

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-27

For the purpose of ratifying the collective bargaining agreement between Metro and the American Federation of State, County, and Municipal Employees Local 3580

WHEREAS, AFSCME Local 3580-1 represented certain employees at the Oregon Convention Center (OCC) and Portland Expo Center (Expo); and

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) has previously approved the collective bargaining agreements between MERC and Local 3580-1; and

WHEREAS, AFSCME Local 3580-1 has merged with AFSCME Local 3580, one of the two unions that represent Metro employees; and

WHEREAS, Metro's bargaining team negotiated in good faith with AFSCME Local 3580 on behalf of MERC and such negotiations included terms and conditions for OCC and Expo employees ; and

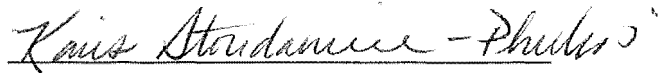
WHEREAS, the parties have reached a tentative agreement for a three year collective bargaining agreement; and

WHEREAS, Metro staff believe that the collective bargaining agreement is fair, reasonable, and in the public interest.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

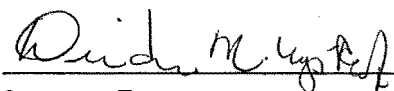
- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A as it relates to Oregon Convention Center and Portland Expo employees.
- 2) Authorizes and directs the General Manager of Visitor Venues or his designees to execute the collective bargaining agreement upon approval of the Metro Council and ratification by union membership.

Adopted by the Commission on August 2, 2017.


Chair

Approved as to form:
Alison R. Kean, Metro Attorney


Nathan A. S. Sykes, Deputy Metro Attorney


Secretary-Treasurer

Collective Bargaining Agreement

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

July 1, 2017 – June 30, 2020



Draft

Article 1: Preamble

This Agreement is between Metro, (Employer) and the American Federation of State, County and Municipal Employees Local 3580, AFL-CIO, (Union).

The purpose of this Agreement is to establish the complete Agreement between Metro and the Union on rates of pay, hours of work, fringe benefits and conditions of employment, and to promote efficiency in employee work performance.

This agreement also provides an equitable and peaceful process procedure to resolve disputes in interpreting and applying the terms herein consistent with Metro and the Union's mutual goal of-providing ever-improved public services.

This Agreement shall apply equally to all employees in the bargaining unit without regard to race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability or any other status protected by law, or union activity.

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

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Article 2: Recognition

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all regular and limited duration status employees of Metro, and temporary employees of Metro, including:

- Temporary employees that are Program Assistant[s] 1 at the Zoo, Hazardous Waste Technicians, Safety/Security Officers and Scalehouse Technicians, that work more than an average of four hours per week per calendar quarter;
- All full-time or part-time utility personnel at the Oregon Convention Center, Operations Department;
- All regular Utility Maintenance Specialist and Lead Utility Workers at the Portland Expo Center,

But excluding:

- Other temporary employees, supervisors, confidential employees as defined under ORS 243.650(6) and (23),
- Employees represented by other unions,
- Employees assigned to the Office of the Chief Operating Officer and Council Office,
- and employees in security, office, audio visual, clerical and professional employees at the Oregon Convention Center,
- And all other employees at the Expo Center and the Oregon Convention Center.

For the purposes of this contract a regular or limited duration status employee is defined as follows:

Regular Status Employee: An employee who is in a budgeted FTE position which is not designated limited duration and has passed the initial probationary period in effect at the time of his/her appointment or hire, and has been employed by Metro in such status continuously since passing the probationary period.

Limited Duration Status Employee: An employee who is in a budgeted FTE position and has passed the initial probationary period; and is serving in a limited duration position for a duration not less than three months. Employees hired into a limited duration position serve a probationary period and are governed under the same terms of the contract as regular status employees unless otherwise specified in this agreement.

Section 2.2 Temporary employees are not included in the bargaining unit except as stated in Section 2.1. Temporary employees shall be defined as those employees working less than one thousand forty (1040) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees represented by the union as stated in section 2.1 shall be limited to working less than one thousand forty (1,040) hours per fiscal year. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees, or in a manner that circumvents the appropriate establishment of regular or limited duration status positions but may be used during bona fide recruitment of regular or limited duration status 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) Determining the employer'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;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force and issuing or changing work orders and rules.
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- (7) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- (8) Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations 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; and
- (9) Introducing new or improved methods, equipment or facilities.
- (10) Completing performance evaluations of employees as required.
- (11) Classifying, reclassifying or merging positions as required.

These rights are diminished only by the law and this Agreement.

Article 4: Union Security

Section 4.1 Membership

- a.) All employees covered by this Agreement shall within (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done on an annual basis.
- b.) Except for reasons stated in section a, employees who are current members of the Union at the time of signing this agreement or who sign a Union membership card subsequent to the signing of this agreement shall remain members of the union for the duration of the contract term as long as they are current employees of the employer.

Section 4.2 Fairshare

The employer agrees to deduct the fairshare amount in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (18) with the understanding that the fairshare amount for non-union employees shall be equivalent to the dues of the Union membership in the American Federation of State, County and Municipal Employees Local 3580, AFL-CIO.

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, the employer 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 Indemnification

The Union agrees that it will indemnify, defend and hold the employer harmless from all suits, actions, proceedings, and claims against the employer, or person acting on behalf of the employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the employer's implementation of Sections 4.1 – 4.4 of this Article. In the event any decision is rendered by a court of competent 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.

Section 4.6 Bulletin Boards

The employer 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.

Metro Regional Center:

Employee Lounge/Lunchroom, Planning and Development Department, Communications Department, Property and Environmental Services Department, Finance and Regulatory Department, Parks and Nature Department.

South and Central Scalehouses

South and Central Hazardous Waste Facilities

Metro Paint

St. Johns Landfill

Zoo (Two separate bulletin boards)

Oregon Convention Center

Portland Expo Center

Section 4.7 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 the employer 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.

Union Representatives Site Visits at the Oregon Convention Center and Portland Expo Center:

Union representatives shall be subject to normal building security requirements unless special arrangements are made in advance. Such visits shall not interfere with employees' duties or interfere with building activities or events in progress.

Section 4.8 Email Communication

Employees elected/appointed to official positions, stewards and/or other representatives may use Metro's email system to conduct Union business for the purposes of:

1. Notifying AFSCME represented employees of meetings and scheduling meetings (date, time, place and agenda); and
2. Scheduling meetings among Union officers, stewards other representatives and/or members (date, time, place, and agenda).

The employer shall provide one Metro email account for the sole purpose of the Union President, Vice President, Secretary or designee to create and manage such calendar appointments.

Section 4.9 Notification

Via once a month report(s) the employer will:

- a. Notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, home mailing address, position for which they were hired, home phone number and date of birth.
- b. Provide the Union notice of any changes to name, home mailing address or position of current employees.
- c. Provide the Union notice of those individuals whom have retired during the previous month. This report will include the retiree's last known home address and effective date of retirement.

- d. Provide the Union notice of non-retiree terminations of employment effective date by: resignations, layoffs, or termination

Section 4.10 New Employee Union Orientation

With prior supervisor approval regarding when the employees can take time from work duties, a designated union representative shall receive 30 minutes on paid time to conduct a new member orientation, provided the time does not unreasonably detract from their work performance. The purpose of this orientation shall be to inform the member about the collective bargaining agreement and to discuss their options for membership status as outlined in section 4.1 of this article.

Section 4.11 Negotiations

For successor contract negotiations, management will pay a combined total of up to 360 hours of bargaining time in regular wages, on a scheduled work days, for those current AFSCME 3580 non-exempt employees who serve on the Union bargaining team. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining.

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Article 5: No Strike or Lockout

Section 5.1 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 the employer. 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 5.2 If any work stoppage, slowdown, picketing (excluding informational 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 (excluding informational 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 5.1 above to return to work.

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Article 6: Hours and Shifts

Section 6.1 Workweek

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. For accounting purposes the work week will begin at 12:01 a.m. on Sunday and end at 12:00 a.m. (midnight) the following Saturday.

Workweek at Oregon Convention Center

For accounting purposes the workweek at the Oregon Convention Center will begin at 12:01 a.m. on Thursday and end at 12:00 a.m. (midnight) the following Wednesday. Hours of work for part-time Event Custodians shall be determined by event requirements.

Workweek at Portland Expo Center

In order to accommodate event needs the typical work schedule for Utility Maintenance Specialists at Portland Expo Center shall be seven (7) consecutive days on with two (2) days off, followed by three (3) consecutive days on with two (2) days off, rotating every other weekend off. The typical schedule during non-event periods will be five (5) consecutive days on with two (2) days off.

Section 6.2 Work Schedules at Oregon Convention Center and Portland Expo Center

Work schedules shall be posted at least two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be changed to meet building or events needs with no less than twenty-four (24) hours prior notice. While business needs are unpredictable, management shall endeavor to provide at least forty-eight (48) hours advance notice of a schedule change. Work hours assigned to employees shall not constitute a guarantee of hours or work per day or per week.

Section 6.3 Rest Periods

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 6.4 Exceptions to Workweek Definition

Notwithstanding the workweek set forth in 6.1 and 6.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.

Section 6.5 Shifts Definition

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 6.6 Schedule Trade

When employees agree to trade shifts in a workweek, and it is approved by the Employer in advance, such change will not result in any overtime liability to the Employer and the employee shall waive the right to two consecutive days off.

Section 6.7 Change of Shift

Employees whose work shift is changed from one shift to another shift, unless relieved from work for at least eight (8) hours before starting their new shift shall be paid at the overtime rate for the first such new shift worked.

Section 6.8 Report Pay

Employees who report to work when their shift has been cancelled and were not notified of their shift cancellation shall be paid a minimum of four (4) hours. Where the scheduled shift is less than four (4) hours in duration the employee shall be paid the hours scheduled.

