

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE 2021-)	RESOLUTION NO. 21-5193
2025 COLLECTIVE BARGAINING)	
AGREEMENT BETWEEN AFSCME 3580 AND)	Introduced by Marissa Madrigal, Chief
METRO.)	Operating Officer, in concurrence with
)	Council Lynn Peterson

WHEREAS, Metro’s designated representatives for labor relations have negotiated in good faith with AFSCME Local 3580 (“the Union”); and

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

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

WHEREAS, Metro’s designated representatives recommend and support ratification by the Council;

Now Therefore

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

ADOPTED by the Metro Council this 8th day of July, 2021.

Shirley Craddick

 Shirley Craddick, Deputy Council President

Approved as to Form:

Carrie MacLaren

 Carrie MacLaren, Metro Attorney

Collective Bargaining Agreement

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

July 1, 2021 to June 30, 2025



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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 the Employer 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 Employer's 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 or expression, sexual orientation, veteran status, disability, political affiliation, genetic information, criminal record that has been expunged, 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:

Article 2: Recognition

Section 2.1

Employer recognizes the Union as the exclusive bargaining representative of all regular and limited duration status employees, and variable hour employees, including:

- Variable hour status employees in these classifications:
 - Program Assistant[s] 1 at the Zoo and Recycling Information Center,
 - Hazardous Waste Technicians
 - Safety/Security Officers
 - Scalehouse Technicians
 - Traffic Control/Load Inspectors I
 - Metro Paint Operations Technicians, and
 - Administrative Specialists I at Oregon Convention Center and Portland Expo Center;
- All full-time or part-time personnel at the Oregon Convention Center, Portland Expo Center and Portland's Centers for the Arts that are listed in pay schedules for AFSCME represented positions at the time of contract ratification. But excluding:
- Other variable hour 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.

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 the employee's appointment or hire, and has been employed by the Employer 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

Variable hour employees are not included in the bargaining unit except as stated in Section 2.1. Variable hour 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. Variable hour 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.

Variable hour 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.

Article 3: Management Rights

The Employer shall have and retain the sole responsibility for the management and operation of all Employer's functions and direction and control of its workforce, 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:

- Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments;
- Planning, directing, controlling and determining the operations or services to be conducted by employees;
- Determining the methods, means, number of personnel needed to carry out any department's mission;
- Directing the work force and issuing or changing work orders and rules.
- Hiring and assigning or transferring employees within or between departments;
- Promoting, suspending, disciplining or discharging, consistent with this Agreement;

- Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- 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
- Introducing new or improved methods, equipment or facilities.
- Completing performance evaluations of employees as required.
- 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

Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about union membership and payroll deduction. The Employer agrees to direct to the Union, all communications from employees regarding union membership or union payroll deduction.

Section 4.2 Holder of Record

During the life of this Agreement and to the extent possible, the Union will notify the Employer within 30 days of receipt of notice to the Union of individuals who have authorized, or discontinued, authorizations for deductions to the Union.

Section 4.3 Dues Checkoff

The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified in this Article.

The Employer shall deduct from the paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to AFSCME Council 75. The Employer agrees to remit the aggregate deductions together with an itemized statement to AFSCME Council 75 and the Union's designated person(s), on a bi-weekly basis. The itemized statement will be provided electronically in an MS Excel, comma separated value, data interchange format, symbolic link format, tab delimited or space delimited file; and shall include: the employee name, employee identification number, regular hourly wage, wages earned during the relevant period, the pay period dates from which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld if any and the pay period from which they were withheld.

4.3.1 PEOPLE and Other Deductions

The Employer agrees to make employee authorized payroll deductions to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee. Employee authorizations must be in writing and specify an amount to be deducted per pay period.

The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee identification number and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

All PEOPLE Contributions shall be voluntary and may be revoked at any time upon written notice to the Union and the Employer. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

Section 4.4 Timely Deductions

The Union will provide new authorizations or changes in authorizations for employee Union deductions to the Employer by email. The Employer agrees to process payroll deduction authorizations or changes from the next issued paycheck for the previous applicable pay period.

Section 4.5 Quarterly Reconciliation Report

The Employer agrees to run a report comparing the full list of all represented bargaining unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This report shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

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 it as a specific AFSCME posting area

- Metro Regional Center: Six (6) locations to be determined upon mutual agreement between Employer and the Union.
- South and Central Scalehouses
- South and Central Hazardous Waste Facilities
- Metro Paint
- St. Johns Landfill
- Oregon Zoo (Two separate bulletin boards)
- Oregon Convention Center (Two separate bulletin boards)
- Portland Expo Center (Two separate bulletin boards)
- Portland's 5 Centers for the Arts

Employer and Union will work together to provide bulletin boards at any new work locations.

Section 4.7 Union Access and Representatives

The Employer agrees that representatives of the Union, whether local union representatives, Council representatives, or International Union representatives, shall have access to the premises of the Employer to conduct Union business. The Union shall appoint and certify the names of shop stewards to Employer and regularly provide a list of these designated representatives to the Employer.

The Union shall be permitted to meet with employees during scheduled work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

Union representatives shall be subject to normal building security and safety requirements. Such visits shall not cause the employees to neglect their work or interfere with building activities or events in progress.

The Union shall have the right to use the Employer's facilities to conduct Union meetings, based on availability and with at least twenty-four (24) hours' notice. The Employer agrees to allow the Union to use non-fee facilities without charge to the Union. The Union agrees to pay Employer fees, consistent with those applicable to the Employer, for the use of fee-based venue spaces for meetings.

Section 4.8 In-House Mail System, Email Communication and Storage

4.8.1 Email communications

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

Notifying AFSCME represented employees of meetings and scheduling meetings (date, time, place and agenda); and

Scheduling meetings among Union officers, stewards, other representatives and/or members (date, time, place, and agenda).

Union related communications including, but not limited to: New member orientation, collective bargaining, grievance or other dispute investigations, or governance of the Union.

Email communications may not be used to distribute information regarding election campaign material for or against any person or organization.

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 Union related calendar appointments.

All Employer systems (including computer, network, and email) are provided for business purposes and are subject to Employer's acceptable use policy and may be subject to public records requests.

4.8.2 In house mail system

The Union is authorized to use the Employer's in-house mail system. The Employer shall not be responsible for the delays in delivery (if they occur) for such materials, and this authorization for the Union to use the mail system shall be permitted only so long as no Employer postage or non-reusable supplies are used.

4.8.3 Storage

Employer shall provide Union an area to store supplies and records, provided that, in Employer's sole discretion, such space is available. It shall be the Union's responsibility to maintain inventory of and/or provide security for such supplies and records. Union shall comply with building's security requirements for securing access to storage.

The Union will hold the Employer harmless for any loss or damage to items contained in storage on Employer's premises.

In the event that the Employer needs to reoccupy such storage space, reasonable advance notice shall be given to the Union.

Section 4.9 Notification and Reporting of Employee Information

4.9.1 New Employee, Contact Information and Employment Status Change

Each week, Employer will provide the Union a report containing the following information for each employee in the bargaining unit:

- Employee name;
- Employee identification number;
- Worksite and Department;
- Date of hire;
- Employment status change such as leave of absence, separation, retirement or position change;
- Classification;
- Contact information or change of information such as cellular, home and work telephone numbers; personal and work electronic mail addresses; and home or personal mailing address, if available and/or provided by the employee.

4.9.2 Variable hour employee reporting

By the first work day of each month, Employer shall provide the Union a report(s) containing the following information:

- a) A report containing any variable hour employees who have newly begun working within the last month.
- b) A reporting of total hours worked for the fiscal year for each variable hour employee in the bargaining unit that includes Employee name, Employee identification number, classification and worksite or department.
- c) A reporting of total hours worked within that fiscal year for all non-represented AFSCME classifications working in a variable hour status that includes Employee name, Employee identification number, classification and worksite or department.

4.9.3 Demographic Information

Upon request, the Employer will electronically provide, demographic information of employees in the Union's bargaining unit collected by the Employer, including but not limited to: age, gender, and race. Such information of non-bargaining unit Employees must be requested through Employer's record request process.

Section 4.10 New Employee Union Orientation

Within thirty (30) days of employment, new employees and a Union Steward or designee will be granted at least thirty (30) minutes but no more than one hundred twenty (120) minutes of paid time for introductions and to welcome the new employee. Such formal orientation may be conducted in conjunction with the Employer's new employee orientation and the Union will be notified at least ten (10) days in advance of the Employer's new employee orientation. If no such orientation is conducted, or the employee is unable to attend such orientation, within the first thirty (30) days of employment, the formal Union orientation will occur on an individual basis during both employees' scheduled work day within ninety (90) days. The meeting will not cause the employee to neglect their work or interfere with building activities or events in progress.

