



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

## MSD BOARD OF DIRECTORS

### EXECUTIVE SESSION

July 22, 1977

#### BOARD MEMBERS PRESENT

Raymond L. Miller, Chairman  
Lyle Salquist  
Robert Schumacher  
James Robnett  
Connie McCready  
Sidney Bartels

#### STAFF & ADVISORS IN ATTENDANCE

Dean Gisvold  
Charles Kemper  
Warren Iliff  
Jean Woodman

Under Oregon Statutes 192.660 (1)(a) the Board discussed the employment of A. McKay Rich as Assistant Director to the Zoo Division, and discussed the selection procedure followed in hiring of Mr. Rich.

The Board returned to public session to take action.

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Under Oregon Statutes 192.660 (2)(a) the Board discussed the union contract negotiated with Laborers International Local 483.

The Board returned to public session to take action.

The Executive Session adjourned at 4:40 P.M.

# SUMMARY OF UNION PROPOSALS AND MSD ACTION

UNION PROPOSALS						RECOMMENDED MSD ACTION		
1. Change second shift premium to 5% of the employee's hourly rate.						Reject		
2. Change third shift premium to 10% of the employee hourly rate.						Reject		
3. Apply shift premium to overtime, vacation and sick leave pay.						Reject		
4. All overtime be voluntary.						Reject		
5. Raise maximum compensatory time from 60 to 80 hours.						Reject.		
6. Add: "If a holiday falls on an employee's day off, the first work day following such day off shall be considered the employee's holiday and paid for as such."						Accept		
7. Change vacation schedule.						Accept as follows:		
From			To					
Years	Accrual	Max.	Years	Accrual	Max.	Years	Accrual	Max
	Hrs. per	Leave		Hours				
	Month							
1	3 1/3	40	0-4	6 2/3	80	Entry	3 1/3	40
2-4	6 2/3	80	5-9	10	120	1-4	6 2/3	80
5-14	10	120	10-15	13 1/3	160	5-9	10	120
15-24	13 1/3	160	15-19	16 2/3	200	10-14	11 2/3	140
25 or			20 or			15-19	13 1/3	160
more	16 2/3	200	more	20	240	20-24	15	180
						25 or		
						more	16 2/3	200
8. Allow use of up to 5 days sick leave calendar year for illness in immediate family.						Accept		

UNION PROPOSALS	RECOMMENDED MSD ACTION
9. Change sick leave accumulation to unlimited accumulation.	Reject
10. Full sick leave to be paid upon retirement or termination.	Reject
11. Leave of absence for entire period of pregnancy for female animal keepers.	Accept: see agreement.
12. Change safety shoe allowance to \$35.00	Accept as follows:  <u>Any employee with six (6) months of service or more, working in a position where the Employer require safety shoes, shall be reimbursed, upon proof of purchase, up to \$35.00 annually for the purchase of safety shoes. Purchase of safety shoes shall be on the employee's time.</u>
13. Add:  If the Employer has reason to discuss any disciplinary action or the possibility of any disciplinary action the employees shall be given the option of having a Union Representative present at any such discussion.	Accept  If the Employer has reason to discuss any disciplinary action the employees shall be given the option of having a Union Representative present at any such discussion.
14. <u>Wages - Adjustments</u>	
a. Move Animal Keeper (after one year) from \$6.34 to \$6.60.	Accept:  \$6.34 to \$6.50.
b. Move Senior Animal Keeper (after one year) from \$6.73 to \$6.96.	Accept:  \$6.73 to \$6.90 .
c. Move Typist-Receptionist (also work at entrance gates) after one year from \$3.75 to \$4.25.	Accept:  \$3.75 to \$3.85
15. <u>Wages - General Increase</u> 10% increase for all classifications.	Accept: 6.5% increase for all classification except for Laborer (will stay at \$4.98)

## SUMMARY OF PROPOSED AGREEMENT WITH LOCAL 483

Section 1. Clarification and definition of employee categories: permanent, permanent-seasonal, emergency employment (CETA) and temporary. Clarification that temporary and CETA employees do not automatically become permanent or permanent-seasonal employees.

Section 2. Addition of management rights section.

Section 4.2. Addition of statutory exemption for bonafide religious teachings.

Section 4.3. Addition of a hold harmless agreement for administration of the Union membership provisions.