Section 6.9 Overtime in Cases of Shift Transfers

Employees transferred from one shift to another, unless relieved from work at least a full eight (8) hours before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

Section 6.10 Swing Shift

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 shift shall receive a shift premium of \$1.60 in addition to the regular hourly rate (as set forth in Exhibit A).

For Oregon Convention Center and Portland Expo Center Employees: The swing shift for pay purposes shall be defined as any shift that begins between the hours of 2:00 pm and 9:59 pm. Employees scheduled on the shift shall receive a shift premium of \$1.60 addition to the regular hourly rate (as set forth in Exhibit B).

Section 6.11 Graveyard Shift

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 a shift premium of \$1.70 in addition to the regular hourly rate (as set forth in Exhibit A).

For Oregon Convention Center and Portland Expo Center Employees: The graveyard shift for pay purposes shall be defined as any shift that begins between the hours of 10:00 pm and 4:59 am. Employees scheduled on the shift shall receive a shift premium of \$1.70, in addition to the regular hourly rate (as set forth in Exhibit B).

Section 6.12 Differential Payment Across Shifts

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 6.13 Weekend Differential

Employees in the below-listed classifications who work weekends shall be paid a differential of \$1.50 for all hours worked between the hours of 12:00 a.m. Saturday to 11:59 p.m. Sunday. The weekend differential is in addition to the shift differentials in Section 6.10 and 6.11.

Household Hazardous Waste Technician, PES
Household Hazardous Waste Specialist, PES
Landfill and Environmental Technician, PES
Landfill and Environmental Specialist, PES
Latex Operations Technician, PES
Latex Operations Specialist, PES
Latex Retail Technician, PES

Program Assistant II in the Recycling Information Center of the Sustainability Center
Scalehouse Technician, PES
Lead Scalehouse Technician, PES

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Article 7: Overtime, Compensatory Time, and Bonus Time

Section 7.1 Overtime

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. The employer 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.

Application of the overtime section shall not be construed to provide for compensation at a rate exceeding time and one-half or to affect a "pyramiding" of overtime.

Section 7.2 Compensatory Time for Non-Exempt Employees

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. Compensatory time must be requested in the payroll period in which the excess hours were worked, and the employee may via written request default future excess hours to be received as Compensatory time rather than paid as overtime.

Section 7.3 Bonus Time for Exempt Employees

Exempt employees under FLSA, shall not be paid overtime. Additionally, the employer may, at its sole discretion, award exempt employees "bonus time" off as determined appropriate by the Department Director or designee. 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.

- 7.3.1 Bonus time must be used within the fiscal year in which it is awarded, and if unused will be forfeited at the end of the fiscal year unless it is awarded during the month of June. If Bonus time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time.
- 7.3.2 An employee being awarded bonus time shall receive notice in writing, to include the number of hours awarded and the reason for the award.
- 7.3.3 Bonus time shall be provided in the electronic time-keeping system as a separate leave bank for employee's use, shall be pre-approved, and scheduled as time off.

Article 8: Holidays

Section 8.1 Recognized Paid Holidays

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Day after Thanksgiving; For those employees whose worksite is Metro Regional Center. For employees, with the exception of the Oregon Convention Center and Portland Expo Center employees, whose worksite remains open for business on the day after Thanksgiving, upon mutual agreement with their supervisor, they may take that day if business operations allow, or choose another day to take this holiday prior to the end of the fiscal year.
- (10) Christmas Eve; for those employees whose worksite is the Oregon Convention Center or Portland Expo Center.
- (11) Christmas Day;
- (12) 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 Holiday Pay

Eligible employees shall receive the amount of hours regular pay equal to that of their regularly scheduled work day for each of the holidays set forth above on which they perform no work. Holiday pay is provided for the day in which the shift began.

Section 8.3 Part-time Proration

Holiday pay for part-time employees will be prorated based on average hours paid per week during a six (6) month period of time (semi-annual). This semi-annual calculation shall be from October 1st through the end of March and April 1st through the end of September of each year, and shall hereinafter be referred to as the calculation period.

Personal holidays will be calculated once a year based on the previous two qualifying six-month calculation periods (annual calculation) and shall be placed in the employees personal holiday bank once a year.

The following table shows the months worked on the left to calculate the hours of holiday pay for the holiday on the right, including personal holidays:

Qualifying Six-Month Average Hours Paid	Holidays
April 1st through the end of September	New Year's Day Dr. Martin Luther King Jr. Day President's Day <hr/> Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day
Oct 1st through the end of March	Memorial Day Independence Day Labor Day

1. Average hours paid per week shall be calculated as follows:
 - a. Employees with average hours paid of 20-26.69 per week shall receive a prorated holiday of 50% of their regular shift, such that if their regular shift was eight (8) hours they would receive four (4) hours of pay; or if their regular shift was ten (10) hours they would receive five (5) hours of pay.
 - b. Employees with average hours paid of 26.7-31.99 per week shall receive 75% of their regular shift as holiday pay, such that if their regular shift was eight (8) hours they would receive six (6) hours of pay; or if their regular shift was ten (10) hours they would receive seven-and-a-half (7.5) hours of pay.
 - c. Employees with average hours paid of 32 hours per week or more shall receive the equivalent of their full shift, either 8 or 10 hours, respectively.
2. Exempt employees shall receive holiday pay pro-rated equal to their FTE status.
3. Newly Hired regular status employees (including probationary employees) who have not yet worked a complete qualifying period (six months for holidays and twelve months for personal holidays) and employees not in paid status for half or more of the qualifying period (per the table above) will be paid pro-rated holidays based on their FTE status.
4. Part-time employees shall not be required but may be allowed to use their (non-sick-leave) accruals to "back fill" any holiday where pro-rated holiday pay is provided.

5. Within 30 days of the close of each six-month period outlined in number one (1) above, employees and the Local shall be notified of their amount of holiday hours for that period.

Section 8.4 Alternate Holiday Scheduling

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 8.5 Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 8.6 Holiday Worked/Deferred

In addition to holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked, with the exception of the day after Thanksgiving. 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.

Section 8.7 Holiday Scheduling

The employer shall offer work available on holidays to qualified volunteers from any shift. Employees interested in working the holiday will advise the employer of their desire to do so as soon as possible and no less than four (4) calendar days prior to the holiday. If two or more qualified employees volunteer with four (4) calendar days prior to the holiday, the most senior will be selected. If there are no volunteers, the least senior non-probationary employee will be required to work.

If an employee volunteers to work on a holiday, the following shall apply, in accordance with Article 6: Hours and Shifts and Article 7: Overtime, Compensatory and Bonus Time:

- a. The employee shall waive the right to two consecutive days off as outlined in Article 6.
- b. If the holiday shift begins prior to the employee being relieved from work for eight (8) hours, the employee shall not receive additional overtime pay as outlined in Article 7.

Article 9: Vacation

Section 9.1 Vacation Accrual for Employees Hired on or Before June 30, 2012

Subject to department approval and the provision on initial probationary period, employees 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

Oregon Convention Center and Portland Expo Center employees that were accruing two-hundred (200) vacation hours per year (per full-time employee) at the time of ratification of this agreement shall continue to accrue vacation hours at a rate of two-hundred (200) vacation hours per year (per full-time employee).

Section 9.2 Vacation Accrual for Employees Hired On or After July 1, 2012

Subject to department approval and the provision on initial probationary period, all bargaining unit employees hired on or after July 1, 2012 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	.0577 hours	120 hours
4 years through completion of 7 yrs.	.0692 hours	144 hours
8 years through completion of 11 yrs.	.0808 hours	168 hours
12 years plus	.0923 hours	192 hours

Section 9.3 Vacation Leave Approval

Regular and limited duration status 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.

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. All employees are generally required to submit vacation requests through the electronic timekeeping system. In the instances where vacation has yet to accrue in employee's leave balance, employees may request vacation in writing to their department director or his/her designee. Approval of vacation leave shall be provided in a timely manner.

Section 9.4 Vacation Accrual Maximum

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. 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 9.5 Vacation Payout at Separation

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 Sick Leave Accrual

Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after working one (1) day of service with the employer. Sick leave cannot be used until the beginning of the pay period after which it is accrued.

Sick leave shall not continue to accrue during periods of leave unpaid by the employer.

Section 10.2 Use of Sick Leave

Employees may use sick leave for illness, disability or medical appointments for themselves or their immediate family which includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild and grandparent; and any other person for which the employee is a legal guardian; or as otherwise required by law.

All employees, for schedule use of sick leave, are generally required to submit request through the electronic timekeeping system. In the instances when the sick leave has yet to accrue in employee's leave balance, employees may request leave through email to their department director or his/her designee. Approval of sick leave shall be provided in a timely manner.

Section 10.3 Sick Leave Notification

Employees unable to report to work shall report the reason for absence to their supervisor within (1/2) hour before 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 (1) hour prior to the scheduled beginning of their shift.

Section 10.4 Sick Leave Use in Conjunction with Workers' Compensation

The employer 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 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. The employer 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 the employer 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 Excessive Sick Leave Use

Notwithstanding the foregoing, employees who excessively use sick leave may be subject to discipline pursuant to Article 17 Discipline and Discharge.

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

- a) use of ten (10) days of unprotected sick leave, paid or unpaid in the preceding twelve (12) months; or

- b) patterns of sick leave usage; such as use of sick leave in conjunction with regular days off, vacation, personal holidays, or holidays on four occasions within the preceding 1 year.

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 excessively using sick leave.

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

Sick leave for medical appointments scheduled and approved by management in advance shall not be considered as excessive use of sick leave.

The employer 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 10.6 Unused Sick Leave

The employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. The employer shall report the number of unused sick leave hours to PERS for use in the calculation of the employee's final average salary.

Section 10.7 Infrequent Absences of Exempt Employees

When an exempt employee has an absence of four hours or more, such absences will be tracked in the leave management system and covered through the use of available leave accruals as appropriate for the situation.

Infrequent absences of less than four hours by an exempt employee that does not negatively impact expected work performance or productivity will not be covered through the use of leave accruals. In addition, this section would not apply if an employee has received prior approval from their manager to flex their schedule in a given workweek.