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 scheduled work days, for those current AFSCME 3580 employees who serve on the Union bargaining team. Additional paid time may be granted by mutual agreement of the parties. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining. The parties recognize that bargaining may occur outside of scheduled work hours. Designated representatives who attend a bargaining session outside of scheduled work hours shall be permitted to flex their work hours on the day of the bargaining session in order to attend the bargaining session on paid work time. Bargaining time shall include time spent in preparation for bargaining, at the bargaining table, and in caucus.

Section 4.12 Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer, or person acting on behalf of the Employer, for the purpose of complying with the provisions of this Article.

Section 4.13 Union Activities

The Employer shall allow designated Union representatives a reasonable amount of time to engage in the following activities during work hours and at the Employer's facilities, without loss of compensation or benefits:

- a) Investigate and process grievances and other workplace-related complaints;
- b) Attend investigatory meetings, hearings, and other due process proceedings;
- c) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d) Engage in collective bargaining;

- e) Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the Employer and the Union to discuss employment relations;
- f) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees outlined in Section 4.10 of this Article.
- g) Testify in a legal proceeding in which the designated Union representative has been subpoenaed as a witness.

For purposes of this Article, “designated representatives” shall include Union executive board officers, building or site representatives, stewards and their designees.

A non-employee Union Representative shall be permitted access to the Employer’s facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives. Barring emergencies, a non-employee representative shall give 24-hour prior notice to the Employer of the visit. The non-employee Union Representative shall comply with all safety and security rules while at the facility.

The Employer shall not reduce a designated representative’s work hours to accommodate the designated representative’s performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours within the FLSA workweek. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent in these activities nor apply towards the calculation of such time.

Union members performing Union activity as defined in Article 4 will record time spent on activities in the Employer’s electronic timekeeping system.

4.13 Release Time

4.13.1 Unpaid Release Time

Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions, not to exceed and twenty (20) working days per fiscal year per employee. The employees’ time off will not interfere with the operating needs of the Employer. The employees may use accrued compensatory time, personal holiday, vacation leave, or leave without pay. Employees shall provide their immediate supervisor with at least five (5) working days written notice of the need to perform the activities listed above prior to the time at which the activities will be performed. Employee requests shall not be unreasonably denied and approval of release time may be contingent upon the ability of the Employer to maintain operations or other business needs.

4.13.2 Temporary Employment with the Union

Upon request of the Union, the Employer shall grant leave with pay for temporary employment with the Union for the duration specified by the Union. Temporary employment for the purposes of this article shall be defined as an official position with the union which is not more than one (1) year in duration. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The employee released under this Section shall receive full retirement credit for the entire duration of the release time. The employee will have the right to return to the same classification. The period of leave will not impact the employee's seniority date.

In the event an employee desires to return to the Employer prior to the anticipated end of the release time, the employee must provide the Employer with written notice of this intention no later than thirty (30) calendar days from the requested date of return.

4.13.2.1

There shall be no more than one (1) employee on temporary employment with the Union, as defined by Article 4.13.2, at any given time.

4.13.3 Reimbursed Release Time

The Union agrees to reimburse the Employer for the fully burdened costs of positions that a released employee holds as a result of either a) release time activities under 4.13.1, or b) an approved absence for temporary employment with the Union under 4.13.2. and/or c) other release time approved by the Employer.

The Union will provide the Employer's Supervisor and Employer's Human Resources designee with a written request for release time to be used by the Union designee and shall include: employee name, date(s) and number of release time hours. Written requests for release time under Section 4.13.1 shall be received at least five (5) days in advance of the qualifying event.

On a quarterly basis, the Employer will provide the Union with a report identifying the reimbursement costs for release time. Within thirty days of receipt of this report, the Union will reimburse the Employer and the Employer must deposit the payment within thirty days of receipt. In the event the Union fails to make such payment, the Employer may, in its sole discretion, cancel the release time and immediately recall the employee to their Employer position.

In no event will the Employer be liable for any act, omission or injury suffered by the employee while serving as the designated representative of the Union during the release time period. If the Employer is held liable, the Union shall indemnify the Employer and hold the Employer harmless from all liability arising from the act, omission or injury that occurred during the release time period.

During release time as defined in Sections 4.13.1 and 4.13.2, the employee shall not be eligible for Employer's workers' compensation benefits arising out of an injury or illness occurring during release time.

For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary.

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 Employer 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.

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 Monday and end at 12:00 a.m. (midnight) the following Sunday.

6.1.1 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 Employer may initiate an alternate workweek schedule, upon mutual agreement of the Union and Employer.

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 Second or Swing Shift

The second or swing shift for pay purposes shall be defined as any hours worked between 2:00 pm and 9:59 pm. 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).

Section 6.10 Third or Graveyard Shift

The third or graveyard shift for pay purposes shall be defined as any hours worked between 10:00 pm and 5:59 am. 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).

Section 6.11 Differential Payment Across Shifts

The shift differential is paid for the entire shift when the majority of hours worked fall within the shift as defined in Sections 6.9 and 6.10.

Section 6.12 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.

Hazardous Waste Technician, WPES	Program Assistant II, RIC, WPES
Hazardous Waste Specialist, WPES	Landfill and Environmental Technician, WPES
Scalehouse Technician, WPES	Landfill and Environmental Specialist, WPES
Lead Scalehouse Technician, WPES	Traffic Control/Load Inspection Tech I, II, WPES
Metro Paint Operations Technician, WPES	
Metro Paint Operations Specialist, WPES	

Section 6.13 Intermittent language translation and culturally specific knowledge, skills and abilities

An annual stipend of \$1,800, paid \$150 monthly, will be paid to Employees who complete any language translation or review of work products for cultural responsiveness as part of requested work duties but outside of assigned regular duties, for any of the Employer's programs or initiatives. This work shall not include interpretation services that are considered part of the Employer's responsibility to meet requirements for vital services or documents under Title VI.

Any month in which an employee who provides culturally responsive services and/or expertise will qualify for the stipend. Receipt of this stipend does not make employee ineligible for compensation received for participation as part of a Special committee assignments.

Section 6.14 Voluntary time off or temporary reduced schedule

Employees may request to voluntarily and temporarily reduce their work schedule for a period of no more than six months. Requests will be provided in writing and include the proposed hours for the temporary reduction and duration. Employer will respond to requests in writing within thirty (30) days of receipt of request. Employer shall not unreasonably deny a temporary reduced schedule request.

The voluntary reduction in work hours may have an effect on benefits and employees should contact Human Resources in advance of making a final determination to understand the impact of any voluntary reduction on their individual situation. Articles 8.3 and 12.2 regarding proration of benefits shall apply.

There will be no effect on the rate of accrual of vacation, sick leave, and holidays. The following benefit areas may be impacted by voluntary time off under the following circumstances:

- Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.

- Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and/or the corresponding reduced salary may lower the premiums and the benefits derived.
- Retirement: voluntary time off does not impact years of service, but may impact calculation of some retirement benefits.

See Article 35 Variable Hour Employees, for provisions of this article applicable to variable hour employees.

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 "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 for overtime at a rate exceeding time and one-half or to affect a "pyramiding" of overtime.

Section 7.1.1 Flexible schedules and overtime

For non-exempt employees working flexible schedules granted under Article 29, overtime is time over the hours identified in the alternate schedule, unless those hours are less than eight hours in a work day or over forty hours in a single work week.

Section 7.1.2 Assignment of Overtime

The Employer shall give reasonable notice of any overtime to be worked.

Upon request of either party, the Employer and the Union may meet for the purpose of negotiating issues related to the development of methods for the scheduling and distribution of overtime for departments, venues or workgroups. Any proposals agreed to shall be incorporated through a letter of agreement.

7.1.3 Overtime for consecutive days worked at Portland Expo Center

Employees who work 8 or more consecutive days, regardless of workweek, shall begin earning pay at the overtime rate beginning the 8 (eighth) day worked or 64 (sixty-four) hours worked for that consecutive period.

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.

- a) Compensatory 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 Compensatory time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time.
- b) Compensatory 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.

Section 7.3 Bonus Time for Employees

The Employer may, at its sole discretion, award 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. Bonus time can be awarded to exempt and non-exempt employees.

- a) 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.
- b) An employee being awarded bonus time shall receive notice in writing, to include the number of hours awarded and the reason for the award.
- c) 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.
- d) Overtime:

Non-exempt: Bonus time shall not be considered in the calculation of overtime during the FLSA workweek.

Exempt: Exempt employees under FLSA shall not be paid overtime.