Section 10.1. Clarification of the seniority sections so that temporary employees do not accrue any seniority rights and permanent seasonal and emergency employment employees accrue limited seniority rights.

Section 10.8. Clarification of promotional opportunities for permanent employees.

Section 10.11. Clarification that job descriptions are limited to duties and responsibilities and do not include qualifications, such as education, experience and skill levels.

Section 12.1. Change to date of hire as the anniversary date for computing years of service for persons hired after ratification.

Section 12.3.3. Clarification that permanent seasonal employees accrue vacation leave on basis actually worked.

Section 13. Change of the health and welfare section to allow coverage after thirty days of employment instead of the present 90 days.

Section 14.1. Clarification that permanent seasonal employees accrue sick leave only for time actually worked.

Section 20. Deletion of provision allowing Union members to honor a picket line so long as essential services are maintained.

Section 21. Clarification that the maintenance of standards provision is limited to working conditions directly related to job performance.

SUMMARY OF PROPOSED AGREEMENT WITH LOCAL 483 - Page Two

Section 24.3. The safety shoe allowance was increased to \$35.00 on an annual basis, but was limited to employees with six months' of service or more in positions where the employer requires safety shoes.

Section 29. The agreement is a two-year agreement until June 30, 1979 with the right to reopen in one year on only the issue of a general wage increase.

Prepared by D. Gisvold  
7/22/77.

DPG:ep

AGREEMENT  
between  
METROPOLITAN SERVICE DISTRICT  
and  
LABORERS INTERNATIONAL UNION, LOCAL 483

This Agreement, made and entered into this \_\_\_\_\_ day of July, 1977, by and between the Metropolitan Service District at Portland, Oregon, its successors and assigns, hereinafter called the "Employer", and Laborers International Union, Local #483, hereinafter called the "Union".

Preamble

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications or mandatory retirement at age 65.

All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

1. Definitions

- 1.1 PERMANENT EMPLOYEE: Any employee who works full time on a yearly basis in a job classification contained in Schedule A.
- 1.2 PERMANENT SEASONAL EMPLOYEE: Any employee whose employment is seasonal and lasts longer than ninety (90) working days in any calendar year, but works less than full time, in a job classification contained in Schedule A, and such employment re-occurs each year.
- 1.3 EMERGENCY EMPLOYMENT EMPLOYEE: Any employee employed fulltime through an emergency public employment program in a job classification in Schedule A. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded.
- 1.4 TEMPORARY EMPLOYEE: Any employee whose period of employment will last no longer than ninety (90) working days in any calendar year. Temporary employees are not entitled to vacation pay, health and welfare, sick leave, and personal holidays. Temporary employees working consecutive years shall not be entitled to accumulate time for purposes of personal holiday or for any other purpose under this Agreement.
- 1.5 SUPERVISOR: The head of one of the Offices or Departments established by the Employer.
- 1.6 Before a temporary or emergency employment employee can become a permanent or permanent seasonal employee, he must go through the same job selection process as any other applicant.

2. Management Rights

The Employer shall have sole responsibility for the management and operation of the Zoo and direction of its work force, except as expressly limited by the terms of this Agreement.

3. Recognition

The Employer recognizes the Union as sole collective bargaining agent for all employees of the Employer in all classifications contained in Schedule A of this Agreement employed by the Employer at the Washington Park Zoo, excluding confidential or administrative employees, and employees whose primary duties consist of security or guard functions, and foremen who are supervisors, as defined in the Oregon Public Employee Collective Bargaining Act (ORS Ch. 243)

4. Union Membership

4.1 All permanent, permanent-seasonal and emergency employment employees who are covered by this Agreement shall, not later than thirty one (31) days from the date of this Agreement or from the date of employment, as the case may be, join and remain members of the Union as a condition of employment for the term hereof, by tender of regular dues and initiation fee, if any. Temporary employees shall not be required to become or remain members of the Union, but as a condition of employment shall pay a monthly fee for each calendar month following the first thirty (30) working days of employment.

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

4.3 The Union will defend and hold harmless the Employer, its Directors, Officers, Administrators and Agents from any liability arising out of the application or administration of the compulsory Union membership provisions of this Agreement.