Section 10.8 Physical Examination

Where the Employer has reason to believe the employee is not physically capable of performing the duties of the position, the Employer may require the employee to submit to a physical examination by a physician selected by the Employer. The employee shall be notified in writing of Employer's intent to require a physical examination. The notification shall include information regarding the employee's right to Union representation. In all discussions with Employer's officials or representatives, the employee shall be entitled to union representation. Costs for such examination shall be at no cost to the employee and performed on duty time at no charge to leave accruals.

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, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, or relatives of domestic partners that are the equivalent of in-laws as stated in this section, or other household member shall be allowed time off duty, not to exceed three (3) days, without deduction of pay on account of such absence. If travel is required, up to four (4) additional days (chargeable to sick leave) may be allowed upon request to the employee's Department Director.

The employer shall comply with the Oregon Family Leave Act.

Under special circumstances and upon the death of a person other than the employee's immediate family member, sick leave as described in section (a) above to attend a funeral may be granted at the sole discretion of a Department Director at the request of the employee.

Employees may attend a funeral ceremony for a fellow employee with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation. When an employee participates in a funeral service, he/she will be granted four (4) hours time off with pay and chargeable to any accrued leave balance, or leave without pay if the employee has no accrued leave balances, to attend such funeral service subject to the approval of the Department Director.

Section 11.2 Military Leave

Eligible employees shall be granted 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 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.

- 11.3.1 Employees shall not be eligible for leave with pay under Section 11.3 if the subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant, or is for a dispute between the employer and employee. The employee is entitled to use any accrued vacation in these circumstances. Union related arbitrations are exempt if they occur on an employee's regularly scheduled work day.

Section 11.4 ADA and Family Medical Leave

- 11.4.1 Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), 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 in the following order: (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave. Once an employee reaches a leave balance of 40 hours vacation leave, employee may elect to take leave without pay and retain accrued vacation leave.
- 11.4.2 If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee shall elect

COBRA if he/she wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law. In the event a leave of absence extends beyond the authorized FMLA or OFLA leave, the employee will not be eligible to retain a leave bank of any accrued hours as stated in section 11.4.1 of this Article.

Section 11.5 Leave Without Pay

All regular and limited duration status 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 Chief Operating 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 Chief Operating Officer's approval of the request shall be in writing and shall be filed in the Human Resources Department Office. The employee may elect to continue employee coverages and benefits under COBRA. 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.

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Article 12: Health and Welfare

Section 12.1 Joint Labor Management Committee

A Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for the employer. The Union is entitled to select one voting member, who is a current Metro employee, to serve on the Joint Labor-Management Committee on Health Benefits.

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 maintain an ongoing review of health benefit related issues for employees of Metro.

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

Section 12.2 Benefit Eligibility

Regular and limited duration status employees as defined below are eligible to participate in the Metro health insurance programs. Non prorated insurance will be available to employees who work thirty-two (32) hours a week or more.

Health benefits will be prorated for part time employees except for employees at the Oregon Convention Center and Portland Expo Center. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status multiplied by Metro's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Metro's portion for a full-time employee of \$940.

- An employee working .5 FTE would pay $\$1,000 - (.5 \times \$920) = \$540.00$
- An employee working .75 FTE would pay $\$1,000 - (.75 \times \$920) = \$310.00$

An employee's FTE status, for the purpose of benefits, shall be based on average paid hours per week during a six (6) month period of time (semi-annual). This semi-annual calculation shall be from October 1st through the end of March, and April 1st through the end of September of each year, and shall hereinafter be referred to as the calculation period.

- Employees with hours paid of 20-26.69 per week (according to the calculation period) shall receive benefits prorated on a .5 FTE basis.
- Employees with hours paid of 26.7-31.99 per week (according to the calculation period) shall receive benefits prorated on a .75 FTE basis.

Newly hired employees who have not yet worked a complete qualifying six-month calculation period (as outlined above) and employees not in paid status for half or more of the qualifying period shall have prorated benefits based on their budgeted FTE status.

No modifications will be made to the calculation period unless an employee has a change in position FTE status (i.e. through the budget) or they experience a federal qualifying event.

When a manager becomes aware that a newly hired employee will be working over their hired FTE within their first six (6) months, the employee's benefits will be based on their anticipated hours.

Eligibility will begin on the first of the month following thirty days of employment for all benefit eligible employees who elect to participate in one of the Metro plans.

All employees (.5 - 1.0 FTE) (except for employees at the Oregon Convention Center and Portland Expo Center) who have worked for the Agency prior to July 1, 1999, and who are working less than full time at the time of ratification of this contract, are eligible for full health and welfare benefits. Employees hired prior to July 1, 1999 who experience an involuntary reduction in FTE status (e.g. lay-off, seniority bidding) shall retain eligibility for full health and welfare benefits.

Section 12.3 Premium Sharing

Effective upon ratification, the employer shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee.

The premium cost used in these calculations shall be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall be made.

These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

The employer agrees to pay an amount of \$150 per month to full-time benefit eligible employees and a prorated amount equivalent to their FTE status for those in less than full-time benefit eligible positions, who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro. Should contracts with insurance carriers, financial consideration, or health insurance plan designs indicate a need to change the opt out amount, the parties will meet to confer and come to mutual agreement on this paragraph.

12.3.1 Excise Tax Reopener

Effective January 1, 2019, and for the duration of this agreement, should the employer be subject to a health insurance related excise tax, the employer may reopen Article 12 (Health and Welfare) for further negotiations under the expedited bargaining rules. Other articles may be reopened only by mutual agreement of the parties.

Section 12.4 Long Term Disability and Accidental Death Dismemberment Insurance

Life Insurance and accidental death and dismemberment and long term disability coverages shall be provided to all employees who are health insurance benefit eligible and shall be maintained at current levels at no cost to the employee.

Section 12.5 Child Care

The employer 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.

Section 12.6 Employee Assistance Program

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

Section 12.7 Voluntary Short-Term Disability

The employer shall make available voluntary short-term disability insurance to all employees who are health insurance benefits eligible. Employees may voluntarily elect short-term disability insurance and shall pay their insurance premiums through voluntary payroll deductions. Voluntary short-term disability is subject to participation requirements of the insurance carrier. While Metro will make every effort to meet these participation requirements, should participation not be met, the employer shall attempt to offer short-term disability again in the following year.

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Article 13: Retirement Benefits

Section 13.1 Participation

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.

Section 13.2 Employee Contribution for Employees, Excluding Oregon Convention Center and Portland Expo Center

Metro shall continue 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 for current employees active on the payroll as of June 30, 2012. Any employee hired July 1, 2012 or thereafter will pay the six (6) percent of base salary employee contribution through payroll deductions.

Section 13.3 Employee Contribution for Oregon Convention Center and Portland Expo Center employees

Employees shall continue to be eligible for participation in the Oregon Public Employee Retirement System PERS pursuant to the law. Full-time employees active on the payroll June 30, 2014 shall continue to have the Employer "pick-up" their required six-percent (6%) monthly contribution to the PERS. Full-time employees hired July 1, 2014 or thereafter shall pay the employee contribution, as defined by PERS, through payroll deductions.

After ratification of this agreement, should Metro resume contributing the employee contribution to PERS for non-represented employees hired July 1, 2011 or thereafter, all AFSCME represented employees hired July 1, 2012 or thereafter will receive the same benefit in addition to the employer required contributions.

Section 13.4 Unused Sick Leave

The employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. Metro shall report the number of unused sick leave hours to PERS for use in the calculation of the employee's final average salary.

Section 13.5 Change to PERS

The employer shall "pick-up" the 6% employee contribution consistent with Section 13.2 and 13.3. The parties acknowledge the 6% payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient service. For the duration of this agreement, if for any reason the entire 6% payment becomes no longer legally available for deposit into the Individual Account Program (IAP), the employer shall on the first payroll period following the effective date of the change increase the wages of any affected employee by 6%. Bargaining unit members who are paying their own employee PERS contribution shall not be eligible for this adjustment.

In the event that there are other changes to PERS that impacts a mandatory subject of bargaining that result in a reduction to the contribution to the Individual Account Program (IAP), and a cost savings for Metro, the Union may demand to bargain the impacts of such a decision in accordance with the expedited bargaining process (ORS 243.698).

Article 14: Salary Administration

Section 14.1 New and Revised Classifications

The employer shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have fourteen (14) calendar days to request wage negotiations for a new or substantially revised classification.

Section 14.2 The employer will implement a salary rate for a new or revised classification. This rate shall remain in effect subject to negotiations between the employer 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 Working Out of Classification Assignments

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) consecutive 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 classification range or the first step in the higher classification whichever is greater.

The period for working out of an employee's current classification in a higher classification shall be limited to no more than 18 months.

PES employees at Metro Central and South:

HHW employees who are assigned to work in a higher classification (non-supervisory) shall only receive out-of-class pay when they are assigned and work out-of-classification for 1 hour or more.

If a Scalehouse or HHW employee is assigned to be the acting supervisor for more than three (3) consecutive days he/she shall be eligible for overtime based upon the hours worked as an acting supervisor. If a holiday occurs during the acting supervisory period, and the employee works the holiday, he/she shall be eligible for holiday pay as determined by this agreement. The rate of pay for holiday overtime shall be at the rate of the acting supervisor position.

For periods of less than three (3) consecutive days the employee shall not receive out-of-class pay when filling in for a supervisor, but shall be eligible for overtime. Such employees shall not be required to hold a cell phone; however, if the supervisor determines it necessary for the employee to hold a cell phone he/she shall be paid at two-hour minimum for the time worked if he/she is called. Such assignment will be made on a rotational basis by volunteers in order of seniority. In the event, there are no volunteers, such duty will be assigned in reverse seniority order.

Section 14.4 Anniversary Date and Step Advancement

Employees 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 the employer from placing employees above step one or advancing employees to higher levels of the salary range.