Article 8: Holidays

Section 8.1 Recognized Paid Holidays

1. New Year's Day;
2. Martin Luther King Day;
3. President's Day;
4. Memorial Day;
5. Juneteenth;
6. Independence Day;
7. Labor Day;
8. Veterans Day;
9. Thanksgiving Day;
10. Day after Thanksgiving; for those employees whose worksite is Metro Regional Center, and administrative staff at Oregon Convention Center, Portland Expo Center, and Portland 5 Center for the Arts. Employees whose worksite remains open for business on the day after Thanksgiving, upon mutual agreement with their supervisor, may take that day if business operations allow, or defer this holiday consistent with Section 8.6.
11. Christmas Eve; for utility personnel whose worksite is the Oregon Convention Center or Portland Expo Center who do not receive the Day after Thanksgiving as a holiday;
12. Christmas Day;
13. Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. 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.
 - a) Employees hired between January 1 and June 30 of each fiscal year shall be entitled to one (1) such holiday to be used by the end of the fiscal year.
 - b) With the exception of instances provided in item 13.a above, 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 1 through March 31 and April 1 through September 30 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 1 through September 30	New Year's Day Dr. Martin Luther King Jr. Day President's Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day
Oct 1 through March 31	Memorial Day Juneteenth Independence Day Labor Day

8.3.1 Average hours paid per week shall be calculated as follows:

- 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.
- 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.
- 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.

8.3.2 Exempt employees shall receive holiday pay equivalent to their regularly scheduled shift.

8.3.3 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. After six months of employment, a review of hours worked will be conducted to confirm that the employee's budgeted FTE status used to determine pro-rated holiday pay since hire date was accurate. In instances where an employee worked more than the budgeted FTE, the employee shall be provided the difference from forecasted FTE and actual hours worked as deferred holiday leave.

8.3.4 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.

8.3.5 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.

See Article 35 Variable Hour Employees, for provisions of this article applicable to variable hour employees.

Article 9: Vacation

Section 9.1 Vacation Accrual for Employees

Subject to department approval, all bargaining unit 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.	.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 9.2 Existing accrual rates for OCC and Expo

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 9.3 Vacation Leave Approval

Regular and limited duration status employees employed for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or 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 designee. Approval of vacation leave shall be provided in a timely manner.

Section 9.4 Vacation for Probationary Employees

Probationary employees may use accrued vacation. A probationary employee who terminates employment for any reason during the initial probationary period will not be paid for any accrued but unused vacation leave at time of departure.

9.5 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 the Employer 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.

9.6 Vacation Payout at Separation

Any regular employee who resigns, retires, is laid off or dismissed from employment with the Employer 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 both physical and mental 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 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 notify 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 notify 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 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 10.6 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 10.7 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

The Employer shall comply with the Oregon Family Leave Act.

An employee absent from duty due to the death of an immediate family member as defined by the employee shall be allowed time off from 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) will be allowed. If leave is not used immediately following the death of the family member, the employee will provide their manager with reasonable notice of any absences as a result of Section 11.1. and such requests shall not be unreasonably denied.

Employees may attend a funeral ceremony for a fellow employee and receive time off with pay for any regularly scheduled shift to attend such funeral ceremony, subject to the needs of the operation. No overtime shall accrue as a result of participation in this event.

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 the employee's appearance in a court of law. Any jury or witness fees will be endorsed over to the Employer. In the event that an employee is excused from jury duty prior to the end of the employee's daily work shift, the employee shall promptly return to work. Employee's participating in jury duty lasting more than half of their scheduled work day will be compensated for time equal to their scheduled work day.

11.3.1: Employees shall not be eligible for leave with pay under Section 11.3 if the subpoena is for a dispute between the Employer and employee. In instances where the dispute is with the Employer, 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 the employee 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

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 the Employer. 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 coverage and benefits under COBRA. Any and all such extensions of coverage and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Article 12: Health and Welfare

Section 12.1 Joint Labor Management Committee for Health Benefits

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 employee, to serve on the Joint Labor-Management Committee on Health Benefits.

Employer shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to the Employer. The committee shall meet to maintain an ongoing review of health benefit related issues for employees.

A lawful meeting shall be comprised of an equal number of Union and Employer 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 Employer's health insurance programs. Non prorated insurance will be available to employees who work thirty-two (32) hours a week or more.

12.2.1: 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 Employer's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Employer's portion for a full-time employee is \$920. The remaining \$80 is the full-time employee's portion.

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

12.2.2: 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.

12.2.3: 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.

After six months of employment, a review of hours worked will be conducted to confirm that the employee's budgeted FTE status used to determine benefit eligibility was accurate. In instances where an employee worked more than the budgeted FTE, the employee shall be reimbursed for the Employer-paid insurance premium based on the prorated calculation on actual hours worked.

12.2.4: Eligibility will begin the first days of employment for all benefit eligible employees who elect to participate in one of the Employer plans.

12.2.5: All employees (.5 - 1.0 FTE) who have worked for the Employer 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.

12.3.1: 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 the Employer. 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.

12.3.2: Part-time employees in non-benefit eligible positions at the Oregon Convention Center and Portland Expo who have been employed for more than 90 consecutive days in an AFSCME represented position, will be eligible for a healthcare incentive of \$125 in any month they work 80 hours or more. Eligible employees may decline the incentive at any time.

12.3.4 Excise Tax Reopener

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.

12.3.5 Benefit eligibility reopener

For part-time employees working at the Oregon Convention Center and Portland Expo: Should Employer-provided insurance become available at a lower cost, for any reason, than comparable insurance plans through the Affordable Care Act (ACA) or open market, or when plans made available through the ACA and open market become more expensive than Employer-provided plans, the Employer or the Union may reopen this (Health and Welfare) for further negotiations under the expedited bargaining rules.

Section 12.4 Long Term Disability and Accidental Death Dismemberment Insurance

Life Insurance, accidental death and dismemberment, and long term disability coverage 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 the Employer 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.

See Article 35 Variable Hour Employees, for provisions of this article applicable to variable hour employees.

Article 13: Retirement Benefits

Section 13.1 Participation

During the term of this Agreement, all eligible bargaining 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

Effective July 1, 2021, the Employer shall 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, for those who are qualified for PERS, in addition to the required Employer contributions for current employees active on the payroll.

Employer will also provide an opportunity for all AFSCME represented employees to cash out vacation accruals up to 80 hours by December 31, 2021, provided employees retain a minimum 40 hours of vacation accruals in their leave banks.

Section 13.3 Unused Sick Leave

The Employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. 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 13.4 Change to PERS

The Employer shall “pick-up” the 6% employee contribution consistent with Section 13.2. 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%.

In the event that there are changes to PERS that impact a mandatory subject of bargaining that result in a reduction to the contribution to the Individual Account Program (IAP), and a cost savings for the Employer, 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 Classifications and Salary rate

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 the majority of their work hours during a work week, 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 the employee's 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. If an employee reaches their anniversary date during a working out of class assignment, the employee's pay rate will advance one step in their former classification pay range. The employee's working out of class pay will also increase by one step. At the end of the working out of class assignment, the employee will return to their former classification pay range at the step of their anniversary increase.

14.3.1 WPES employees at Metro Central and South

HHW employees who are assigned to work in a higher classification (nonsupervisory) 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 the employee 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, the employee 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 the employee shall be paid at two-hour minimum for the time worked if the employee 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 shall be placed at not less than the next higher step in the new salary range. The next higher step is an increase equal to the next higher rate in the new salary range. Bona fide factors of seniority and experience, as well as any combination of these factors, may allow for step placement greater than the next higher rate in the new salary range.

Upon completion of promotional probation, employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit the Employer 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 the Employer may remove the probationary employee from service. Initial probationary employees may be terminated without recourse to the grievance procedure. The probationary period shall be extended by the number of days an employee is on leave provided such leave exceeds ten (10) work days.

14.6.1 Promotion upon Completion of Probation

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.

14.6.2 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.

14.6.3 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 the 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.

14.6.4 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 be placed on the step of the new salary range closest to the employee’s rate of pay taking into consideration the bona fide factors of seniority and experience as well as any combination of these factors, but shall be no higher than the top step in the salary range of the new classification. 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 but the step and grade will reflect that of the new classification. 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 the employee’s 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 is an increase equal to the next higher rate in the new salary range. Bona fide factors of seniority and experience may allow for step placement greater than the next higher step in the new salary range. Any new rate of pay will be effective the first day of the pay period following the date in which the request was received in Human Resources. Employees sharing the same or substantially similar position descriptions or employees the Employer agrees to treat as a group may file an appeal as a group.

See Article 35 Variable Hour Employees, for provisions of this article applicable to variable hour employees.

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: AFSCME Pay Schedule, Exhibit B Pay Schedule adjustments beginning July 1, 2021, and Exhibit C AFSCME Variable hour employees.

15.1.1: Exhibit A AFSCME Pay Schedule

- Effective upon ratification, but no earlier than the pay period that includes July 1, 2021, employees will receive a wage increase of 1.74%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2022, employees will receive a wage increase of 2.00%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2023, employees will receive a wage increase of 2.50%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.50%.

Employees will keep their current salary eligibility date.

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).

15.1.2: Exhibit B Pay schedule adjustments

Beginning upon ratification, but no earlier than the pay period that includes July 1, 2021, Employees in classifications with an adjustment listed in Exhibit B Pay schedule adjustments shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one step increase.

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 shall be placed at Step 1 of the new range of the salary schedule and advance to Step 2 upon completion of the probationary period outlined in Article 14 Salary Administration.