5. Dues Checkoff

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

6. Standard Day Shift Hours

- 6.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one week.
- 6.2 Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one half ( $\frac{1}{2}$ ) shift. Rest periods shall be scheduled at the middle of each one half ( $\frac{1}{2}$ ) shift whenever feasible.

7. Shifts

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

- 7.1 The day shift is any full shift which begins between 6:00 A.M. to 11:59 A.M.
- 7.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.
- 7.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 P.M. An employee scheduled on the second shift shall receive a twenty cent (20¢) per hour shift differential in addition to his regular hourly rate as set forth in Schedule A.
- 7.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 P.M. and 5:50 A.M. Employees scheduled on the third shift shall receive a shift premium of twenty-five cents (25¢) per hour in addition to the regular hourly rate as set forth in Schedule A.
- 7.5 The shift premium provided for by 7.3 and 7.4 above shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence and shall not be included in an employee's regular hourly rate for purposes of computing overtime or other premium or holiday pay of any kind.

8. Overtime

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



- 8.2 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift shall continue to receive pay at the overtime rate.
- 8.3 An employee who is required to work more than four (4) hours before, or two (2) hours beyond his regular shift shall be allowed a thirty (30) minute lunch period on the Employer's time, to be taken not later than the expiration of such four (4) or two (2) hour overtime period. In the event such employee works for more than four (4) hours, or more than two (2) hours before or beyond such four (4) or two (2) hour overtime period, he shall receive an additional thirty (30) minute lunch period on the Employer's time for each additional four (4) or two (2) hour overtime increment as the case may be.
- 8.4 Lunch periods may be scheduled by the Employer, provided only that no lunch period will be scheduled before three and one half ( $3\frac{1}{2}$ ) or after five (5) hours from the beginning of an employee's shift except in emergency situations. No employee shall be required to take his lunch period later than five (5) hours after the beginning of his shift. In the event it is not possible to allow a lunch period during such five (5) hours, the employee shall receive time and one-half for his one-half ( $\frac{1}{2}$ ) hour lunch period and shall also be allowed a reasonable opportunity to each his lunch on the Employer's time.
- 8.5 It is hereby recognized the necessity of permanent-seasonal railroad employees to remain at their work stations while eating lunch, in order to prevent interruptions of train passenger service. Therefore, the following work schedule and pay will apply for such employees not receiving a scheduled lunch period as provided in 8.4 above.

0 to 4 hours	- 4 hours pay
4 to $5\frac{1}{2}$ hours	- 6 hours pay
$5\frac{1}{2}$ to 6 hours	- $6\frac{3}{4}$ hours pay
6 to $7\frac{1}{4}$ hours	- 8 hours pay
$7\frac{1}{4}$ to 8 hours	- $8\frac{3}{4}$ hours pay

9. Reporting Pay and Minimum Pay

- 9.1 Any permanent and emergency employment employee who is scheduled to report for work on his scheduled shift and who presents himself for work as scheduled, but where work is not available or made available for him, shall be paid at his regular rate for eight (8) hours.
- 9.1.1 9.1 above shall not apply to permanent seasonal or temporary employees whose minimum guarantee shall be four (4) hours.
- 9.2 Any employee called to return to work immediately, or before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of his last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate. However, when any employee is required to work in excess of eight (8) hours in any work day, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half ( $1\frac{1}{2}$ ) only for the time worked in excess of eight (8) hours.
- 9.2.1 If a permanent seasonal Railroad employee is called to work

and circumstances make it unfeasible to operate the trains and the employee is sent home, and then later on this same day is called to return to work, he shall be guaranteed only two (2) hours pay for the second call.

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

## 10. Work Opportunities and Seniority

- 10.1 Permanent-seasonal employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of actual time they are employed. Emergency employment employees shall have seniority only within their own group during their limited term of employment. Temporary employees shall accrue no seniority rights under this Article.
- 10.2 Except as provided in 10.1, in the matter of lay-off and recall of employees, as well as in the matter of promotion, selection of jobs or opportunities to work on new jobs, processes, or a preferred job within the bargaining unit and the selection of work shifts and vacation periods, the Employer shall prefer those employees with the greatest length of service with the Employer in accordance with the following sections.
- 10.2.1 All employees, who transferred to the employment with the Employer from the Portland Zoological Society, seniority dates shall be such dates as their original employment with the Society.
- 10.2.2 If two or more employees were employed in any classification on the same day, seniority shall be determined by their order of hire by the Employer's records.
- 10.3 Seniority of an employee as used in this Agreement shall be based upon his continuous length of employment with the Employer. Seniority shall continue and accumulate during an employee's approved leave of absence or during a lay-off.
- 10.4 The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on July first (1st) of each year and the Employer shall notify the Union by written communication immediately upon any change therein.
- 10.5 Reductions in force shall be accomplished by removing from the classification in which the over-supply exists the junior man in that classification. An employee so removed shall be entitled to work in a lower classification in which he has held permanent status in the order of his seniority in that classification in the Zoo.

