees to reduce energy used in transportation, to decrease traffic congestion, to improve air quality, and to improve the environment.

This policy addresses telecommuting on a part-time basis, generally one to two days per week or for special projects as assigned. It does not set conditions for home based employees, whose primary place of business is their home.

Telecommuting does not include temporary work at home due to specific employee situations such as child care, recovering from an illness or caring for an ill family member. Such situations should be arranged between the employee and his/her supervisor. This policy will comply with all applicable provisions of the Americans With Disabilities Act (ADA).

CONDITIONS: To ensure an effective, productive telecommuting program, Metro establishes the following policies:

A. GENERAL

1. Professionalism in terms of job responsibilities, work products, customer or public contact will continue to follow the same high standards as currently are being met by Metro staff.
2. Metro is committed to the telecommuting program and will enhance network access from remote locations. However, current system constraints may not guarantee modem access to the system.
3. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The supervisor will make the final decision about telecommuting and suitability. A supervisor may terminate an authorized telecommuting situation at any time.
4. To be eligible to participate, an employee must have completed the probationary period in his/her current position. Employee participation in Metro's telecommuting program is voluntary.

5. Telecommuters must be self-motivated, have minimal requirements for face-to-face daily supervision, and must be conscientious about work time and productivity.
6. Employee salary/wages, benefits, and employer-sponsored insurance coverage will not change as a result of telecommuting.
7. A telecommuting employee's conditions of employment remain the same as for non-telecommuting employees.
8. Telecommuting is not a substitute for child care. Telecommuters shall make appropriate child care arrangements during the agreed-upon telecommuting work hours.
9. Trips between the employee's home and primary work location are not reimbursable.
10. While telecommuting, the employee should be reachable by telephone, fax, network access, or E-Mail during agreed-upon work hours. The employee and supervisor will agree on how to handle phone messages, including the feasibility of call forwarding, voice-mail, frequency of checking phone messages, and feasibility of having a home phone answering machine.
11. More specific conditions relating to the employee's telecommuting are detailed in the Telecommuting Agreement (Attachment 1), which must be filled out by the employee and his/her supervisor prior to the start of telecommuting.

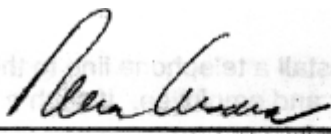
B. HOME OFFICE

1. A designated home work space shall be maintained by the telecommuter that is quiet, free of distractions and kept in a clean, professional and safe condition, with adequate lighting and ventilation.
2. Since the employee's home work space is an extension of Metro work space, Metro's liability for job-related accidents or injuries will continue to exist during the approved work schedule and the employee's designated work location. To ensure that safe working conditions exist, Metro retains the right to make on-site inspections of the home work space at mutually agreed upon times.
3. A consistent schedule of telecommuting work days and hours is desirable for many jobs to ensure regular and predictable contact with Metro staff and others. For some positions, more flexibility in work hours and days is

feasible. A specific work schedule will be stated in the Telecommuting Agreement and must be authorized by the supervisor.

C. SUPPLIES AND EQUIPMENT

1. Office supplies will be provided by the employee's department. Out-of-pocket expenses for supplies normally available in the department will not be reimbursed.
2. Metro will not provide office furniture for telecommuters.
3. The following conditions shall apply to use of computers, software and other equipment:
 - a. In most instances, the telecommuter will provide his/her own equipment. Use of Metro equipment will be decided by the supervisor. Metro equipment in the home office may not be used for personal purposes.
 - b. Metro-owned software shall not be duplicated.
 - c. The telecommuter and supervisor will comply with the Using Business Software Home Directive in the Computer Handbook published by ISD.
 - d. The home computer must be plugged into a surge protector and have current virus protection maintained on it.
 - e. Restricted-access materials shall not be taken out to the office or accessed through the computer unless approved in advance by the supervisor.
 - f. Unless otherwise agreed to in writing prior to any loss, damage, or wear, Metro does not assume liability for loss, damage, or wear of employee-owned equipment.