15.1.3 Exhibit C Variable hour pay schedule

- Effective upon ratification, but no earlier than the pay period that includes July 1, 2021, employees working in a variable hour status in a classification listed in Exhibit C: AFSCME Variable hour pay schedule will receive a wage increase of 1.74%
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2022, employees will receive a wage increase of 2.00%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2023, employees will receive a wage increase of 2.5%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.5%.

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

15.3.1: 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.

15.3.2: 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.

15.3.3: 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.

15.3.4: 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.

15.3.5: 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. Employer 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 16 (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:

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.

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.

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 Employer
 2. Length of continuous service in the job classification
 3. Coin toss
- b) All impacted employees, at least one union representative and one Human Resources representative shall be present at the time of the coin toss.
- c) A union officer or business representative shall toss the coin unless another person is designated by mutual consent of the parties.
- d) The coin shall be tossed in as many rounds as needed to narrow the selection of employees.
 1. Heads shall indicate more seniority, tails shall indicate less.
 2. The coin shall be tossed for each employee individually to determine the level of seniority.

16.5.1 Part-time Employee: Seniority shall be calculated the same as a full-time employee.

16.5.2 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, the employee shall have layoff and seniority rights to the employee's former regular status AFSCME classification based on the employee's 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 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 the employee's 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 the employee 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 supervisory 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 as 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.

Article 17: Discipline and Discharge

Section 17.1 Just Cause

Just cause shall refer to the standard that an Employer must meet to justify discipline or discharge. No regular or limited duration status employee, nor variable hour employee with more than 1040 continuous service hours may be disciplined or discharged without just cause.

The requirements of this article apply to Union represented regular and limited duration status employees who have completed the probationary period outlined in Article 14, as well as variable hour employees with more than 1040 continuous service hours represented by the Union.

Section 17.2 Investigations

Investigations will be conducted in an efficient and timely manner. The Employer will provide a status update to the union upon request.

An employee may be placed on administrative leave with pay when there is a good faith basis, on the information available, to remove them from the worksite pending an investigation. Administrative leave shall not be considered disciplinary.

Section 17.3 Union Representation

The Employer shall notify the Union, in writing, of any investigatory meeting or due process meeting regarding any represented employee. The Employer will work collaboratively with the Union to schedule any such meetings.

No employee shall be denied Union representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions. Employees have the right to decline union representation.

Section 17.4 Discipline

17.4.1: Discipline is a corrective action taken in response to employee misconduct, rule violation, or poor performance. Discipline shall not be arbitrary or capricious. Employer will make use of progressive discipline unless otherwise warranted by the situation.

Disciplinary actions may include but shall not be limited to the following:

- a) Verbal warning
- b) Written reprimand
- c) Suspension without pay
- d) Transfer or Demotion
- e) Termination from Employment

All disciplinary documentation should be presented to the employee for signature and managed in accordance with Article 22: Personnel File.

17.4.2: Non-disciplinary actions may include Counseling or Letter of Expectation.

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communication device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior.

A Letter of Expectation (LOE) is a tool designed to help the employee succeed by formally documenting performance expectations and requirements. It is not disciplinary.

Neither counselings nor LOE's will be documented in the employees personnel file.

Section 17.5 Discharge Appeal Process

Any employee as defined in section 17.1 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 an employee as defined in section 17.1, the union shall be copied on the discharge notice, subject to the provisions in Section 17.3. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.6 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 17.7 Union Notification of Disciplinary Action

When an 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 verbal reprimand, written reprimand, suspension, transfer, demotion, or termination from employment.

Article 18: Safety and Health

Employer agrees to provide a safe and healthful workplace, as required by law. Employer also agrees to provide and maintain all clothing, tools and equipment required by the Employer for use by the employee. (See Article 31)

The Employer 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 Waste Prevention and Environmental Services control
4. All facilities under Parks and Nature Department control.
5. Oregon Convention Center
6. Portland Expo Center
7. Portland's 5 Centers for the Arts

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. Employer 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 the employee's 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 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 19.2 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. The Human Resources Department shall simultaneously receive a copy of the grievance. 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. The Human Resources Department shall simultaneously receive a copy of the grievance.

Section 19.3 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. The Human Resources Department shall simultaneously receive a copy of the grievance.

Section 19.4 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 designee shall respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Chief Operating Officer or 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 19.5 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 19.6 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 19.7 Deadline Extension

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

Article 20: Equal Opportunity

Section 20.1

Employer 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 or expression, sexual orientation, veteran status, disability, political affiliation, genetic information, criminal record that has been expunged, Union activity or any other status protected by law, and in full accordance with Employer's Safe and Inclusive Workplace policies.

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 Employer's Human Resource Department or the online Prohibited Conduct Complaint form. 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 State of Oregon Employment Relations Board.

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

Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Employer's 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 Employer 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:

- Create a conflict of interest with the employee's duties; and
- Prevent the employee from meeting applicable performance standards.

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.

Article 24: Inclement Weather, Unsafe Conditions, and Regional Emergency

Section 24.1 Determination of Inclement Weather, Unsafe Conditions, or Regional Emergency

The Chief Operating Officer or their designee has sole authority to determine facility closure or operations curtailment due to inclement weather, unsafe conditions, or regional emergencies.

Section 24.2 Worksite closures and late openings

- a) If the Employer decides to close, or delay the opening of, a worksite due to inclement weather or other unsafe or emergency conditions, employees will be notified as soon as possible but no less than one hour prior to the start of the shift.
- b) Upon determination by the Chief Operating Officer or their designee that inclement weather, unsafe conditions, or other emergency exists, and such determination results in the decision to open later than regularly scheduled hours or close any of the Employer's work locations and direct non-essential employees home before the end of their normal shift, those employees shall receive pay for their regular scheduled 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 24.3 Employee Determination of Unsafe Travel Conditions

If a worksite is open and an employee reasonably decides that inclement weather, unsafe or emergency conditions make it unsafe to report to their worksite, the employee may use accrued vacation, personal holidays, or unpaid leave for that shift or be authorized to work remotely under Section 24.4 of this Article.

Section 24.4 Remote work under Article 24

The Employer may authorize remote work in the event of an inclement weather event, unsafe condition or regional emergency. Requests from employees to work remotely during such conditions will not be unreasonably denied.

Section 24.5 Essential Personnel reporting

Management shall be responsible for identifying essential personnel for each department and worksite. A current list designated essential personnel including employee name, classification and worksite(s) will be provided to the Union no less than once each year by October 15. Generally, essential personnel includes, but is not limited to, employees required to report to Employer's work locations regardless of facility closure or curtailment of operations.

Employees who are designated as essential personnel or any employees who are required to report to work when their worksite has been closed, or Employer's other worksites within a 1.25 mile radius have been during inclement weather, unsafe conditions or regional emergency 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.

Section 24.6 Dangerous and Excessive Heat Conditions

During periods of excessive heat or high temperatures, Employer will provide employees with resources such as additional personal protective equipment, resources that support maintaining a healthy body temperature such as cooling scarfs and misters, and additional rest periods to maintain employees' well-being.

Section 24.7 Annual Review of Best Practices

The Employer and Union recognize that ongoing scientific discoveries may affect best practices for employee safety regarding weather situations listed in this Section 24.6. Annually, a joint-management labor committee shall meet prior to May 15 of each year to establish best practices for personal protective equipment and alternatives for employees during high or excessive heat events or unhealthy or hazardous air quality.

Section 24.8 Reopener

During the term of this agreement, the Employer and the Union may mutually agree to meet for the purpose of negotiating working conditions impacted by inclement weather, dangerous or emergency conditions. Any proposals agreed to shall be incorporated through a letter of agreement.

See Article 35 Variable Hour Employees, for provisions of this article applicable to temporary employees.

Article 25: Recoupment of Wage and Benefit Overpayments and Underpayments

Section 25.1 Overpayments

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.

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.

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 pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

Article 26: Contracting Out

26.1 Contracting Out of Bargaining Unit Work

In the event the Employer decides to contract out work normally performed by bargaining unit members which would result in a reduction of hours, 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). No language in this article shall be construed as a forfeiture of rights under the Public Employee Collective Bargaining Act (ORS 243).

26.2 Automation of Bargaining Unit Work

The Employer will notify the Union in writing of any intention to automate work of the bargaining unit which may impact employee staffing levels.

If the Employer intends to automate such work, the Employer shall provide the Union with no less than thirty (30) days' notice that it intends to request bids or proposals to automate where the decision would result in displacement of bargaining unit members.

During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-savings and efficiency of operations.

26.3 Effect on Displaced Employees

Any reduction of employees as the result of contracting out or automation will be done through attrition or transfer of affected employees to comparable employment, including placement into vacant positions for which they meet the minimum qualifications or have the ability to meet minimum qualifications through skill development opportunities within six months of appointment to the position, as determined by the supervisor. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.

The Employer's obligation to discuss the effect of contracting out bargaining unit work does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution process concerning the decision or the impact.