Section 14.5 Promotion

Employees promoted through a recruitment process 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. 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 Probationary Period

Initial Probation: For the purposes of this section, initial probation shall be six (6) calendar months from the first day of hire or promotion. At any time during the initial probationary period Metro may remove the probationary employee from service. Initial probationary employees may be terminated without recourse to the grievance procedure. The initial probationary period shall be extended by the number of days an employee is on leave provided such leave exceeds ten (10) consecutive work days.

For part-time employees at the Oregon Convention Center and Portland Expo Center the initial probationary period shall be 900 hours but in no case more than nine (9) months unless extended in accordance with this agreement.

Promotion: For employees promoted through a recruitment process into a higher classification, promotional probation shall be six (6) calendar months from the first day of promotion. 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. The probationary period may be extended by the number of days an employee is on leave provided such leave exceeds ten (10) consecutive work days.

Demotion:

- a. Employees who are demoted as a result of a disciplinary action will not serve an additional probationary period.
- b. For voluntary demotions the employee will serve a three (3) calendar month probationary period. These employees shall not be discharged without just cause and shall have recourse to the grievance procedure. A voluntary demotion shall not reflect discredit on the employee.

Reclassification:

- a. Employees who are being reclassified to a higher classification as a result of a reorganization or other business need and who have not previously performed those duties shall serve a three (3) calendar month probationary period. These employees shall not be discharged without just cause and shall have recourse to the grievance procedure. The date of reclassification shall become the new "anniversary date" and employees shall advance one step on each anniversary date until the employee reaches top step.
- b. Employees who are reclassified laterally or lower as a result of reorganization shall not serve an additional probationary period.
- c. Employees who are reclassified as a result of recognition and they have previously been performing those duties will not serve a new probationary period.

Layoff: Employees who choose to transfer laterally or to a lower classification as a result of bumping during a layoff process shall not serve an additional probationary period.

Section 14.7 Downward Reclassification

If an employee is moved to a classification with a lower salary range, for reasons unrelated to discipline, the employee's rate of pay shall remain the same and he/she shall not receive cost of living adjustments, until such time the top of the salary range in the new classification exceeds the employee's rate of pay. At such time the employee's rate of pay shall be placed on the step of the salary range closest to his/her rate of pay without decreasing his/her rate of pay. The employee's anniversary date shall remain the same for downward reclassification.

Section 14.8 Voluntary Demotion

If an employee voluntarily moves to a classification with a lower salary range and the employee's current rate of pay exceeds the salary range for the new classification, the employee's rate of pay will be placed at the top step of the range for the new classification. If the employee voluntarily moves to a classification with a lower salary range and the employee's current rate of pay falls within the salary range for the new classification, the employee's rate of pay will remain the same. The employee's anniversary date shall remain the same for voluntary demotion.

Section 14.9 Lateral Transfer

When an employee is appointed to a different classification having the same salary range, the employee's rate of pay and anniversary date shall remain the same. If the essential duties and minimum requirements of the new position are distinctively different, the employee may be required to serve a six (6) month probationary period. If the employee is unable to successfully complete the probationary period, the employee shall return to his/her former classification without recourse to the grievance procedure. If the prior position has been filled, provisions on seniority and bumping rights found in Article 16 of the contract will apply. The employee's anniversary date shall remain the same for lateral transfer.

Section 14.10 Reclassification Procedure

An employee may submit a written request for reclassification through their department supervisor to be reviewed by Human Resources. The department supervisor will submit the request to Human Resources within one (1) month of receipt. The requesting employee shall receive a response on the decision from Human Resources no later than four (4) months from the initial submission date.

If a reclassification request is approved by Human Resources, for an employee moving to a higher classification, the employee 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 employee. Any new rate of pay will be effective the first of the month in which the request was received in Human Resources. Employees sharing the same or substantially similar position descriptions or employees Metro agrees to treat as a group may file an appeal as a group.

Article 15: Wages

Section 15.1 Effective upon ratification by both parties, employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A (attached), Exhibit B Oregon Convention Center and Portland Expo Center (attached), and Exhibit C Temporary Employees (attached). Employees will keep their current salary eligibility date.

Exhibit A: Effective August 1, 2017, employees will receive a wage increase 2.00%. Effective upon ratification, but no earlier than July 1, 2018, employees will receive a wage increase of 2.50%. Effective upon ratification, but no earlier than July 1, 2019, employees will receive a wage increase of 2.50%.

Each year the negotiated wage increase will be added to Step 1 of Pay Range 01N; from there the remainder of the schedule will be developed with 5% differences between ranges and steps. Pay schedule adjustments shall be applied to the hourly rates in each classification. Annual rates shall be generated by multiplying the hourly rates by 2080. All pay adjustments shall be performed using standard rounding principles (i.e. 5 or higher rounds up and lower than 5 rounds down) to the nearest one hundredth decimal place (e.g. the decimal 0.846 rounded to the nearest hundredth is 0.85).

Exhibit B Oregon Convention Center and Portland Expo Center: Effective the pay period following the ratification of this agreement, employees will be placed on the salary schedule at a rate equal to their current rate of pay (step 5 for regular status employees). The date of ratification shall become the anniversary date for the purpose of step advancement for all active employees on payroll at the time of ratification. Probationary employees upon ratification of this contract will be placed at Step 4 of the new salary schedule and advance to Step 5 upon completion of the probationary period outlined in Article 15 Salary Administration.

Effective upon ratification, but no earlier than July 1, 2019, employees will receive a wage increase of 2.50%.

Effective the payroll period following ratification of this agreement employees at the Oregon Convention Center and Portland Expo Center shall receive a one-time payment based on years of services as follows:

Date of hire through completion of 3 years	\$300
4 years through completion of 7 years	\$550
8 years through completion of 11 years	\$800
12 years plus	\$1,050

Exhibit C: Effective the pay period following the ratification of this agreement, employees will receive a wage increase of 2.00%. Effective upon ratification, but no earlier than July 1, 2018, employees will receive a wage increase of 2.50%. Effective upon ratification, but no earlier than July 1, 2019, employees will receive a wage increase of 2.50%.

Section 15.2 Call Back Pay

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 their regularly scheduled work day; eight (8) or ten (10) 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 their regular work day; eight (8) or ten (10) hours.

For Oregon Convention Center and Portland Expo Center employees: Employees whose work shift is changed from one shift to another shift, unless relieved from work at least for eight (8) hours before starting their new shift shall be paid the overtime rate for the first such new shift worked.

Section 15.3 Household Hazardous Waste Response

1. Any regular, full-time or part-time Household Hazardous Waste (HHW) Technician and/or Household Hazardous Waste (HHW) Specialist (hereinafter referred to as “employee”), who is required to report to either HHW facility outside of their normal work schedule to respond to a radiation alarm, acid spill, asbestos response call, or response of a similar nature, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate.
2. In the event the four (4) hour response time overlaps with the start of the employee’s next scheduled shift, the employee shall continue to receive pay at the rate of one and one-half times the regular rate for the remainder of the four (4) hour period. The employee shall receive their regular rate of pay beginning with the fifth hour directly following the four (4) hour radiation response time period.
3. In the event the employee is responding during their regularly scheduled shift and the employee is required to work beyond the end of their shift, the employee shall be paid time and one-half (1-1/2) only for actual time worked in excess of their regular shift. The call back pay minimum of (4) four hours will not apply.
4. When an employee having a regular 4-day/10 hours work schedule is required to work in excess of ten (10) hours in any workday, outside of the above circumstance, the employee shall be paid time and one-half (1-1/2) only for the time worked in excess of ten (10) hours.
5. Shift differential will not apply when an employee is required to report to either HHW facility outside of their normal work schedule, to respond.

Section 15.4 Landfill and Facilities Maintenance Call Back Pay

Any regular or limited duration status Facilities Maintenance Worker, Facilities Maintenance Technician, Landfill and Environmental Technician or Landfill and Environmental Specialist, Facilities Coordinator who is required to report to work outside of their normal work schedule to respond to an emergency, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate of pay. In such instances, shift differential will not apply.

Article 16: Seniority

Section 16.1

Seniority shall be computed from date of hire or entry into an AFSCME classification. Seniority shall be calculated based on continuous service in any AFSCME 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 and employees shall continue to accrue seniority during these leaves. Metro shall publish and distribute to the union semi-annually and thirty (30) days prior to any layoff a seniority list for all employees.

For full-time Utility Maintenance Specialists at the Portland Expo Center, the above definitions and applications of seniority shall apply, except that continuous service shall include employment with Multnomah County accomplished in accordance with the law.

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 AFSCME classification, 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 Multiple Shifts

Where the employer employs multiple shift operations, such employees shall have the right to choose appropriate shifts twice annually, with the duration of such bids set upon the initial posting for both bid periods. 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:

Section 16.2.1 Shift Bidding at Oregon Zoo

For Zoo security, part-time shifts are not eligible for bidding.

Section 16.2.2 Shift Bidding at Oregon Convention Center and Portland Expo Center

Except for part-time Event Custodians at the Oregon Convention Center and Utility Maintenance Specialists at Portland Expo Center, employees shall bid for work shifts established by the Employer under the following conditions:

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st.
- b) When shifts and days off are bid, the employee shall identify in writing to their immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 21 (Seniority), except as stated in subsection (a) above.
- c) A newly hired employee on initial probation shall be placed on shifts according to operational and training requirements. Following three (3) months of continuous service the employee will be allowed to shift bid at the next shift bid opportunity.
- d) Shifts will be posted for bidding by October 15 or April 15, as appropriate. Shift bids will be completed by December 1 or June 1 as appropriate. An employee who does not

sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. The Chief Steward or designee, and the Director of Operations/Operations Manager, or designee, will agree what constitutes a “reasonable amount of time,” after consultation with the employee. If the Chief Steward, or designee, and the Director of Operations/Operations Manager, or designee, do not agree, the Director of Operations/Operations Manager, or designee, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift bidding cycle will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December 1 or June 1, the Director of Operations/Operations Manager or designee has authority to assign them to an available shift.