Rena Cusma, Executive Officer



Dated

Attachment A

Executive Order No.: 52

METRO TELECOMMUTING AGREEMENT

THESE CONDITIONS FOR TELECOMMUTING ARE AGREED UPON BY THE EMPLOYEE AND SUPERVISOR:

1. The employee agrees to work at the following location (please describe designated work area, e.g. home office, isolated section of the living room, etc.):

2. The employee's usual telecommuting work hours will be:

3. The following are typical assignments to be worked on by the employee at the remote work location:

4. Business telephone calls, including long distance telephone calls between the employee's home and primary office, made from the home will be paid as follows (e.g. Department credit card; employee reimbursement, etc.):

5. The decision whether to install a telephone line to the home for a personal computer will be made between the supervisor and employee. If such a line is installed, the expenses will be handled as follows:

6. Data calls made from the home with a personnel computer will be reimbursed as follows:

7. The following equipment will be used by the employee in the remote work location (please specify whether equipment is Metro or employee owned):

8. Employee agrees to call the office to obtain messages at least ____ times per day while working at home. Employee (agrees) (does not agree) to have a home answering machine, paid for by the employee, for messages. (Write in the specific agreement for phone availability of the employee):

9. Employee agrees to participate in Metro-provided telecommuting training.

10. Employee agrees to participate in Transportation Planning's evaluation of telecommuting including mileage logs and completion of questionnaires and other surveys.

11. Employee agrees to allow Metro to inspect the employee's designated work location at mutually agreed upon times to ensure that safe working conditions exist.

12. Additional conditions agreed upon by the telecommuting employee and the supervisor areas follows (e.g. child care arrangements, need of employee to attend meetings as necessary, etc):

This Agreement is subject to cancellation by the supervisor at any time as stated in the Telecommuting Executive Order No. 52.

I have read and understand Metro's telecommuting policies and agree to the conditions detailed.

Date _____

Employee Signature _____

Supervisor Signature: _____

Department Director _____

cc: Employee's Personnel File

APPENDIX B: LETTER OF AGREEMENT REGARDING LABOR/MANAGEMENT COMMITTEES

To improve communications and further each party's commitment to solving problems and improving relations, the parties agree to create, on a pilot basis, joint labor/management committees within Metro, as further agreed between the parties.

Each committee will consist of three (3) employee members appointed by the Union and three (3) members of management. Employees appointed by the Union will be in pay status during the time spent in committee meetings. Time spent in committee meetings shall neither be charged to leave credits nor considered as overtime worked.

The committees will use the interest-based problem solving method to reach consensus. The parties will share the costs of training of the committee members in interest-based problem solving.

It is understood by the parties that the committees shall be on a "meet and confer" basis only and shall not have the authority to negotiate amendments to this Agreement or other mandatory or permissive subjects of bargaining. Matters which may require a letter of agreement shall not be implemented until such Letter of Agreement has been signed by the Human Resources and the AFSCME Council Representative. It is the intention of the parties to discuss workload issues and the institution of the deposit in the labor/management committee forum.

Matters which should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. Disciplinary actions shall not be discussed by the committees.

At the conclusion of the term of this contract, the parties will discuss the concept of labor/management committees and whether they should be modified continued or discontinued.

METRO NEGOTIATING TEAM

By: Judy Gregory
Judy Gregory
Date: 8-15-96

By: Mark B. Williams
Mark B. Williams
Date: 7/26/96

By: Gail McKenzie
Gail McKenzie
Date: 8-15-96

By: Terri Petersen
Terri Petersen
Date: 8/15/96

AFSCME NEGOTIATING TEAM:

By: Yvonne Martinez
Yvonne Martinez
Date: 8/15/96

By: Cathy Thomas
Cathy Thomas
Date: 8/15/96

By: Ron Sarver
Ron Sarver
Date: 8-15-96

By: Demise Hays
Demise Hays
Date: 8-15-96

APPENDIX C: LETTER OF AGREEMENT REGARDING TDM PROGRAM

The parties agree to extend the applicable Transportation Demand Management Program to off-site facilities, with the exception of the Zoo, on a pilot basis. On the effective date of the institution of fee for parking only at the Zoo, all of the following provisions shall apply. The off-site program will consist of the following:

Metro Trans Token:

\$20 worth of bus tickets (redeemable at the Metro Regional Center) or \$20 applied to a monthly pass if employees use transit as the primary mode to get to work 80% of the month.

Bicycle/Walk Certificate:

\$20 certificate for merchandise at selected vendors for those employees who bicycle or walk from home to work 80% of the month.

Combination:

Employees who use a combination of transit, bike, or walking as the primary mode to get to work 80% of the month can choose between the Trans token or the bicycle/walk certificate.

Carpooling:

If and when an off-site facility, except the Zoo, charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) and park at a Metro facility, will be eligible for a reduced parking rate of \$10 per month for each person in the carpool.

Guaranteed Ride Home:

For employees who carpool, use transit, walk or bike to work, Metro will pay for a taxi ride home if the need arises to leave work unexpectedly or stay late due to job demands or an emergency. ~~A voucher will be available at each work site for this use.~~ Employees will be reimbursed.

Others:

For the duration of this Agreement, every attempt will be made to extend any new TDM elements to off-site employees, except the Zoo.

Zoo:

AFSCME Local 3580 employees are eligible for the Zoo's TDM program.

METRO NEGOTIATING TEAM:

AFSCME NEGOTIATING TEAM:

By: Judy Gregory
Judy Gregory
8-15-96

By: [Signature]
Yvonne Martinez
8/15/96

By: [Signature]
Mark B. Williams
8/28/96

By: [Signature]
Cathy Thomas
8/15/96

By: [Signature]
Gail McKenzie
8-15-96

By: [Signature]
Ron Sarver
8-15-96

By: [Signature]
Terry Petersen
8/15/96

By: [Signature]
Denise Hay
8-15-96

APPENDIX D: Zoo Security – Trades

Shift Trades may be made by mutual agreement between the employees. Individual trades of full or partial shifts may be made under the provisions of the Fair Labor Standards Act.

Trades must be approved by the supervisor of the employee originally assigned the shift to be traded.

Employees may agree to time trades with other employees who are qualified to perform the duties required in the course of the trade. Such agreement shall be in writing and signed by the affected employees. Supervisors shall not withhold approval of time trades without valid cause. If a trade is denied a brief explanation shall be provided on the request form which will then be returned to the employee. Employees may not work more than one double per week, nor make trades that routinely change the shift they bid per the shift bidding process.

Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

Trades are not subject to formal record keeping by Metro. Records of trade time worked and owed are the responsibility of the employees involved in the trade. Metro is not responsible, nor can it be held liable, for disputes between employees over time owed as a result of trades. Metro cannot be held responsible for the balancing of trade accounts.

Employees are responsible for ensuring that their assigned shifts are covered.

If the employee who has agreed to work for another in trade does not report to work, the employee originally assigned the shift will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who did not report to work as part of an approved substitution agreement shall have the equivalent amount of time removed from his or her annual leave accrual, and if not, from future annual leave accrual until the deficit is erased.

Failure to work a trade twice in six months shall result in termination of all trade privileges for the subsequent six months. Failure to fulfill a trade may also result in the termination of trade privileges and/or disciplinary action.

Nothing in this Agreement prevents management from approving individual trades of full or partial shifts for all Metro employees according to the provisions of the Fair Labor Standards Act. Employees who are not subject to the shift bid process, may with their supervisor's approval, trade schedules with other employees.

This Agreement shall expire upon the conclusion of the 2004-() collective bargaining agreement.