- 10.5.1 No lay-offs or reduction to a lower classification shall be executed as long as there are temporary employees, volunteers, or work release employees serving within the affected classifications covered by this Agreement.
- 10.5.2 The Employer shall re-employ laid-off employees on a strict seniority basis for the classification from which the employee was laid off.
- 10.5.3 On re-employment of laid-off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to his last known address. The employee shall have five (5) days to report his intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer, or, as mutually agreed, failure to accept recall to work will terminate any rights for re-employment.
- 10.6 Work unit, as discussed in the following sections, shall be defined as Animal Care unit, Grounds; Maintenance and Railroad unit and Clerical unit.
- 10.7 Vacation selections shall be by classification on the basis of seniority within the work unit in which they are employed:
  - 10.7.1 Each employee will be entitled to exercise his seniority for only one vacation selection each calendar year.
  - 10.7.2 Such selection shall be made between March 1 and April 1 of each year in accordance with the following:
    - 10.7.2.1 Any employee wishing to submit a bid concerning preferred vacation scheduling shall do so in writing not later than April 1.
    - 10.7.2.2 Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved by April 15.
    - 10.7.2.3 In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer by April 15, seniority shall control subject only to the overall staffing needs of the Zoo operation.
- 10.8 For the purposes of this section, a qualified employee is an employee who is qualified by knowledge, skill and experience, and is physically able to perform the job. The parties recognize the desirability of preferring the qualified employee. In the event two or more employees are equally qualified, the employee with the greater length of service shall receive preference. When a vacancy occurs in a permanent job, present employees shall be given the first opportunity on the following basis:
  - 10.8.1 If the vacancy involved is a new job process or a preferred job within a classification first opportunity shall be given to qualified employees in that classification within the work unit where the vacancy occurs.

- 10.8.2 Whenever a vacancy occurs which creates promotional opportunities within the unit, or transfer to a vacancy, qualified employees within the work unit where a promotional opportunity exists shall be given first opportunity to fill such vacancy, and second opportunity to fill promotional opportunity shall be afforded to any qualified employee covered by this Agreement.
- 10.8.3 An employee filling a promotional opportunity or filling a vacancy shall work the work schedule specified for such job.
- 10.8.4 Promoted employees shall serve a ninety (90) working day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of thirty (30), sixty (60) and eighty-five (85) working days of his probationary period.
- 10.8.5 Any employee who is promoted and fails to qualify for the new position shall be returned to his former classification with all rights and conditions of employment he had in his former classification.
- 10.8.6 Within ninety (90) days of promotion, any employee may elect to return to his former classification with no loss of rights and conditions of employment; provided a vacancy exists in the employee's former classification within six months of the promotion.
- 10.9 All vacancies which create job opportunities within the bargaining unit under Article 10 shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made no later than the eighth (8th) working day after the first day of posting.
  - 10.9.1 The assignment will normally be made within seven (7) working days after the bid is closed. The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any senior applicants, the Employer shall submit in writing to applicants concerned the reasons for the choice with a copy to the Union.
- 10.10 Whenever a vacancy occurs in any regular job, the Employer may temporarily fill it by appointment. Seniority and qualifications shall be the governing factor in such appointments. Employees on temporary assignments shall retain their seniority in their permanent job classification. Temporary appointments shall not exceed ninety (90) working days.
  - 10.10.1 The Employer shall pay an employee assigned to a higher classification the rate for that classification as provided in Schedule A on the following basis:

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

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

10.11 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Executive Director and available for inspection. It is agreed, however, that if the Employer or the Union wish additions or modifications to such descriptions that both parties shall meet and discuss such changes and arrive at a mutual agreement as to any changes.