26.4 Contracted Work Reporting

The Employer shall provide a report of current executed contracts for professional services to the Union at the end of each quarter.

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Employer, subject only to the limitations of this article, laws in effect at the time of execution and duration of this Agreement.

Article 27: Education and Training

Section 27.1 Training

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, they 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 the employee's Supervisor. Supervisors have the discretion to approve or deny the request.

Section 27.3

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 27.4

The Employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Employer may designate certain trainings as required for all employees or those with specific tasks or assignments.

Section 27.5

The Employer and Union recognize the organization's goal to provide equitable programs and to provide employees a safe and inclusive workplace that is free from discrimination, harassment and bullying. In support of these efforts, the Employer and the Union recognize that racial equity and inclusion trainings are a required investment toward these goals.

Article 28: Job sharing

Employer and Union agreed to remove Article 28 Job Sharing, during successor negotiations for the July 1, 2021 to June 30, 2025 from this Agreement.

Article 29: Flexible Schedules and Remote Work

Section 29.1 Individual Flexible Schedule Requests

A Flexible Schedule is defined as an alternate work schedule for regular full-time employees which accommodates Employer'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 Employer'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 the employee's 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 Employer of the requested schedule. If the Employer approves the flexible work schedule, the employees 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 7 a.m. or after 6 p.m.) meeting or an event on a weekend to represent Employer shall be allowed to take an equal amount of 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.

29.3.1 Waste Prevention 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 before or after regularly scheduled hours shall be allowed to take an equal amount of time off at a later date.

Section 29.4 Remote Work

Remote work is defined as any work arrangement that allows employees to work outside of their primary worksite, usually at home, on a regular basis, at least one day a week. Remote work can be routine, where the remote work is a regular and recurring part of the employee's work schedule, or it can be temporary where the remote work is a short-term work arrangement with a specific term or duration. A department may permit remote work on a routine, or temporary/ ad hoc basis. Remote work arrangements will not impair the Employer's need to meet operating requirements. A remote work arrangement shall be mutually agreed to in writing between the supervisor and the employee.

Section 29.5 Remote Work equipment

Employer will provide standard equipment to employees while they are remote working, whether it is on a temporary or routine basis. Standard equipment generally consists of: chair, monitor, mouse, keyboard, and Employer-issued laptop. Employee will make requests for standard equipment in writing, and Employer will approve requests in writing within thirty (30) days of receipt of the request.

Section 29.6 Employer provided workspace

In cases where the Employer may limit opportunities for in-person work activities to be conducted at worksites, and where the employee does not have an appropriate and/or safe work environment to complete remote work, as deemed by the employee for any reason, a work space will be provided to the employee at the Employer's worksite.

Article 30: CDL Policy

Section 30.1 Applicable Drug and Alcohol Policies and CDL Licenses

In the event that any AFSCME-represented employees are assigned duties which require a Commercial Driver's License (CDL), those employees shall be subject to the CDL Drug and Alcohol Policies required by the Federal Department of Transportation.

Section 30.2 Employer Rights for CDL Determinations

Employer reserves the right to determine the number of positions and employees required to perform duties requiring a CDL. Classifications in which a CDL is required must list that requirement and include such information in recruitment information. Employer will provide the Union with 14 (fourteen) days' notice of their intent to require CDL certification to any AFSCME represented classification.

Section 30.3 Voluntary CDL Licensure and Duties

Employees holding a CDL who are employed in Hazardous Waste, Metro Paint or any other classification that does not require a CDL as a minimum qualification, and at management's determination, perform duties that require a CDL, will receive a premium of \$1.00 per hour.

- a) Employer will allow employees in the appropriate classifications that do not require a CDL as a minimum qualification to submit their interest in performing duties requiring a CDL and that are eligible for a CDL premium. Employer reserves the right to determine the selection process to select employees that have submitted interest.
- b) In the event an employee requests to no longer perform duties requiring a CDL, the employee shall make their request in writing and will be eligible to return to previous duties not requiring a CDL within eight (8) weeks from the date the request is received.
- c) Employer may remove duties requiring a CDL from an employee with twenty-one (21) days advanced notice or immediately in the event an employee is not eligible to hold a CDL. Such duties change is not subject to the grievance procedure. If the reason for the removal of such duties is for performance or conduct, the employee will be afforded a due process meeting.

Section 30.4 Classifications Requiring CDL

Employees required to maintain a CDL as part of their job classification may not request removal from performing associated job duties of the license. Employees who fail to maintain a CDL as required by their job classification may be subject to disciplinary action.

Section 30.5 CDL License and Renewal Costs

Employer shall be responsible for all costs associated with training and licensure for CDL certification. Employees shall receive paid time for hours spent in training, test preparation and exam.

Article 31: Clothing Allowances

Section 31.1 Payment of Clothing Allowance

Employer shall provide employees covered by this Article with a clothing allowance equal to the dollar amount corresponding to their job classification on the first full paycheck on or after August 1 of each year. Employees on Employer's payroll as of August 1 of each year will receive the maximum benefit. Newly hired employees will receive their allowance in their first full paycheck.

Eligibility will start the day of hire; however, should the employee voluntarily leave before completion of their six (6) month probation, money shall be reimbursed to the Employer through payroll deduction, based on the following pro-rated calculation:

- Less than one (1) month of employment: 100%
- One (1) to three (3) months of employment: 75%
- Four (4) to six (6) months of employment: 50%

No reimbursement deduction will occur if departing employee does not have qualifying earnings for their final payroll period or paycheck to cover the cost of the reimbursement.

Employees shall promptly return all Employer's 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.

Employer 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. Clothing options will consider fit, fabric and sizing for various body types. Requests to accommodate specific needs shall not be unreasonably denied. Changes in the uniform rules will be posted with due notice.

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 the Employer. 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.

Nothing in this article shall prevent Employer's 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.

Employer is required to provide personal protective equipment to protect the health and safety of all employees.

Section 31.2 Clothing: Waste Prevention and Environmental Services

A. Waste Prevention and Environmental Services Department (WPES)

Scalehouse Technician	Landfill and Environmental Technician
Lead Scalehouse Technician	Landfill and Environmental Specialist
Hazardous Waste Technician	Metro Paint Operations Technician
Hazardous Waste Specialist	Metro Paint Operations Specialist
Traffic Control/Load Inspection Technician I/II	

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

Employees shall receive an allowance of no more than \$300, as defined in Section 31.1, for the purchase of:

- Pants or shorts
- One (1) belt
- One (1) winter jacket.

Employer will provide the following uniform:

- Five (5) shirts (employee’s choice of long or short sleeve)
- Two (2) sweatshirts.

1. Scalehouse Technician, Lead Scalehouse Technician

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

**2. Hazardous Waste Technician, Hazardous Waste Specialist
Landfill and Environmental Technician, Landfill and Environmental Specialist
Metro Paint Operations Technician, Metro Paint Operations Specialist**

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

3. Traffic Control/Load Inspection Technician I/II

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- One (1) rain hat
- One (1) raincoat
- One (1) pair rain pants or rainproof coveralls.

B. WPES Waste Transfer Station Operations Staff

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

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform: Two (2) shirts with the Metro logo, each 12-month period (employee's choice of long or short sleeve)

C. WPES Solid Waste Support Staff

Administrative Specialists and Program Assistants whose primary job is to support the Solid Waste Operations of WPES shall receive the following:

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

D. WPES Construction Project Management and Engineering Staff

The property management technician and property management specialist, as well as those employees working in the WPES Construction Project Management Office and Engineering Staff who periodically visit construction sites shall receive the following:

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants or shorts.

Employer will provide the following uniform: One (1) coat with Metro logo every 24 months.

E. WPES Inspection Staff

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

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants or shorts

Employer will provide the following uniform:

- Two (2) shirts with Metro logo (employee's choice of long or short sleeve)
- One (1) coat with Metro logo every 24 months.

Section 31.3 Clothing: Parks and Nature

A. Parks and Nature Real Estate Staff

The Facilities Maintenance Technician, Senior Real Estate Analyst, Construction Project Manager, Program Coordinator I/II and Program Manager who periodically visit property and construction sites shall be provided with:

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants.

Employer will provide the following uniform:

- Two (2) shirts with Metro logo each 12-month period (employee's choice of long or short sleeve)
- 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.

B. 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:

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- Two (2) shirts with Metro logo each 12-month period (employee's choice of long or short sleeve)
- One (1) winter coat with Metro logo every 24-month period
- One (1) rain hat every 12-month period
- One (1) raincoat
- One (1) pair rain pants or rainproof coveralls.

C. Parks and Nature - Community Education and Stewardship Program Staff

Education Specialists and Volunteer Coordinators who regularly perform field work requiring a uniform shall be provided with the following uniform:

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- Six (6) shirts with Metro logo (employee's choice of long or short sleeve)
- One (1) winter-weight hat with Metro logo
- One (1) summer hat with Metro logo
- One (1) warm winter jacket
- One (1) rain jacket
- One (1) wool sweater with Metro logo
- One (1) zip-up sweatshirt with Metro logo
- One (1) pair rain pants
- Nametag.