Section 16.3 Assignment of Overtime at Oregon Convention Center and Portland Expo Center

It shall be the responsibility of Management to determine in each instance if overtime work is required, and if so, how many employees will be required to perform work.

All overtime work shall normally be distributed to the employees who work in the job classifications in the areas which normally engage in the work based upon seniority, under the following guidelines:

- a. Scheduled overtime shall first be offered to the most senior employee when overtime is required, and shall proceed in an order of descending seniority until the shifts are filled.
- b. Unscheduled overtime shall be offered to on-shift employees based upon seniority and shall proceed in an order of descending seniority until the shifts are filled.
- c. Mandatory overtime shall be assigned to the least senior, on-shift employees until the required shifts are filled. The employer will make every effort to give the employee as much notice as reasonably possible of the mandatory overtime. Additionally, no employee will be required to work involuntarily more than fourteen (14) consecutive days.

Section 16.4 Layoff

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees or an involuntary reduction of full time equivalent (FTE) status of .5 or greater from the last voluntary FTE status change. The Chief Operating Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probationary employees within the classification selected for layoff shall be laid off prior to any layoff of regular status employees. When the employer determines a layoff will be necessary, the employer will notify the Union prior to notifying the employee.

Section 16.5 Seniority in Layoff

Employees will be laid off by classification within the department with the least senior employees laid off first.

- a. If two (2) or more employees have equal seniority, per Section 16.1, the tie shall be broken as follows, with most credit given to:
 1. Length of continuous service with Metro
 2. Length of continuous service in the job classification
 3. Coin toss
- a) All impacted employees, at least one union representative and one Human Resources representative shall be present at the time of the coin toss.

- b) A union officer or business representative shall toss the coin unless another person is designated by mutual consent of the parties.
- c) The coin shall be tossed in as many rounds as needed to narrow the selection of employees.
 - i) Heads shall indicate more seniority, tails shall indicate less.
 - ii) The coin shall be tossed for each employee individually to determine the level of seniority.
- b. Part-time Employee: Seniority shall be calculated the same as a full-time employee.
- c. Job-Share: Seniority shall be calculated respective of each job share participant. Should the least senior employee in a job share position be laid off, the remaining job share partner shall be treated as a part-time employee.
- d. Limited Duration: Employees newly hired into limited duration AFSCME positions shall not be entitled to any layoff or seniority rights under this agreement until they have been employed continuously for three (3) years in the limited duration position. At that time they will receive seniority back to their hire date into the limited duration position they currently hold. If a regular AFSCME employee transitions to a limited duration position without a break in service from the regular status AFSCME position, he/she shall have layoff and seniority rights to his/her former regular status AFSCME classification based on his/her seniority in that classification.

Section 16.6 Notice of Layoff and Potential Bumping

Employees shall be given thirty (30) days notice of layoff. Employees given notice of layoff shall within ten (10) working days:

- a. Bump the least senior employee in the same classification, provided that the receiving manager determines that, on the basis of relevant job skills, the employee can perform all of the duties of the specific position adequately within three weeks. The three-week time period is for the purposes of orienting the employee to the position, not training the employee to perform the work. Therefore, it is necessary for the employee to possess the knowledge, skills and abilities to perform all of the essential duties and responsibilities of the position prior to bumping into the position, as determined by the receiving manager. The employee will receive performance coaching during this three-week period as assistance for successfully performing the duties of the position.
- b. 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 three weeks. The three-week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary for the employee to possess the knowledge, skills and abilities to perform all of the essential duties and responsibilities of the position prior to bumping into the position, as determined by the receiving manager. The employee will receive performance coaching during this three-week period as assistance for successfully performing the duties of the position.

- c. 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 three weeks.
- d. Accept layoff.
- e. Disputes concerning layoffs shall be handled through the grievance procedure, beginning at step 3.

16.7 Recall List

All employees on the layoff list shall have the right to be recalled to a vacant position, in order of seniority, in the same classification they were in when laid off for a period of three (3) years. The recalled employee will be considered to be qualified and offered the vacant position unless there is a distinct difference in the essential functions and required knowledge, skills and abilities of the vacant position. In those situations, the employee will be provided an interview and given an opportunity to demonstrate their qualifications and knowledge/skills/abilities to successfully perform the job. Should the supervisor determine that the employee does not possess the qualifications and knowledge/skills/abilities for the vacant position, the supervisor may elect to conduct a recruitment for the position and not recall the laid off employee to the vacant position. Should an employee be offered a recall to the same classification from which they were laid off and the employee declines the offer, the employee shall be removed from the recall list. An employee impacted by an involuntary reduction of full time equivalent (FTE) status of .25 or greater from their last voluntary FTE status change can elect to be placed on the recall list in order of seniority for a period not to exceed two years.

If recalled to the former position, the employee will return to the same range and step as when laid off and will have a new anniversary date for purposes of step increases. The employee will have his/her seniority in classification restored to the level it was at time of layoff. If an employee is recalled to a different position in the same or lower classification and is successful in demonstrating their qualifications in the above mentioned interview, the employee will serve a three month probation period. If an employee is unsuccessful during this probation period they will be returned to the recall list for the remainder of their original duration and placement on the list.

The employee may also elect to be placed on a recall list for a vacant position in a lower salary range classification in which they have previously worked. If the employee declines an offer for a position from this lower level classification list, the employee's name will be removed from the lower level list but will remain on the list for the position at the same classification he/she was laid off from should the employee choose to remain active on that list.

Upon recall to any position in Metro, the employee will be immediately reinstated to the rate of vacation and other leave accruals as what they were at time of layoff.

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

16.8 Rights of Return

Employees who move to another position after being notified of the elimination of their previous position shall have the right to return to their previous position if the position is either 1) not eliminated or 2) restored for any reason within the three (3) years immediately following the employee's move to the new position.

All contractual rights under this agreement and seniority time shall be forfeited if an employee resigns, is terminated, retires, or does not return to work from a leave of absence, or is on a layoff list for more than three (3) years.

16.9 Temporary assignment to a supervisor or management position

An employee who accepts a temporary assignment to a supervisory or management position will have seniority suspended while serving in that role as of date of last day worked in a represented position. For purpose of this article only, temporary assignment is defined a period not to exceed six (6) months, and may be extended once by an additional six (6) months. During this time, the employee will not pay union dues or be considered eligible for union representation.

Draft

Article 17: Discipline and Discharge

Section 17.1 Just Cause

No regular or limited duration status employee may be disciplined or discharged without just cause.

Section 17.2 Union Representation

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 Discharge Appeal Process

Any regular or limited duration status employee who is discharged may appeal such action in writing within fourteen (14) calendar days directly to step 3 of the grievance procedure, provided that all other requirements of Article 19 shall apply. In the case of discharge of a regular or limited duration status employee the union shall be copied on the discharge notice. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.4 Respectful Treatment

If the employer 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.

Section 17.5 Union Notification of Disciplinary Action

When a regular status or limited duration employee exercises their representation rights and involves a Union Steward in the due process meeting, the Union shall be sent a copy of any disciplinary action issued to the employee including written reprimand, suspension, demotion, reduction in pay or termination.

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 31)

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 Property and Environmental Services Department control.
4. All facilities under Parks and Nature Department control.
5. Oregon Convention Center
6. Portland Expo Center

The employer 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 the employer 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 and safety committee representative for their respective workgroup.

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

Article 19: Grievance Procedure

Section 19.1 Notice of Investigation

In the event the Employer provides advance written notice of an investigatory or due process meeting to an employee represented by AFSCME Local 3580, the Union Council Representative, Chief Steward or Union President shall also be notified of such meeting.

Section 19.2 Grievance Defined

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 19.3 Level I – Supervisor

Within twenty-one (21) calendar 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. Within fourteen (14) calendar days of receipt of the grievance, 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 and Union to advance it to Level II.

The Union may choose to skip Level I and submit a grievance directly to the Department Director in matters where the Department Director made the decision that resulted in the grievance.

Section 19.4 Level II – Director

Within fourteen (14) calendar days of the receipt of the supervisor's response, or absent a response fourteen (14) calendar days from the deadline for the supervisor's response at Level I, the Union and employee shall submit the advanced written grievance to the Director of the employee's particular Department. The Director or designee may respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Director or designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance the grievance to Level III.

The Union may choose to skip Level I and II and submit a grievance directly to the COO in matters where the COO made the decision that resulted in the grievance.

Section 19.5 Level III – Chief Operating Officer (COO)

Within fourteen (14) calendar days of the receipt of the Department Director's response, or absent a response fourteen (14) calendar days from the deadline for the Department Director's response at Level II, the Union and employee may submit the grievance to the Chief Operating Officer of Metro. The Chief Operating Officer or his/her designee shall respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Chief Operating Officer or his/her designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and the Union to advance the grievance to arbitration within fourteen (14) calendar days of the response, or of the deadline for the Chief Operating Officer's response.

Section 19.6 Arbitration

In order to advance the grievance the Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service within 30 days of stating their intent to advance the grievance. Upon receipt of the list of arbitrators, the parties will strike names within fourteen (14) calendar days. The parties will make best efforts to schedule arbitration within three (3) months of selecting an arbitrator. 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 Arbitrator's Decision

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.

Section 19.8 Deadline Extension

If mutually agreed upon by both Metro and the Union, and the request is made prior to the response due date, deadlines for all of the above sections may be extended.

Draft

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, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, political affiliation, Union activity or any other status protected by law.

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, political affiliation or any other status protected by law which is brought to the Union for processing will be submitted directly to the 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 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.

Draft

Article 21: Complete Agreement, Letters of Agreement, Demand to Bargain

Section 21.1 Complete Agreement

This agreement constitutes the parties' complete agreement regarding the subject matter herein and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter as contained herein.