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

## 11. Holidays

11.1 The following holidays shall be recognized and observed as guaranteed paid holidays:

11.1.1 New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and every day appointed by the President or the Governor of the State of Oregon, as a holiday. After completion of six (6) months' service, each employee covered by the terms of this Agreement shall have two (2) personal holidays per calendar year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor.

11.1.2 A permanent-seasonal employee shall be entitled to receive personal holiday pay only upon completion of six (6) consecutive calendar months in which such employee works eighty (80) hours or more per month.

11.2 Whenever one of the above-listed holidays falls on Saturday, the Friday before or the Monday following said holiday shall be considered as a holiday and paid for as such. The Employer shall have the option to schedule employees off for that holiday on either of such days in accordance with operational needs. As to any employee who is not given either the preceding Friday or the following Monday off as a holiday, the preceding Friday shall be deemed the holiday. Notwithstanding the foregoing, those jobs which operate seven (7) days per week and/or twenty-four (24) hours per day will observe Christmas on December 25, New Year's on January 1, and Independence Day on July 4th.

- 11.3 Whenever a holiday falls on Sunday, the following Monday shall be deemed a holiday and paid for as such. Whenever a holiday falls on an employee's regularly scheduled day off, the first work day following such day off shall be considered a holiday and paid for as such.
- 11.4 Eligible employees shall receive eight (8) hours pay for each of the holidays set forth above on which they perform no work. In addition to an employee's holiday pay he shall be paid the overtime rate for any holiday he is required to work. However, if an employee is regularly scheduled to work on a holiday, he will be permitted to defer the holiday with pay until a later date. An employee under this section can accumulate no more than five (5) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the calendar year it accrues.
- 11.4.1 An eligible employee shall be any employee who has been an employee of the Employer at least ten (10) days prior to the holiday.
- 11.4.2 No employee shall receive holiday pay if the employee is absent on his scheduled work day either immediately preceding or immediately following the holiday, unless he was on pay status for the entire such day before and day after, or unless he has previously applied to his supervisor in writing for permission to be so absent and such written request has been approved by the Director. However, in emergency situations where an employee is unable to procure prior approval for such absence he may submit a written request for holiday pay, stating the reason for his absence, to the Director. If the Director considers the reason for the absence excusable, the holiday pay shall be paid. Should the Director either question the validity of the request or consider the reason for the absence insufficient cause for being absent, he shall contact the Union, discuss the case with them, and together shall render a decision. The deliberation and decision shall be based upon both the following considerations:
- 11.4.2.1 Whether the absence would have been granted had prior approval been sought, and in addition,
- 11.4.2.2 Whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.
- 11.4.3 If a holiday is observed during an employee's vacation period, he may have his vacation lengthened (either before or after) for one day with pay or he may choose a deferred holiday with pay.

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

## 12. Vacations

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

- 12.1 Annual vacation leave for employees shall be computed on the basis of time actually served during each calendar year. The rate that annual vacation leave accrues shall depend on the number of years of total service for the Employer, whether or not total service was broken. If in a calendar year an employee will have attained the following number of years of total service, then on January 1 of that year his annual vacation leave shall accrue at the following rates, provided, however, that for employees hired after the ratification of this Agreement their anniversary date for the purpose of accruing annual vacation leave shall be their date of hire.

<u>Total Years of Service</u>	<u>Accrual Rate per Month Served</u>	<u>Vacation Leave per Year</u>
0 - 1 Entry	3-1/3 hours	40 hours
1 through 4	6-2/3 hours	80 hours
5 through 9	10 hours	120 hours
10 through 14	11-2/3 hours	140 hours
15 through 19	13-1/3 hours	160 hours
20 through 24	15 hours	180 hours
25 years or more	16-2/3 hours	200 hours

- 12.2 An employee's vacation is deemed earned as of December 31 of each year. If he has served less than a full year as of that date, he shall accrue a proportional part of the annual vacation leave, computed to the nearest hour, and based upon the amount of time he actually served.

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

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

12.3.2 Includes absence because of an on-the-job injury up to one (1) year.

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

- 12.4 Employees shall continue to earn vacation credit for:

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

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

12.4.3 Any authorized personal leave of absence not to exceed thirty (30) days.

12.5 Accumulated vacation equivalent to the annual vacation earned by the employee in the preceding calendar year can be carried over for one (1) year.