Section 31.4 Clothing: Oregon Zoo

D. Oregon Zoo Family Farm and Wildlife Live Show Staff

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants or shorts

Employer will provide the following uniform:

- Five (5) shirts (employee's choice of long or short sleeve)
- One (1) belt
- One (1) winter cap (washable and rainproof)
- One (1) summer windbreaker jacket to be replaced every 24 months
- One (1) winter coat
- One (1) fleece jacket or vest.

E. 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.

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform every 12 months:

- Three (3) pairs of trousers (employee's choice of winter or summer weight)
- Three (3) shirts (employee's choice of long sleeve or short sleeve).

Employer will provide the following uniform every 24 months:

- One (1) general purpose hat
- One (1) 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 Employer. 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.

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 Employer representative.

Employer will provide each Security Officer with the following uniform equipment:

- One (1) officer's notebook and case
- One (1) nylon duty belt
- One (1) glove pac (for minor first aid)
- One (1) CPR mask
- Ten (10) shoulder patches
- One (1) key ring holder with protector.

Section 31.5 - Oregon Convention Center and Portland Expo Staff

A. Full-time employees:

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- 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.
- One (1) coat per contract.

B. Part-time employees:

Employees shall receive an allowance of no more than \$75, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- 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 waterproof outside coat and coveralls 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.
- One (1) coat per contract.

Section 31.6: Capital Asset Management

Employees in these classifications will receive the following:

Facilities Maintenance Worker	Facilities Maintenance Technician
Building Custodian	Lead Building Custodian
Facility Coordinator	

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$300, as defined in Section 31.1, for the purchase of:

- Pants or shorts
- One (1) belt
- One (1) winter jacket.

Employer will provide the following uniform:

- Five (5) shirts (employee's choice of long or short sleeve)
- Two (2) sweatshirts.

See Article 35 Variable Hour Employees, for provisions of this article applicable to variable hour employees.

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, 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.

Article 34: Parking, transit pass and commuter benefits

Section 34.1

All employees who elect to participate in Employer provided parking 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. Parking availability is managed by the Employer and a wait list coordinated on a first come first served basis.

Section 34.2

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 34.3

Employees who are scheduled to start work after 9:00 pm at any worksite will be provided parking by the Employer.

Section 34.4 Transit pass

Tri-Met Pass: Based on the availability and Employer's participation in the plan, a Tri-Met pass may be made available to all employees working in an AFSCME represented position who work 10 hours or more each work week for more than 6 months out of the year.

Section 34.5

Non-probationary, benefits-eligible employees are eligible to participate in Employer's Transit Demand Management (TDM) program.

- a) Bicycle/Walk Incentive: \$22.00 per month stipend will be provided for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute to a Metro work site for 80% of the month.
- b) 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 Employer's policy.
- c) 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.

Section 34.6 Reopener

During the term of this agreement, the Employer and the Union may mutually agree to meet for the purpose of negotiating transportation related issues such as transit passes and parking fees. Any proposals agreed to shall be incorporated through a letter of agreement.

Article 35: Variable Hour Employees

For the purpose of this contract, Employer recognizes the Union as the exclusive bargaining representative of all variable hour employees that are in the job classification of Program Assistants 1 at the Zoo and Recycling Information Center, Hazardous Waste Technicians, Safety/Security Officers, and Scale House Technicians, Traffic Control/Load Inspectors and Metro Paint Operations 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 variable hour employees except Article 6 Hours and Shifts, Article 8 Holidays, Article 9 Vacation, Article 12 Health and Welfare, Article 16 Seniority, Article 31 Clothing Allowance.

Section 35.1

Variable hour employees with less than one thousand forty (1040) continuous service hours from original date of hire are at-will. The Employer reserves the right to terminate any variable hour employee with one thousand thirty-nine (1039) or less continuous service hours, at any time and for any reason, including lack of work, with or without cause. Variable hour employees with more than one thousand forty (1040) continuous service hours will not receive disciplinary action without just cause in accordance to Article 17 and may process their grievance in accordance to Article 19.

Section 35.2 Hours and Shifts

Work scheduled for variable hour 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 variable hour 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 variable hour 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 variable hour 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.

Section 35.3 Holidays

Variable hour 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 Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- b) Any variable hour employee, who has been employed with Employer for more than one year in a Union represented position, will be eligible for one (1) Personal holiday of 8 hours, each subsequent year of employment upon completion of more than 240 hours worked in the

preceding 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. Personal holidays not taken within the fiscal year accrued will be forfeited.

Section 35.4 Health and Welfare

In order to comply with the Affordable Care Act, prorated insurance will be available to variable hour 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 Employer's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Employer's portion for a full-time employee of \$920.

- An employee working 32 hours weekly average would pay $\$1,000 - (.8 \times \$920) = \$264.00$
- An employee working 30 hour weekly average would pay $(\$1,000 - (.75 \times \$920) = \$310.00$

35.4.1 Variable Hour employee healthcare incentive: Any variable hour employee, who has been employed with Employer for more than 365 consecutive days in a Union represented position, and who is not eligible for insurance under the Affordable Care Act (ACA), will be eligible for a temporary healthcare incentive of \$125 in any month they work 80 hours or more. Eligible employees may decline the incentive at any time.

35.5 Recruitment

Variable Hour employees will be hired through the general Employer recruitment process, except for the community college program interns who may be appointed as variable hour employees following their internship. Variable Hour employees will be considered internal applicants for Employer recruitments.

35.6 Clothing Allowance

The following items shall be made available to variable hour employees for use during their working hours. Clothing options will take into consideration of fit and sizing for various body types. Requests to accommodate specific fabric, sizing or other needs shall not be unreasonably denied.

Employer is required to provide personal protective equipment to protect the health and safety of all employees.

- a) Hazardous Waste Technicians: Three (3) t-shirts, one (1) sweatshirt, and prescription safety glasses as required. Following five hundred and twenty (520) hours of employment and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes.
- b) Traffic Control/Load Inspection Technician I/II: Three (3) t-shirts, one (1) sweatshirt, one rain hat, one raincoat, one pair rain pants or rainproof coveralls and, following five hundred and twenty (520) hours of employment, and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes.

- c) Metro Paint Operations Technician: Three (3) t-shirts, one (1) sweatshirt, one hat, and following five hundred and twenty (520) hours of employment, and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes
- d) Scale House Technicians: Three (3) t-shirts, one (1) sweatshirt, one hat
- e) Safety/Security Officers: Two (2) pairs of pants, two (2) polo shirts, and one (1) multi-season jacket.
- f) Program Assistant 1 – Zoo: 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

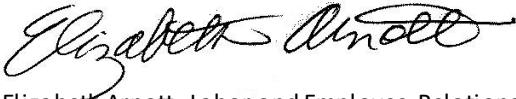
This Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2025. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than sixty (60) days prior to the expiration of the subsequent anniversary date that it wishes to modify this Agreement for any reason.

Signature page

For Metro



Christina Longo, Labor and Employee Relations



Elizabeth Arnott, Labor and Employee Relations



Marissa Madrigal, COO



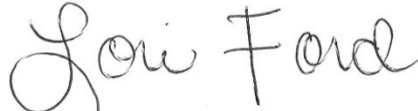
Julio Garcia, Human Resources Director



Gaylen Beatty, Parks and Nature



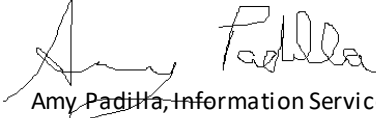
Somer Erickson, Finance and Regulatory Services