Section 21.2 Letters of Agreement and Notice Thereof

This agreement may be amended only by mutual written agreement executed by the parties. The employer shall provide duly executed letters of agreement that affect the entire membership to all AFSCME represented employees within twenty one (21) calendar days of the signature of such modifications.

Section 21.3 Demand to Bargain

If the employer has refused to bargain a subject change and the union believes it is a mandatory subject of bargaining, 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 At the request of the employee or a union representative, disciplinary material, except discrimination and harassment policy violations, shall be expunged from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. Discrimination and harassment policy violations shall be expunged from the personnel file four (4) years from the date the material was entered, and 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 explanation 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 duties; and
2. Create an inability to perform employee's job duties.

Employees who engage in outside employment found to violate the above restrictions may be disciplined, as set forth in Article 17: Discipline and Discharge, including due process and just cause standards.

Draft

Article 24: Inclement Weather

Section 24.1 Upon determination of the Chief Operating Officer or the Chief Operating 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. Employees who are absent or are scheduled to be absent on an approved leave when their worksite has been closed or opens later than regularly scheduled hours due to inclement weather will be subject to the use of such applicable leave.

Section 24.2 If an employee reasonably decides that weather conditions make it unsafe to report to their worksite, the employee may use accrued vacation, personal holidays, or unpaid leave for that shift.

Section 24.3 The employer may authorize teleworking in the event of an inclement weather event that does not require a closure of the employee's worksite at management's discretion.

Section 24.4 Employees who are designated as essential personnel, and are required to report to work when their worksite has been closed due to inclement weather, shall be compensated for hours worked at the overtime rate for a minimum of four (4) hours per incident, in addition to their regular pay.

Draft

Article 25: Recoupment of Wage and Benefit Overpayments and Underpayments

Section 25.1 Overpayments

- (1) In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall notify the employee and the Union 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) The Employer 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 the Employer 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, the Employer 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 ends employment before the Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- (2) An employee who disagrees with the Employer'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 the Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 25.2 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, the Employer shall notify the employee and the Union 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. The Employer 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 26: Contracting Out

In the event that a 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, the employer shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision in accordance with the expedited bargaining process (ORS 243.698).

Draft

Article 27: Education and Training

Section 27.1 The employer and AFSCME Local 3580 share a desire to retain a skilled workforce. To the extent possible, the employer will make available to regular employees, including support and technical staff, current information about available training opportunities.

Section 27.2 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 the employer, 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 27.3 The employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job.

Draft

Article 28: Job Sharing

Section 28.1 "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 28.2 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 28.3 An employee working in a job share position shall be treated as a part-time employee for purposes of calculating leave accruals and health and welfare benefits.

Section 28.4 If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from 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 the employer is unable to recruit qualified employees for the job share position, the employer 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 29: Flexible Schedules and Teleworking

Section 29.1 Individual Flexible Schedule Requests

A Flexible Schedule is defined as an alternate work schedule for regular full-time employees which accommodates Metro's operating requirements. A flexible schedule shall be mutually agreed to in writing between the supervisor and the employee(s). A flexible schedule will not impair Metro's need to meet operating requirements through assigned overtime or other similar scheduling. A flexible schedule may be canceled with twenty one (21) calendar days notice to the employee(s). A manager shall not unreasonably deny or change a flexible schedule arrangement.

Section 29.2 Work Group Flexible Schedule Request

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. Where an employee's request for an alternative schedule is denied, such denials shall be in writing with an explanation for the denial. 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.

Section 29.3 Special Flex Time Allowance

An exempt employee that is required by their supervisor to attend an after hours (before 7A or after 6P) meeting or an event on a weekend to represent Metro shall be allowed to take an equal amount time off at a later date.

Property and Environmental Services: An exempt employee assigned to complete a facility inspection or audit; investigation of an illegal dump site; or investigation of potential violators after hours (before 7A or after 6P) shall be allowed to take an equal amount time off at a later date.

Time must be used within thirty (30) days of the assignment. Managers and employees will mutually keep track of this time and mutually schedule time off. Employees may not count work time that is required beyond normal business hours to complete regularly assigned work.

Section 29.4 Teleworking

Teleworking is defined as a working arrangement in which the workplace is located at an alternate location than the employee's regular office. A department may permit teleworking on a routine, temporary/ or ad hoc basis in accordance with the Metro Policy.

Article 30: CDL Policy

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 Policies required by the Federal Department of Transportation.

Draft

Article 31: Clothing Allowances

Employees working in the classifications identified in this article shall receive clothing allowance or reimbursement, as stated herein. All reimbursements listed will only be provided upon the employee submitting an original receipt to their supervisor. Where a dollar amount is not listed, the item will either be provided by Metro or must be preapproved by the employee's supervisor prior to purchase.

A. Parks and Environmental Services Department (PES)

Scalehouse Technician
Lead Scalehouse Technician
Hazardous Waste Technician
Hazardous Waste Specialist
Landfill and Environmental Technician
Landfill and Environmental Specialist
Facilities Maintenance Technician
Latex Operations Technician
Latex Operations Specialist
Building Service Technician
Building Service Worker
Building Custodian MRC
Lead Building Custodian MRC
Facility Coordinator MRC

For the above-listed classifications Metro will, in each year of the Collective Bargaining Agreement, provide the following uniform:

Five (5) pairs of pants/shorts (reimbursed up to \$175.00 per 12-month period)
Five (5) shirts
Two (2) sweatshirts
One (1) belt
One (1) winter jacket (reimbursed up to \$80 per 12-month period, with the option to combine and spend up to \$160 in a 24-month period).

1. Scalehouse Technician
Lead Scalehouse Technician
Building Service Technician
Building Service Worker

The above-listed classifications shall receive one (1) pair of enclosed shoes (reimbursed up to \$150 per 12-month period)

2. Hazardous Waste Technician
Hazardous Waste Specialist
Landfill and Environmental Technician
Landfill and Environmental Specialist
Facilities Maintenance Technician
Latex Operations Technician
Latex Operations Specialist
Metro Paint Sales Technician

The above-listed classifications shall receive one (1) pair of safety shoes (reimbursed up to \$175 per 12-month period).

B. PES Waste Transfer Station Operations Staff

Waste transfer station operations staff who regularly visit the waste transfer stations shall receive the following uniform:

Two (2) shirts with the Metro logo, each 12-month period
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

C. PES Construction Project Management and Engineering Staff

The property management technician and property management specialist, as well as those employees working in the PES Construction Project Management Office and Engineering Staff who periodically visit construction sites shall be provided with:

Two (2) pair pants (reimbursed up to \$70 per 12-month period)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

D. Parks and Nature Property Management Staff

The property management technician and property management specialist who periodically visit property and construction sites shall be provided with:

Two (2) pair pants (reimbursed up to \$70 per 12-month period)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

E. PES Inspection Staff

Those employees who regularly conduct regulatory field inspections shall be provided with the following uniform:

Two (2) shirts with Metro logo, each 12-month period
Two (2) pair pants each year (reimbursed up to \$70 per pair)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, safety glasses, etc.)

F. Parks and Nature Science and Stewardship Staff

All science and stewardship field positions who regularly perform duties in the field shall be provided with the following uniform:

Two (2) shirts with Metro logo each 12-month period
One (1) winter coat with Metro logo every 24-month period

- One (1) rain hat
- One (1) raincoat
- One (1) pair rain pants or rainproof coveralls
- One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)

G. Education Naturalists

Education naturalist staff who regularly perform field work requiring a ranger uniform shall receive the following uniform:

- Two (2) long-sleeved shirts with Metro logo
- Two (2) short-sleeved shirts with Metro logo
- Two (2) pair pants in a color determined by Metro
- One (1) winter-weight hat with Metro logo
- One (1) summer hat with Metro logo
- One (1) heavy-duty ranger parka with Metro logo
- Nametag
- One (1) pair enclosed shoes (reimbursed up to \$150 per 12-month period)

H. Oregon Zoo Family Farm and Wildlife Live Show Staff

To be replaced by Metro every twelve (12) months unless otherwise specified:

- Two (2) pairs of pants (reimbursed up to \$50 per 12-month period)
- Five (5) shirts (employee's choice of long or short sleeve)
- One (1) belt
- One (1) pair enclosed shoes (reimbursed up to \$125 per 12-month period)
- One (1) winter cap (washable and rainproof)
- One (1) summer windbreaker jacket to be replaced every 24 months
- One (1) winter coat

I. Safety and Security

Safety and Security Officers at the Oregon Zoo and Metro Regional Center, shall receive the following clothing and uniform items. These items will constitute the uniform to be worn while on duty.

To be replaced by Metro every twelve (12) months unless otherwise specified:

- Four (4) pairs of trousers (employee's choice of winter or summer weight)
- Black shoes (reimbursed up to \$150 per 12-month period with the option to combine and spend up to \$250 in a 24-month period).

To be replaced by Metro every twenty-four (24) months:

- Six (6) shirts (employee's choice of long or short sleeve)
- One (1) hat (baseball hat)
- One (1) Black waterproof brimmed hat (reimbursed up to \$50 every two years)
- One (1) jacket multi-season (replaced as needed due to wear and tear)
- One (1) waterproof rain jacket (replaced as needed due to wear and tear)

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. Upon ratification, there will be an annual dry-cleaning

allowance of \$18.00 to clean the jacket. There will be a monthly allowance upon ratification of \$19.00 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 Metro representative. Security Officers will be responsible for purchasing the shoes and Metro will reimburse them after being presented with an original receipt of purchase.

The following uniform equipment will be provided to each security officer by Metro:

- 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

Each employee who receives a uniform will be granted upon ratification \$19.00 per month to clean and care for the uniform to be paid to each employee once per month.

J. Oregon Convention Center and Portland Expo Staff

Full-time employees:

- Shall receive five (5) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter full-time employees shall receive up to six (6) items, shirts or pants, as needed.
- Upon presentation of an original receipt of purchase, full-time employees will be reimbursed up to one-hundred dollars (\$100) per fiscal year for one (1) pair of quality work shoes.
- All employees shall receive one coat per contract.