12.6 Whenever an employee with more than six (6) months' service is laid off or terminated, his vacation time shall be pro-rated and paid for as such.

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

12.8 "Vacation leave per year", as set forth in the third column of Section 12.1, merely constitutes maximum vacation pay under the Agreement.

### 13. Health and Welfare

13.1 The Employer shall pay into the Oregon Laborers-Employers Trust Fund on behalf of each permanent and emergency employment employee who works eighty (80) hours or more per month, the required monthly premium under the Health Maintenance Medical Plan. New employees who work eighty (80) hours or more by the twentieth (20th) day of a month, will be eligible to use their health and welfare the first (1st) of the following month. Such sum shall be applied to purchase monthly medical, psychiatric, dental, eye care, insurance and sick leave benefits under such Fund for each eligible employee and his or her eligible dependents in accordance with the Health Maintenance Medical Plan of the Fund. Payments shall be submitted each month on behalf of eligible employees and dependents for the preceding month to Oregon Laborers Trust Funds, 737 NW 21st Avenue, Portland, Oregon 97209, the administrators of the Fund. The parties recognize the administrative desirability of a single health and life insurance program for all employees. Employees of the Employer who are outside the bargaining unit covered by this Agreement may, at Employer option, be covered by such insurance on the same terms as specified above under uniform rules of eligibility and qualification as specified in the applicable plan. Permanent seasonal employees, after they have worked ninety (90) working days and work eighty (80) hours or more per month, will be provided health and welfare coverage.

13.2 Any eligible employee who does not work the required eighty (80) hours per month during the preceding month shall have the option to self pay, by payroll deduction or by direct payment. Payroll deduction shall be contingent upon and operative only in the event an employee works a sufficient number of hours during a subject month to cover the required payment.

13.3 Temporary employees are not eligible for health and welfare coverage.

### 14. Sick Leave

14.1 Employees shall earn sick leave at the rate of four (4) hours per bi-weekly payroll period; provided, permanent-seasonal employees shall



earn sick leave at the rate of four (4) hours for each eighty (80) hours worked. Qualified employees shall be eligible for use of earned sick leave after ninety (90) working days' service with the Employer. An employee shall be entitled to use a maximum of four (4) consecutive calendar days' sick leave without a doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days' sick leave without a doctor's certificate. If an employee is on sick leave prior to his regular weekly scheduled days off and reports to work the first work day following such scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. Pregnancy shall be considered an illness for the purpose of this article. Employees may accumulate sick leave to a maximum of 1,440 hours. Employees may use up to five (5) days in any calendar year for illness in his immediate family; (Immediate family means spouse, children, father, mother), if supported by a statement from the attending physician. Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline including furnishing a doctor's certificate for each day of illness.

- 14.2 Upon application, supported by a statement of the attending physician, a leave of absence will be granted without pay for a period not to exceed one (1) year in cases of pregnancy, personal illness and physical disability. Any employee requesting such a leave shall file such request in writing with the Director and attach thereto a statement of the attending physician. Such leave shall also be granted for critical illness in the immediate family if supported by a statement of the attending physician and by proof that the illness requires the employee's attendance. Employees upon ceasing work, shall use such vacation and sick leave as may have been earned, except that such vacation time must have been regularly available to him or to her during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the employee ceases work. The leave of absence without pay shall commence immediately, or if used, upon exhaustion of earned sick leave and vacation. After a leave of absence of ninety (90) working days or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, he/she shall be placed on the appropriate laid-off list in accordance with their seniority. Pregnant employees who continue to work after knowledge of their pregnancy shall sign a release of liability in favor of the Employer concerning possible harm to the fetus from animal related diseases.
- 14.3 Temporary employees shall accrue no sick leave benefits under this Article.
- 14.4 Sick pay is provided in a specified amount per week as of the execution of this Agreement, as a consequence and as a part of the Health and Welfare coverage provided under Article 13 of this Agreement. It is mutually agreed that there will be no duplication of sick leave benefits paid by the Oregon Laborers-Employers Trust Fund and sick leave provided under this Agreement. As a consequence, any such leave benefits

paid by the Oregon Laborers-Employers Trust Fund shall be credited against any sick leave payments which would otherwise be payable by the Employer under this Article 14 and shall not be payable by the Employer. Any sick leave payments from the Health and Welfare Fund with which the Employer is credited shall not be charged against the employee's accumulated sick leave under Section 14.1 of this Article 14.