Lori Ford, Oregon Zoo



Debbie Humphrey, Waste Prevention and Environmental Services



Amy Padilla, Information Services



Liz Scott, Finance and Regulatory Services




Matthew Uchtman, Oregon Convention Center



Cindy Wallace, Oregon Convention Center

For AFSCME Local 3580



Elizabeth Goetzinger, President



Katie Hentges, Oregon Zoo Site representative



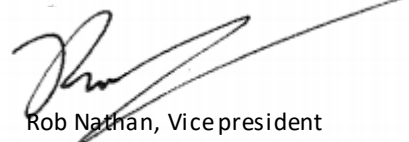
Dana Carstensen, SW Site representative



Grace Cho, Regional Center Site representative



Laura Garie, Trustee



Rob Nathan, Vice president



Chris Johnson, Oregon AFSCME field representative

Exhibit A: AFSCME Pay Schedule July 1, 2021 to June 30, 2022

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
01	6012*	Office Assistant	14.60	15.34	16.12	16.93	17.77	18.66	19.58	Hourly
			30368.00	31907.20	33529.60	35214.40	36961.60	38812.80	40726.40	Annual
02		Vacant Range	15.34	16.12	16.93	17.77	18.66	19.58	20.55	Hourly
			31907.20	33529.60	35214.40	36961.60	38812.80	40726.40	42744.00	Annual
03		Vacant Range	16.12	16.93	17.77	18.66	19.58	20.55	21.58	Hourly
			33529.60	35214.40	36961.60	38812.80	40726.40	42744.00	44886.40	Annual
04		Vacant Range	16.93	17.77	18.66	19.58	20.55	21.58	22.67	Hourly
			35214.40	36961.60	38812.80	40726.40	42744.00	44886.40	47153.60	Annual
05		Vacant Range	17.77	18.66	19.58	20.55	21.58	22.67	23.80	Hourly
			36961.60	38812.80	40726.40	42744.00	44886.40	47153.60	49504.00	Annual
06	0032*	Building Custodian - MRC	18.66	19.58	20.55	21.58	22.67	23.80	24.99	Hourly
	8485	Event Custodians	38812.80	40726.40	42744.00	44886.40	47153.60	49504.00	51979.20	Annual
07	6005*	Administrative Specialist I	19.58	20.55	21.58	22.67	23.80	24.99	26.24	Hourly
	0006*	Food Service/Retail Specialist	40726.40	42744.00	44886.40	47153.60	49504.00	51979.20	54579.20	Annual
	0034*	Traffic Control/Load Inspection Technician I								
	0049	Mailroom Coordinator								
	8500	Utility Worker								
08	0048*	Traffic Control/Load Inspection Technician II	20.55	21.58	22.67	23.80	24.99	26.24	27.55	Hourly
	6026*	Safety and Security Officer	42744.00	44886.40	47153.60	49504.00	51979.20	54579.20	57304.00	Annual
	0033*	Lead Building Custodian - MRC								
	0013*	Scalehouse Technician								
	0040*	Program Assistant I								
	8170	Utility Maintenance Technician								
	8495	Utility Lead								
09	6006*	Administrative Specialist II	21.58	22.67	23.80	24.99	26.24	27.55	28.93	Hourly
	0015*	Facilities Maintenance Worker	44886.40	47153.60	49504.00	51979.20	54579.20	57304.00	60174.40	Annual
	0038*	Accounting Technician II								
	6020*	Payroll Technician								
	8490	Utility Grounds Maintenance								
10		Vacant Range	22.67	23.80	24.99	26.24	27.55	28.93	30.38	Hourly
			47153.60	49504.00	51979.20	54579.20	57304.00	60174.40	63190.40	Annual
11	6034*	Property Management Technician	23.80	24.99	26.24	27.55	28.93	30.38	31.92	Hourly
	6036*	Education Specialist I	49504.00	51979.20	54579.20	57304.00	60174.40	63190.40	66393.60	Annual
	6030	Zoo Registrar								
	0026*	Lead Safety and Security Officer								
	0014*	Lead Scalehouse Technician								
	6007*	Administrative Specialist III								
	0042*	Program Assistant II								
	8175	Utility Maintenance								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2021 to June 30, 2022, continued page 2 of 3

12	6001*	Accountant I	24.99	26.24	27.55	28.93	30.38	31.92	33.49	Hourly
	6031*	Assistant Visual Communication Designer	51979.20	54579.20	57304.00	60174.40	63190.40	66393.60	69659.20	Annual
	6016*	GIS Technician								
	0055*	Environmental Technician								
	0052*	Metro Paint Operations Technician								
	8300	Utility Maintenance Specialist								
13	0053*	Facilities Maintenance Technician	26.24	27.55	28.93	30.38	31.92	33.49	35.17	Hourly
	0331*	Hazardous Waste Technician	54579.20	57304.00	60174.40	63190.40	66393.60	69659.20	73153.60	Annual
	6018*	Payroll Specialist								
	0057*	Technical Specialist I								
	8385	Utility Maintenance Lead								
14	6037*	Education Specialist II	27.55	28.93	30.38	31.92	33.49	35.17	36.94	Hourly
	0059*	Technical Specialist II	57304.00	60174.40	63190.40	66393.60	69659.20	73153.60	76835.20	Annual
	0058*	Volunteer Coordinator I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Associate Visual Communication Designer								
	0639	Video and Photography Technician								
	0041*	Records & Information Analyst I								
	6024*	Program Assistant III								
15	0063*	Metro Paint Operations Specialist	28.93	30.38	31.92	33.49	35.17	36.94	38.80	Hourly
	0301*	Procurement Analyst I	60174.40	63190.40	66393.60	69659.20	73153.60	76835.20	80704.00	Annual
	6002	Accountant II								
	0062	Systems Administrator I								
	0061	Systems Analyst I								
	6008*	Administrative Specialist IV								
16	0332*	Hazardous Waste Specialist	30.38	31.92	33.49	35.17	36.94	38.80	40.74	Hourly
	0064*	Environmental Specialist	63190.40	66393.60	69659.20	73153.60	76835.20	80704.00	84739.20	Annual
	0073*	Technical Specialist III								
	6009	Assistant GIS Specialist								
	6000	Assistant Natural Resource Scientist								
	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 II								
	6033	Senior Visual Communication Designer								
	0065	Volunteer Coordinator II								
	6041	RID Patrol Crew Lead								
	0045*	Facilities Maintenance Specialist								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2021 to June 30, 2022, continued page 3 of 3

17	0067	Systems Administrator II	31.92	33.49	35.17	36.94	38.80	40.74	42.78	Hourly
	0066	Systems Analyst II	66393.60	69659.20	73153.60	76835.20	80704.00	84739.20	88982.40	Annual
	0074	Program Coordinator I								
	0302	Procurement Analyst II								
18	6004	Accountant III	33.49	35.17	36.94	38.80	40.74	42.78	44.91	Hourly
	6013	Associate GIS Specialist	69659.20	73153.60	76835.20	80704.00	84739.20	88982.40	93412.80	Annual
	6014	Associate Natural Resource Scientist								
	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	35.17	36.94	38.80	40.74	42.78	44.91	47.16	Hourly
	6017	Investment Coordinator	73153.60	76835.20	80704.00	84739.20	88982.40	93412.80	98092.80	Annual
	0340	Senior Public Affairs Specialist								
	0075	Program Coordinator II								
	0303	Procurement Analyst III								
20	0476	Construction Project Manager I	36.94	38.80	40.74	42.78	44.91	47.16	49.52	Hourly
	0069	Systems Analyst III	76835.20	80704.00	84739.20	88982.40	93412.80	98092.80	103001.60	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0078	Transportation Engineer I								
21	6035	Lead Real Estate Negotiator	38.80	40.74	42.78	44.91	47.16	49.52	52.00	Hourly
	6027	Senior GIS Specialist	80704.00	84739.20	88982.40	93412.80	98092.80	103001.60	108160.00	Annual
	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								
	0341	Principal Public Affairs Specialist								
	0068	Digital Media Specialist								
	0079	Program Manager								
22	6021	Principal GIS Specialist	40.74	42.78	44.91	47.16	49.52	52.00	54.59	Hourly
	6022	Principal Natural Resource Scientist	84739.20	88982.40	93412.80	98092.80	103001.60	108160.00	113547.20	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 II								
	0477	Construction Project Manager II								
	0308	Senior Engineer								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2022 to June 30, 2023

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
01	6012*	Office Assistant	14.89 30971.20	15.65 32552.00	16.44 34195.20	17.27 35921.60	18.13 37710.40	19.03 39582.40	19.97 41537.60	Hourly Annual
02		Vacant Range	15.65 32552.00	16.44 34195.20	17.27 35921.60	18.13 37710.40	19.03 39582.40	19.97 41537.60	20.96 43596.80	Hourly Annual
03		Vacant Range	16.44 34195.20	17.27 35921.60	18.13 37710.40	19.03 39582.40	19.97 41537.60	20.96 43596.80	22.01 45780.80	Hourly Annual
04		Vacant Range	17.27 35921.60	18.13 37710.40	19.03 39582.40	19.97 41537.60	20.96 43596.80	22.01 45780.80	23.12 48089.60	Hourly Annual
05		Vacant Range	18.13 37710.40	19.03 39582.40	19.97 41537.60	20.96 43596.80	22.01 45780.80	23.12 48089.60	24.28 50502.40	Hourly Annual
06		Vacant Range	19.03 39582.40	19.97 41537.60	20.96 43596.80	22.01 45780.80	23.12 48089.60	24.28 50502.40	25.49 53019.20	Hourly Annual
07	0006*	Food Service/Retail Specialist	19.97 41537.60	20.96 43596.80	22.01 45780.80	23.12 48089.60	24.28 50502.40	25.49 53019.20	26.76 55660.80	Hourly Annual
08	0034*	Traffic Control/Load Inspection Technician I	20.96 43596.80	22.01 45780.80	23.12 48089.60	24.28 50502.40	25.49 53019.20	26.76 55660.80	28.10 58448.00	Hourly Annual
	6005*	Administrative Specialist I								
	8485	Event Custodians								
	0013*	Scalehouse Technician								
	0040*	Program Assistant I								
	0032*	Building Custodian - MRC								
	0049	Mailroom Coordinator								
09	0048*	Traffic Control/Load Inspection Technician II	22.01 45780.80	23.12 48089.60	24.28 50502.40	25.49 53019.20	26.76 55660.80	28.10 58448.00	29.51 61380.80	Hourly Annual
	0015*	Facilities Maintenance Worker								
	6026*	Safety and Security Officer								
	8500	Utility Worker								
10	6006*	Administrative Specialist II	23.12 48089.60	24.28 50502.40	25.49 53019.20	26.76 55660.80	28.10 58448.00	29.51 61380.80	30.99 64459.20	Hourly Annual
	0038*	Accounting Technician II								
	6020*	Payroll Technician								
	8170	Utility Maintenance Technician								
	8495	Utility Lead								
11	6034*	Property Management Technician	24.28 50502.40	25.49 53019.20	26.76 55660.80	28.10 58448.00	29.51 61380.80	30.99 64459.20	32.56 67724.80	Hourly Annual
	6036*	Education Specialist I								
	6030	Zoo Registrar								
	0026*	Lead Safety and Security Officer								
	0014*	Lead Scalehouse Technician								
	8175	Utility Maintenance								
	8490	Utility Grounds Maintenance								
	0033*	Lead Building Custodian - MRC								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2022 to June 30, 2023, continued page 2 of 3