Part-time employees:

- Shall receive two (2) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter part-time employees shall receive up to three (3) items, shirts or pants, as needed.
- Employees who perform outside custodial duties shall be provided an outside coat to be used at work and stored on site; washed on-site, as needed.
- Employees who work outside will be provided safety and rain gear to be used at work and stored on site.

- All employees shall receive one coat per contract.

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.

Employees who have special needs may with the approval of their supervisor select different fabric types or sizes to accommodate those needs.

Employees shall promptly return 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.

Nothing in this article shall prevent Metro management from providing additional clothing, equipment or other items of higher value or utilizing a uniform services provider to meet the clothing requirements for a given role.

Draft

Article 32: 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 four (4) employee members appointed by the Union and four (4) members of management. The parties may increase the number of appointed members by mutual agreement. 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 Care).

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 that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. The committee shall not discuss disciplinary actions.

Article 33: 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.

Draft

Article 34: Parking and Transportation Demand Management (TDM) Program

All employees who are eligible and voluntarily elects to participate in the parking program will pay the full cost of the parking program via pre-tax payroll deduction. As parking fees increase, all employees in the parking program will cover the increases through the pre-tax payroll deduction program. Such increase shall be limited to increasing the monthly fee by no more than \$5 in a fiscal year.

Section 2.

All full-time Oregon Convention Center employees hired before January 1, 2003 will be eligible for a pre-tax payroll deduction of \$20.00 per month for parking and exempt from any parking fee increases.

Section 3.

Oregon Convention Center part-time and event-driven employees may purchase passes for parking lots designated by management on a first come first served basis.

Section 4.

All Oregon Convention Center non-probationary full-time employees will continue to be enrolled in the Universal Pass Program until the program terminates or MERC opts out of the program.

Part-time employees at the Oregon Convention Center and Full-Time employees at the Portland Expo Center will be eligible to receive a 2.5 hour transit pass upon showing proof (used ticket) that public transportation was used to travel to work for a scheduled shift until the program terminates or MERC opts out of the program.

Section 5.

Non-probationary, benefits-eligible employees are eligible to participate in Metro's TDM program.

Section 6.

Tri-Met Pass: Based on the availability and Metro's participation in the plan, a Tri-Met pass may be made available to employees on a first come, first serve basis.

Bicycle/Walk Certificate: \$22.00 certificate for merchandise at selected vendors for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute for 80% of the month.

Carpooling: If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) that are employees and park at a Metro facility, will be eligible for a parking reduction of \$11.00 per month per each eligible employee in the carpool; according to Metro policy.

Guaranteed Ride Home: For eligible employees participating in the TDM program who carpool, use transit, walk or bike to work the employer will pay for a ride home if the need arises to leave work unexpectedly or stay late due to job demands or emergency.

Article 35: Temporary Employees

For the purpose of this contract, Metro recognizes the Union as the exclusive bargaining representative of all temporary employees that are in the job classification of Program Assistants 1 at the ZOO, Hazardous Waste Technicians, Safety/Security Officers, and Scale House Technicians, who average more than four hours per week per calendar quarter. The following represents the terms and conditions for temporary employees:

All provisions of the collective bargaining agreement apply to Temporary employees except Article 6 Hours and Shifts, Article 8 Holidays, Article 9 Vacation, Article 12 Health and Welfare, Article 16 Seniority, Article 28 Job Sharing, Article 29 Flexible Schedules and Teleworking, Article 31 Clothing Allowance.

1. Temporary employees with less than one thousand forty (1040) continuous service hours are at-will. The employer reserves the right to terminate temporary employees at any time and for any reason, including lack of work, with or without cause. Temporary employees with more than one thousand forty (1040) continuous service hours will not receive disciplinary action without just cause and may process their grievance in accordance to Article 19.
2. Hours and Shifts: Work scheduled for temporary employees will be made based on availability. Notwithstanding needs that arise due to unforeseen circumstances, the employer shall endeavor to make weekly work schedules available at a minimum of ten (10) days in advance.

A temporary employee scheduled to work on a shift which begins after 1:59 p.m. shall receive \$1.35 per hour in addition to their regular hourly rate.

A temporary employee scheduled to work on a shift that begins after 9:59 p.m. shall receive \$1.45 per hour in addition to their regular hourly rate.

A temporary employee who reports to work when their shift has been cancelled and were not notified of their shift cancellation shall be paid a minimum of four (4) hours. Where the scheduled shift is less than four (4) hours in duration, however, the employee shall be paid for the hours scheduled.

3. Holidays: Temporary employees that work on a holiday will be compensated for hours worked at one and half (1.5) times their regular hourly rate. The observed holidays shall include:
 - a. New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
4. Health and Welfare: In order to comply with the Affordable Care Act, Prorated insurance will be available to temporary employees who work thirty (30) hours a week or more during a twelve (12) month measurement period. The premium share will be calculated based on the total cost of health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Metro's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Metro's portion for a full-time employee of \$900.

- An employee working 32 hours weekly average would pay $\$1,000 - (.8 \times \$900) = \$280.00$

- An employee working 30 hour weekly average would pay $(\$1,000 - (.75 \times \$900) = \$375.00$
5. Recruitment: Temporary employees will be hired through the general Metro recruitment process, except for the community college program interns who may be appointed as Temporary employees following their internship. Temporary employees will be considered internal applicants for Metro recruitments.
 6. Clothing Allowance: The following items shall be made available to temporary employees for use during their working hours:
 - a. Hazardous Waste Technicians:
 - i. Personal protective equipment as need (e.g. OSHA Toes, respirator), two (2) t-shirts, one (1) sweatshirt and following five hundred and twenty (520) hours of employment one pair of safety shoes (reimbursed up to \$125) and prescription safety glasses as required.
 - b. Scale House Technicians:
 - i. Three (3) t-shirts, one (1) sweatshirt, one hat, and personal protective equipment as needed (e.g., safety vest)
 - c. Safety/Security Officers:
 - i. Two (2) pairs of pants, two (2) polo shirts, pepper spray, handcuffs, ASP baton, and one (1) multi-season jacket.
 - d. Program Assistant 1 – Zoo:
 - i. Those working in husbandry: three (3) tops (short or long sleeve), two (2) pairs of pants, one (1) hat and one (1) jacket.
Those working in a show capacity: two (2) polo shirts, a fleece vest, a jacket, and one (1) pair of pants. Program Assistant 1's working in husbandry shall have boots made available to them during their work shift.

Article 36: Term of Agreement

This Agreement shall remain in full force and effect from July 1, 2017 to June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than sixty (60) days prior to the expiration of the subsequent anniversary date that it wishes to modify this Agreement for any reason.

Draft

Exhibit A: AFSCME Pay Schedule

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
01	6012*	Office Assistant	13.33	13.99	14.70	15.43	16.21	17.02	17.87	Hourly
	6003*	Visitor Services Worker III	27,729.31	29,108.35	30,572.26	32,099.81	33,712.22	35,409.50	37,170.43	Annual
02	0032*	Building Custodian – MRC	13.99	14.70	15.43	16.21	17.02	17.87	18.77	Hourly
			29,108.35	30,572.26	32,099.81	33,712.22	35,409.50	37,170.43	39,041.60	Annual
03	0050*	Printing/Mail Services Clerk	14.70	15.43	16.21	17.02	17.87	18.76	19.70	Hourly
			30,572.26	32,099.81	33,712.22	35,409.50	37,170.43	39,016.22	40,976.00	Annual
04	0037*	Accounting Technician I	15.43	16.21	17.02	17.87	18.76	19.71	20.69	Hourly
	0033*	Lead Building Custodian – MRC	32,099.81	33,712.22	35,409.50	37,170.43	39,016.22	40,989.31	43,035.20	Annual
05	6005*	Administrative Specialist I	16.21	17.02	17.87	18.76	19.71	20.69	21.72	Hourly
			33,712.22	35,409.50	37,170.43	39,016.22	40,989.31	43,026.05	45,177.60	Annual
06	0040*	Program Assistant I	17.02	17.87	18.76	19.71	20.69	21.72	22.81	Hourly
	6026*	Safety and Security Officer	35,409.50	37,170.43	39,016.22	40,989.31	43,026.05	45,168.86	47,444.80	Annual
	0013*	Scalehouse Technician								
07	0038*	Accounting Technician II	17.87	18.76	19.71	20.69	21.72	22.81	23.94	Hourly
	0006*	Food Service/Retail Specialist	37,170.43	39,016.22	40,989.31	43,026.05	45,168.86	47,438.98	49,795.20	Annual
	6020*	Payroll Technician								
	0330*	Planning Technician								
08	6006*	Administrative Specialist II	18.76	19.71	20.69	21.72	22.81	23.95	25.14	Hourly
	0015*	Facilities Maintenance Worker	39,016.22	40,989.31	43,026.05	45,168.86	47,438.98	49,815.17	52,291.20	Annual
	0051*	Printing/Mail Services Lead								
09	6007*	Administrative Specialist III	19.71	20.69	21.72	22.81	23.95	25.14	26.40	Hourly
	0014*	Lead Scalehouse Technician	40,989.31	43,026.05	45,168.86	47,438.98	49,815.17	52,297.44	54,912.00	Annual
	0042*	Program Assistant II								
10	0036*	Accounting Specialist	20.69	21.72	22.81	23.95	25.14	26.40	27.72	Hourly
	0005*	Storekeeper	43,026.05	45,168.86	47,438.98	49,815.17	52,297.44	54,907.01	57,657.60	Annual
11	6034*	Property Management Technician	21.72	22.81	23.95	25.14	26.40	27.72	29.11	Hourly
	6036*	Education Specialist I	45,168.86	47,438.98	49,815.17	52,297.44	54,907.01	57,665.09	60,548.80	Annual
	6030	Zoo Registrar								
12	6001*	Accountant I	22.81	23.95	25.14	26.40	27.72	29.11	30.57	Hourly
	6031*	Assistant Visual Communication Designer	47,438.98	49,815.17	52,297.44	54,907.01	57,665.09	60,550.46	63,585.60	Annual
	6016*	GIS Technician								
	0053*	Facilities Maintenance Technician								
	0055*	Landfill & Environmental Technician								
	0052*	Metro Paint Operations Technician								
13	6008*	Administrative Specialist IV	23.95	25.14	26.40	27.72	29.11	30.57	32.10	Hourly
	0331*	Hazardous Waste Technician	49,815.17	52,297.44	54,907.01	57,665.09	60,550.46	63,584.35	66,768.00	Annual
	6018*	Payroll Specialist								
	6024*	Program Assistant III								
	0057*	Technical Specialist I								
14	0016*	Building Service Technician	25.14	26.40	27.72	29.11	30.57	32.11	33.71	Hourly