14.5 During an absence due to an industrial accident which has been accepted by the State Accident Insurance Fund, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer in an amount equal to the difference between his daily base rate of pay and the amount received from the Fund per day. The employee shall receive such an income supplement for as many days as he had accrued sick leave on the day of the accident.

14.5.1 On an employee's date of hire, he shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury and shall be used prior to the supplement outlined in 14.5 above.

14.5.2 Payments made by the Employer under sub-sections 14.5 and 14.5.1 above, shall not be charged to accrued sick leave.

14.5.3 If an employee exhausts all benefits in 14.5 and 14.5.1 above, and remains employed with M.S.D., the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing he was eligible for MSD-paid benefits at the time of the accident.

14.6 The Employer agrees to convert sick leave pay, upon retirement, to a P.E.R.S. Supplement, as contemplated by ORS 237.153.

14.7 The Employer agrees to convert sick leave pay, upon retirement, for those employees covered under the Employer's private retirement program on the same basis as those employees under P.E.R.S.

## 15. Funeral Leave

15.1 An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law shall be allowed not to exceed two (2) days' time off duty without deduction of pay on account of such absence.

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

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

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

16. Jury Duty

- 16.1 All employees shall be granted leave with pay and without loss of any benefits of his employment, to serve as a juror or witness in response to a subpoena or similar service issued out of a State or Federal court, subject to the following provisions:
- 16.1.1 The employee granted such leave shall pay all money received for his service as juror or witness to the Employer, less any travel allowance received.
- 16.1.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation day, and such day cannot reasonably be rescheduled, he may retain the fee paid for service as a juror or witness on his day off or vacation day.
- 16.1.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in his work shift, he shall notify his supervisor and shall report to work the remainder of his shift if his supervisor requests him to do so. For the purpose of this Article, the employee shall be considered as working the day shift.

17. Safety-Sanitation

- 17.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the Employer when discipline is reasonably required in the case of safety regulation violations.
- 17.2 The Union will encourage their members to work in a safe manner. To that end, a safety committee shall be established. The committee shall be composed of five (5) representatives; two (2) representatives designated by the Employer, two (2) by the Union, and a fifth (5th) picked by the four (4) representatives, which committee shall assist, make recommendations to and cooperate with the safety man of the Employer. The employees designated for this committee shall be employees who have knowledge of practices of the operations and who have worked for the Employer a minimum of one (1) year. The functions of such committee shall be advisory only. The committee shall meet once a month with minutes of the meeting prepared by management and a copy thereof furnished to the Union. Committee members shall serve a term of one (1) year or until replaced.
- 17.2.1 Each month each supervisor shall hold a safety meeting with his crew. The supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on his crew.
- 17.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.
- 17.4 No employee shall be allowed to operate any vehicle or machinery which does not comply with the Safety Codes or the laws of the State of Oregon.

17.4.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical reasons, the Employer shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

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

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

17.7 Any condition which the Union believes a violation of reasonable sanitation practices may be taken up through the grievance procedure under Article 27.

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

17.9 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the safety committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.

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

18. Union Representative

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

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

18.3 The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Section 27.1.2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

19. Payday

Payday shall be bi-weekly and in no case shall more than six (6) days' pay be held back. Employees shall be paid prior to the end of their assigned shift.

20. Strikes & Lockouts Barred

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

21. Maintenance of Standards

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

22. Wage Scales

Wages shall be paid in accordance with the provisions of Schedule A attached hereto.

23. Tools

The Employer shall furnish replacements of tools stolen, lost or broken on the job to any employee who is required to furnish tools to carry on his trade for the Employer.

24. Clothing

24.1 Where the Employer now furnishes and launders working clothing for employees in their various operations, such practices shall continue.

24.2 The Employer will furnish raincoats and pants in those cases where the nature of the work requires employees to work in inclement weather.

24.3 Any employee with six (6) months of service or more, working in a position where the Employer requires safety shoes, shall be reimbursed upon proof of purchase, up to \$35.00 annually for the purchase of safety shoes. Purchase of safety shoes shall be on the employee's time.