Exhibit A: Metro AFSCME Pay Schedule

(ANNUAL RATE BASED ON 2000 HOURS PER YEAR FOR EXEMPT EMPLOYEES)

Pay Range	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
01N	6012*	Office Assistant	9.46	9.93	10.42	10.97	11.51	12.08	12.69
	6003*	Visitor Services Worker III							
02N			9.93	10.42	10.97	11.51	12.08	12.69	13.32
03N	0037*	Accounting Technician I	10.42	10.97	11.51	12.08	12.69	13.32	13.99
	0018*	Receptionist							
	0538*	Safety & Security Officer 1							
04N			10.97	11.51	12.08	12.69	13.32	13.99	14.69
05N	0364*	Graphics Technician	11.51	12.08	12.69	13.32	13.99	14.69	15.42
	0040*	Program Assistant 1							
	0022*	Secretary							
06N	0539*	Safety and Security Officer 2	12.08	12.69	13.32	13.99	14.69	15.42	16.19
	0013*	Scalehouse Technician							
07N	0038*	Accounting Technician II	12.69	13.32	13.99	14.69	15.42	16.19	17.01
	0015*	Building Service Worker							
	0006*	Food Service/Retail Specialist							
	0330*	Planning Technician							
	0050*	Printing/Mail Services Clerk							
08N	0021*	Administrative Secretary	13.32	13.99	14.69	15.42	16.19	17.01	17.84
09N	0014*	Lead Scalehouse Technician	13.99	14.69	15.42	16.19	17.01	17.84	18.76
	0051*	Printing/Mail Services Lead							
	0042*	Program Assistant 2							
10N	0036*	Accounting Specialist	14.69	15.42	16.19	17.01	17.84	18.76	19.67
	0005*	Storekeeper							

10E 0031 Administrative Assistant 30,669.22 32,218.19 33,814.78 35,506.72 37,270.15 39,152.72 41,082.94

* Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Effective: 07/01/2002 - 06/30/2003

Revised: 11/22/2002

COLA: 2.3% (07/01/2002)

by Lena L. Bannick

**METRO
AFSCME PAY SCHEDULE
(Annual Rate Based on 2080 Hours Per Year for Exempt Employees)**

Pay Range	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
11N			15.42	16.19	17.01	17.84	18.76	19.67	20.66
	0016*	Building Service Technician				17.84	18.76	19.67	20.66
	0020*	Maintenance Equipment Operator				17.84	18.76	19.67	20.66
12N	0054*	Education Coordinator I	16.19	17.01	17.84	18.76	19.67	20.66	21.73
	0331*	Hazardous Waste Technician							
	0055*	Landfill & Environmental Technician							
	0052*	Latex Operations Technician							
	0329*	Management Technician							
	0053*	REM Facilities Maintenance Technician							
12E	0329	Management Technician	33,814.78	35,506.72	37,270.15	39,152.72	41,082.94	43,156.16	45,348.51
	0023	Program Coordinator							
	0056	Records & Information Analyst							
	0639	Video and Photography Technician							
13N	0633*	Technical Assistant	17.01	17.84	18.76	19.67	20.66	21.73	22.79
	0057*	Technical Specialist I							
14N	0059*	Technical Specialist II	17.84	18.76	19.67	20.66	21.73	22.79	23.93
	0058*	Volunteer Coordinator I							
14E	0640	Asst Creative Services Specialist	37,270.15	39,152.72	41,082.94	43,156.16	45,348.51	47,588.54	49,971.54
	0333	Asst Management Analyst							
	0338	Asst Public Affairs Specialist							
	0060	Education Coordinator II							
	0360	Graphics/Exhibit Designer							
	0061	Systems Analyst I							
15E	0306	Assistant Engineer	39,152.72	41,082.94	43,156.16	45,348.51	47,588.54	49,971.54	52,497.53
	0354	Assistant Regional Planner							
	0343	Assistant Solid Waste Planner							
	0348	Assistant Transportation Planner							
	0062	Systems Administrator I							
16N	0332*	Hazardous Waste Specialist	19.67	20.66	21.73	22.79	23.93	25.14	26.38
	0064*	Landfill & Environmental Specialist							
	0063*	Latex Operations Specialist							

* Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Effective: 07/01/2002 - 06/30/2003

Revised: 11/22/2002

COLA: 2.3% (07/01/2002)

by Lena L. Bannick

METRO
AFSCME PAY SCHEDULE
(Annual Rate Based on 2080 Hours Per Year for Exempt Employees)

Pay Range	Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
16E	0334	Associate Management Analyst	41,082.94	43,156.16	45,348.51	47,588.54	49,971.54	52,497.53	55,094.99
	0339	Associate Public Affairs Specialist							
	0039	Senior Accountant							
	0066	Systems Analyst II							
	0065	Volunteer Coordinator II							
17E	0307	Associate Engineer	43,156.16	45,348.51	47,588.54	49,971.54	52,497.53	55,094.99	57,859.26
	0355	Associate Regional Planner							
		Associate Solid Waste Planner							
	0344	Planner							
	0349	Associate Transportation Planner							
0067	Systems Administrator II								
18E	0335	Senior Management Analyst	45,348.51	47,588.54	49,971.54	52,497.53	55,094.99	57,859.26	60,742.71
	0340	Senior Public Affairs Specialist							
	0069	Systems Analyst III							
	0068	Web Master							
19E	0365	Real Estate Negotiator	47,588.54	49,971.54	52,497.53	55,094.99	57,859.26	60,742.71	63,792.95
	0308	Senior Engineer							
	0070	Systems Administrator III							
20E	0476	Construction Coordinator	49,971.54	52,497.53	55,094.99	57,859.26	60,742.71	63,792.95	66,962.35
	0356	Senior Regional Planner							
	0345	Senior Solid Waste Planner							
	0350	Senior Transportation Planner							
	0071	Systems Analyst IV							
21E	0072	Systems Administrator IV	52,497.53	55,094.99	57,859.26	60,742.71	63,792.95	66,962.35	70,310.46
22E	0357	Principal Regional Planner	55,094.99	57,859.26	60,742.71	63,792.95	66,962.35	70,310.46	73,825.98
	0346	Principal Solid Waste Planner							
	0351	Principal Transportation Planner							

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 04-3515, FOR THE PURPOSE OF RATIFYING THE 2004-2007 COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME LOCAL 3580 AND METRO.

Date: November 18, 2004

Prepared by: Kevin B. Dull

BACKGROUND

This resolution is submitted to ratify the tentative agreement between AFSCME 3580 and Metro for the period July 1, 2004 through June 30, 2007. Total membership in AFSCME 3580 is 256 employees. Under this three-year agreement the following key economic work conditions have been agreed to:

I. Wages - Cost-of-Living Adjustments:

- a. 2004-05 - 2.7% for lowest paid, 1.8% for highest paid (beginning on Sept. 1, 2004). This CoLA adjustment equals a 2% across the board adjustment for all current employees.
- b. 2005-06 - 1.5-3.5% (based on CPI-U Portland-Salem)
- c. 2006-07 - 1.5%-3.5% (based on CPI-U Portland-Salem)
- d. Reimbursement for 2004 out-of-pocket health insurance of \$337.50 per member.

II. Health insurance - Employer contribution caps of:

- a. 2004-05 - \$629.50
- b. 2005-06 - \$692.50
- c. 2006-07 - \$727.50

ANALYSIS/INFORMATION

1. **Known Opposition:** none
2. **Legal Antecedents:** Previously ratified AFSCME 3580 collective bargaining agreements.
3. **Anticipated Effects:** Metro operations will continue uninterrupted.
4. **Budget Impacts:** For the current year beginning July 1, 2004, the wages increase and the health insurance cap for medical costs is accounted for in the 2004-05 budget passed by Council.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of the resolution.