	6037*	Education Specialist II	52,297.44	54,907.01	57,665.09	60,550.46	63,584.35	66,787.97	70,116.80	Annual
	0059*	Technical Specialist II								
	0058*	Volunteer Coordinator I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Associate Visual Communication Designer								
	0639	Video and Photography Technician								
15	0063*	Metro Paint Operations Specialist	26.40	27.72	29.11	30.57	32.11	33.71	35.39	Hourly
	0043*	Facilities Coordinator	54,907.01	57,665.09	60,550.46	63,584.35	66,787.97	70,118.88	73,611.20	Annual
	6002	Accountant II								
	0062	Systems Administrator I								
	0061	Systems Analyst I								
16	0332*	Hazardous Waste Specialist	27.72	29.11	30.57	32.11	33.71	35.39	37.17	Hourly
	0064*	Landfill & Environmental Specialist	57,665.09	60,550.46	63,584.35	66,787.97	70,118.88	73,619.52	77,313.60	Annual
	0306	Assistant Engineer								
	6009	Assistant GIS Specialist								
	0354	Assistant Regional Planner								
	0343	Assistant Solid Waste Planner								
	6011	Assistant Researcher & Modeler								
	0348	Assistant Transportation Planner								
	0334	Associate Management Analyst								
	0339	Associate Public Affairs Specialist								
	6038	Education Specialist III								
	0056	Records & Information Analyst								
	6033	Senior Visual Communication Designer								
	0065	Volunteer Coordinator II								
17	0067	Systems Administrator II	29.11	30.57	32.11	33.71	35.39	37.17	39.03	Hourly
	0066	Systems Analyst II	60,550.46	63,584.35	66,787.97	70,118.88	73,619.52	77,311.10	81,182.40	Annual
18	6004	Accountant III	30.57	32.11	33.71	35.39	37.17	39.04	40.99	Hourly
	0307	Associate Engineer	63,584.35	66,787.97	70,118.88	73,619.52	77,311.10	81,193.63	85,259.20	Annual
	6013	Associate GIS Specialist								
	6014	Associate Natural Resource Scientist								
	6015	Associate Transportation Modeler								
	0355	Associate Regional Planner								
	0344	Associate Solid Waste Planner								
	6015	Associate Researcher & Modeler								
	0349	Associate Transportation Planner								
	6025	Property Management Specialist								
	0335	Senior Management Analyst								
19	6040	Endocrinology Research Technician	32.11	33.71	35.39	37.17	39.04	40.98	43.04	Hourly
	6017	Investment Coordinator	66,787.97	70,118.88	73,619.52	77,311.10	81,193.63	85,245.89	89,523.20	Annual
	0340	Senior Public Affairs Specialist								
20	0476	Construction Coordinator	33.71	35.39	37.17	39.04	40.98	43.03	45.19	Hourly
	0068	Digital Media Specialist	70,118.88	73,619.52	77,311.10	81,193.63	85,245.89	89,510.30	93,995.20	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0069	Systems Analyst III								
21	6035	Lead Real Estate Negotiator	35.39	37.17	39.04	40.98	43.03	45.19	47.45	Hourly
	0308	Senior Engineer	73,619.52	77,311.10	81,193.63	85,245.89	89,510.30	93,986.88	98,696.00	Annual

	6027	Senior GIS Specialist									
	6028	Senior Natural Resource Scientist									
	0356	Senior Regional Planner									
	0345	Senior Solid Waste Planner									
	6029	Senior Researcher & Modeler									
	0350	Senior Transportation Planner									
	6039	Senior Real Estate Analyst									
22	6021	Principal GIS Specialist	37.17	39.04	40.98	43.03	45.19	47.45	49.82	Hourly	
	6022	Principal Natural Resource Scientist	77,311.10	81,193.63	85,245.89	89,510.30	93,986.88	98,696.83	103,625.60	Annual	
	0357	Principal Regional Planner									
	0346	Principal Solid Waste Planner									
	6023	Principal Researcher & Modeler									
	0351	Principal Transportation Planner									
	0072	Systems Administrator IV									
	0071	Systems Analyst IV									
	0077	Transportation Engineer									

Draft

Exhibit B: Utility Workers Pay Schedule

Pay Range	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
970	Event Custodian	13.96	14.42	14.88	15.34	15.80	16.43	17.09
952	Utility Worker	17.01	17.69	18.40	19.13	19.90	20.70	21.52
849	Utility Maintenance Technician	17.51	18.21	18.93	19.69	20.48	21.30	22.15
941	Utility Grounds Maintenance	18.66	19.41	20.18	20.99	21.83	22.70	23.61
961	Utility Lead	18.54	19.28	20.05	20.86	21.69	22.56	23.46
950	Utility Maintenance	20.59	21.42	22.27	23.16	24.09	25.05	26.06
962	Utility Maintenance Specialist	21.27	22.12	23.00	23.92	24.88	25.88	26.91
972	Utility Maintenance Lead	22.97	23.89	24.84	25.84	26.87	27.94	29.06

Draft

Exhibit C: Temporary Employees Pay Schedule

Pay Range	Job Code	Job Classification	Rate
101	2041	Zoo Program Assistant 1	16.95
102	2331	Hazardous Waste Technicians	18.53
103	2538	Safety/Security Officers	16.68
104	2013	Scale House Technicians	16.68

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Signature Page

FOR METRO:

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

By _____

By _____

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Date: _____

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying the collective bargaining agreement with the American Federation of State, County, and Municipal Employees Local 3580.

Resolution No. 17-27 **Presented by:** Ross Hume, Program Manager, Labor Relations and Employee Engagement

Date: August 2, 2017

Background and Analysis: The Metro-AFSCME Local 3580 collective bargaining agreement represents a contract of the terms and conditions of employment for approximately 340 employees currently represented by Local 3580. Effective upon ratification, employees represented by AFSCME Local 3580-1, representing utility workers, custodial, and maintenance employees at the Oregon Convention Center and Portland Expo Center, and four temporary employee classifications will be represented by AFSCME Local 3580.

The negotiations began on March 14, 2017 and a tentative agreement was reached on July 24, 2017. A vote for union ratification will be held in August 2017.

This resolution is submitted to ratify the contract between AFSCME Local 3580 and MERC/Metro for the period July 1, 2017 through June 30, 2020. This three-year agreement contains the following key economic provisions:

WAGE INCREASES:

- I. Employees Currently Represented by Local 3580
 - i. Employees will receive a negotiated wage increase instead of an annual Consumer Price Index (CPI) adjustment.
 - ii. Effective August 1, 2017, a 2.00% wage increase will be made to the wage schedule.
 - iii. Effective July 1, 2018, a 2.5% wage increase will be made to the wage schedule
 - iv. Effective July 1, 2019, a 2.5% wage increase will be made to the wage schedule.

- II. Employees Currently Represented by Local 3580-1 (Oregon Convention Center and Portland Expo Center)
 - i. A new seven step salary schedule will be implemented effective upon ratification of the agreement. Regular employees will be placed at step 5 of the salary schedule at their current rate of pay.
 - ii. Effective upon ratification, no wage increase will be made to the wage schedule. Employees will receive a one-time payment based on years of service (see Article 15).
 - iii. Effective July 1, 2018, no wage increase will be made to the wage schedule. Employees will be eligible for step advancement based on anniversary date. Anniversary Date will be established as the date of ratification of this agreement.
 - iv. Effective July 1, 2019, a 2.5% wage increase will be made to the wage schedule.

- III. Temporary Employees Currently Represented by Local 3580
 - i. Effective upon ratification, a 2.00% wage increase will be made to the wage schedule.
 - ii. Effective July 1, 2018, a 2.5% wage increase will be made to the wage schedule
 - iii. Effective July 1, 2019, a 2.5% wage increase will be made to the wage schedule.

HEALTH INSURANCE:

- I. Health Insurance Plan Design
 - i. Effective January 1, 2018 plan design will be implemented resulting in cost savings equal to approximately 2%.

VACATION:

- I. Vacation Accrual
 - i. Effective upon ratification, Oregon Convention Center and Portland Expo Center employees will follow the same vacation accrual schedules followed by other AFSCME Local 3580 employees.
 - ii. Part-time employees will be eligible for vacation accrual based on the criteria established in the collective bargaining agreement.

HOLIDAYS:

- I. Holidays
 - i. Effective upon ratification, Oregon Convention Center and Portland Expo Center employees will reduce from 24 hours of personal holiday leave to two (2) days of personal holiday leave.
 - ii. Part-time employees will be eligible for Holiday leave based on the criteria established in the collective bargaining agreement.

MAINTENANCE OF STANDARDS:

- I. Eliminate the maintenance of standards clause that existed in the 3580-1 agreement.

TERMS OF AGREEMENT:

- I. 3 year agreement effective upon ratification of the agreement through June 30, 2020.

SHORT RANGE FISCAL IMPACT: The costs of the collective bargaining agreement are within budgeted amounts.

LONG RANGE FISCAL IMPACT: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

RECOMMENDATION: Staff recommends approval of Resolution 17-27 which states the Metropolitan Exposition and Recreation Commission approves ratification of the contract.