25. Union Bulletin Boards

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

26. Discipline and Discharge

26.1 Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, demotion, suspension or discharge in writing.

- 26.1.1 Disciplinary action may be imposed upon any employee only for failing to fulfill his responsibilities as an employee or for conduct inconsistent with the well-being, health, or safety of zoo animals. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 26.2 The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the nature of the offense for which the employee is being discharged, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee.
- 26.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 27.1.2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.
- 26.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by an arbitrator under the grievance procedure hereinafter set forth.
- 26.3 The first ninety (90) working days of an employee's employment shall constitute a probationary period. During the probationary period an employee may be terminated for any reason without recourse under the grievance and arbitration procedures of this Agreement.
- 26.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.

27. Grievances, Complaints and Arbitration

- 27.1 A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Grievances shall be processed in the following manner:
- 27.1.1. Any employee with a grievance (claiming a breach of any provision of this Agreement) shall refer the matter to his supervisor within five (5) working days of the date upon which the alleged grievance occurred. The employee may be accompanied by a Union Representative in any discussion following such reference to the supervisor. The Union may take up any grievance with or without the consent of the employee.

- 27.1.2 If the matter is not settled within five (5) working days of reference to the supervisor, the matter may be referred to the Director, provided that such reference shall be in writing, shall state the nature of the grievance, the section of the contract allegedly violated, and the remedy requested, and shall be presented to the Director, or his designated representative within ten (10) working days of the expiration of the five (5) day period for settlement with the supervisor. The Director and such assistants as he may select shall meet promptly to attempt to settle such grievance with the grievance committee of the Union.
- 27.1.3 Should the grievance committee and the Director fail to effect a settlement of the dispute within ten (10) days of its submission to the Director, the Union shall have the right to submit the grievance in writing to the Executive Committee, provided that such submission shall be within twenty (20) days from the date of submission to the Director.
- 27.1.4 Should the parties fail to settle the dispute with the Executive Committee within two (2) weeks from the date of submission to them, the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Executive Committee of its decision in writing within twenty-one (21) calendar days from the date upon which the grievance was submitted to the Executive Committee. After the grievance has been so submitted, the parties or their representatives shall jointly request the Federal Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select or, if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- 27.2 The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. His decision shall be within the scope and terms of this Agreement and in writing.
- 27.3 The Employer and the Union shall divide equally and pay the arbitrator's fee, the cost of any hearing room and cost of a shorthand reporter if requested by the arbitrator. All other expenses shall be paid by the party incurring them.

## 28. Saving Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part

or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

29. Termination - Re-opening

- 29.1 This Agreement shall be in full force and effect from July 1, 1977, until June 30, 1979, and it shall cease and expire on that date.
- 29.2 The Union may, by giving at least sixty (60) days written notice to the Employer, but not more than ninety (90) days before termination, re-open this Agreement for the purpose of negotiating all or part of this Agreement.
- 29.3 This Agreement may be re-opened as of July 1, 1978, on the issue of general wage increases only by giving at least sixty (60) days written notice, but not more than ninety (90) days prior to July 1, 1978. Should the right of interim opening be exercised, the parties shall have all the rights relating to their negotiations which they would have if this contract were fully terminated.
- 29.4 If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate such proposed changes without unnecessary delay.

LABORERS INTERNATIONAL UNION, LOCAL #483 . METROPOLITAN SERVICE DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# SCHEDULE A

## Rates and Classifications - Effective July 1, 1977

<u>Job Title</u>	<u>Entrance Rate</u>	<u>After Six Months</u>	<u>After One Year</u>
Master Mechanic	7.74		8.66
Maintenance Mechanic	7.53		7.75
Maintenance Worker III	6.62	6.93	7.41
Maintenance Worker II	6.21	6.52	7.03
Maintenance Worker I	5.68	6.10	6.32
Station Master	5.50	5.67	5.88
Senior Animal Keeper	7.35		
Animal Keeper	5.92		6.92
Senior Gardener	7.15	7.50	7.97
Gardener II	6.21		7.03
Gardener I	5.68	6.10	6.32
Clerk-Steno	4.65	4.97	5.28
Clerk	4.32	4.63	4.90
Typist-Receptionist	3.66	3.84	4.10
Laborer (90 working days)	4.98		

The classification Engineer-Railroad is deleted and is now covered under Maintenance Worker III.