12	6001*	Accountant I	25.49	26.76	28.10	29.51	30.99	32.56	34.16	Hourly
	6031*	Assistant Visual Communication Designer	53019.20	55660.80	58448.00	61380.80	64459.20	67724.80	71052.80	Annual
	6016*	GIS Technician								
	0055*	Environmental Technician								
	0052*	Metro Paint Operations Technician								
	6007*	Administrative Specialist III								
	0042*	Program Assistant II								
13	0053*	Facilities Maintenance Technician	26.76	28.10	29.51	30.99	32.56	34.16	35.87	Hourly
	0331*	Hazardous Waste Technician	55660.80	58448.00	61380.80	64459.20	67724.80	71052.80	74609.60	Annual
	6018*	Payroll Specialist								
	0057*	Technical Specialist I								
	8385	Utility Maintenance Lead								
	8300	Utility Maintenance Specialist								
14	6037*	Education Specialist II	28.10	29.51	30.99	32.56	34.16	35.87	37.68	Hourly
	0059*	Technical Specialist II	58448.00	61380.80	64459.20	67724.80	71052.80	74609.60	78374.40	Annual
	0058*	Volunteer Coordinator I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Associate Visual Communication Designer								
	0639	Video and Photography Technician								
	0041*	Records & Information Analyst I								
15	0063*	Metro Paint Operations Specialist	29.51	30.99	32.56	34.16	35.87	37.68	39.58	Hourly
	0301*	Procurement Analyst I	61380.80	64459.20	67724.80	71052.80	74609.60	78374.40	82326.40	Annual
	6002	Accountant II								
	0062	Systems Administrator I								
	0061	Systems Analyst I								
16	0332*	Hazardous Waste Specialist	30.99	32.56	34.16	35.87	37.68	39.58	41.55	Hourly
	0064*	Environmental Specialist	64459.20	67724.80	71052.80	74609.60	78374.40	82326.40	86424.00	Annual
	0073*	Technical Specialist III								
	6009	Assistant GIS Specialist								
	6000	Assistant Natural Resource Scientist								
	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 II								
	6033	Senior Visual Communication Designer								
	0065	Volunteer Coordinator II								
	6041	RID Patrol Crew Lead								
	0045*	Facilities Maintenance Specialist								
	6008*	Administrative Specialist IV								
	6024*	Program Assistant III								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2022 to June 30, 2023, continued page 3 of 3

17	0067	Systems Administrator II	32.56	34.16	35.87	37.68	39.58	41.55	43.64	Hourly
	0066	Systems Analyst II	67724.80	71052.80	74609.60	78374.40	82326.40	86424.00	90771.20	Annual
	0074	Program Coordinator I								
	0302	Procurement Analyst II								
18	6004	Accountant III	34.16	35.87	37.68	39.58	41.55	43.64	45.81	Hourly
	6013	Associate GIS Specialist	71052.80	74609.60	78374.40	82326.40	86424.00	90771.20	95284.80	Annual
	6014	Associate Natural Resource Scientist								
	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	35.87	37.68	39.58	41.55	43.64	45.81	48.10	Hourly
	6017	Investment Coordinator	74609.60	78374.40	82326.40	86424.00	90771.20	95284.80	100048.00	Annual
	0340	Senior Public Affairs Specialist								
	0075	Program Coordinator II								
	0303	Procurement Analyst III								
20	0476	Construction Project Manager I	37.68	39.58	41.55	43.64	45.81	48.10	50.51	Hourly
	0069	Systems Analyst III	78374.40	82326.40	86424.00	90771.20	95284.80	100048.00	105060.80	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0078	Transportation Engineer I								
21	6035	Lead Real Estate Negotiator	39.58	41.55	43.64	45.81	48.10	50.51	53.04	Hourly
	6027	Senior GIS Specialist	82326.40	86424.00	90771.20	95284.80	100048.00	105060.80	110323.20	Annual
	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								
	0341	Principal Public Affairs Specialist								
	0068	Digital Media Specialist								
	0079	Program Manager								
22	6021	Principal GIS Specialist	41.55	43.64	45.81	48.10	50.51	53.04	55.68	Hourly
	6022	Principal Natural Resource Scientist	86424.00	90771.20	95284.80	100048.00	105060.80	110323.20	115814.40	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 II								
	0477	Construction Project Manager II								
	0308	Senior Engineer								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2023 to June 30, 2024

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
01	6012*	Office Assistant	15.26 31740.80	16.04 33363.20	16.85 35048.00	17.70 36816.00	18.58 38646.40	19.51 40580.80	20.47 42577.60	20.47 Hourly Annual
02		Vacant Range	16.04 33363.20	16.85 35048.00	17.70 36816.00	18.58 38646.40	19.51 40580.80	20.47 42577.60	21.48 44678.40	21.48 Hourly Annual
03		Vacant Range	16.85 35048.00	17.70 36816.00	18.58 38646.40	19.51 40580.80	20.47 42577.60	21.48 44678.40	22.56 46924.80	22.56 Hourly Annual
04		Vacant Range	17.70 36816.00	18.58 38646.40	19.51 40580.80	20.47 42577.60	21.48 44678.40	22.56 46924.80	23.70 49296.00	23.70 Hourly Annual
05		Vacant Range	18.58 38646.40	19.51 40580.80	20.47 42577.60	21.48 44678.40	22.56 46924.80	23.70 49296.00	24.89 51771.20	24.89 Hourly Annual
06		Vacant Range	19.51 40580.80	20.47 42577.60	21.48 44678.40	22.56 46924.80	23.70 49296.00	24.89 51771.20	26.13 54350.40	26.13 Hourly Annual
07	0006*	Food Service/Retail Specialist	20.47 42577.60	21.48 44678.40	22.56 46924.80	23.70 49296.00	24.89 51771.20	26.13 54350.40	27.43 57054.40	27.43 Hourly Annual
08	0034*	Traffic Control/Load Inspection Technician I	21.48	22.56	23.70	24.89	26.13	27.43	28.80	28.80 Hourly
	6005*	Administrative Specialist I	44678.40	46924.80	49296.00	51771.20	54350.40	57054.40	59904.00	59904.00 Annual
	8485	Event Custodians								
	0013*	Scalehouse Technician								
	0040*	Program Assistant I								
	0032*	Building Custodian - MRC								
	0049	Mailroom Coordinator								
09	0048*	Traffic Control/Load Inspection Technician II	22.56	23.70	24.89	26.13	27.43	28.80	30.25	30.25 Hourly
	0015*	Facilities Maintenance Worker	46924.80	49296.00	51771.20	54350.40	57054.40	59904.00	62920.00	62920.00 Annual
	6026*	Safety and Security Officer								
	8500	Utility Worker								
10	6006*	Administrative Specialist II	23.70	24.89	26.13	27.43	28.80	30.25	31.76	31.76 Hourly
	0038*	Accounting Technician II	49296.00	51771.20	54350.40	57054.40	59904.00	62920.00	66060.80	66060.80 Annual
	6020*	Payroll Technician								
	8170	Utility Maintenance Technician								
	8495	Utility Lead								
11	6034*	Property Management Technician	24.89	26.13	27.43	28.80	30.25	31.76	33.37	33.37 Hourly
	6036*	Education Specialist I	51771.20	54350.40	57054.40	59904.00	62920.00	66060.80	69409.60	69409.60 Annual
	6030	Zoo Registrar								
	0026*	Lead Safety and Security Officer								
	0014*	Lead Scalehouse Technician								
	8175	Utility Maintenance								
	8490	Utility Grounds Maintenance								
	0033*	Lead Building Custodian - MRC								

*Non-exempt classification
Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2023 to June 30, 2024, continued page 2 of 3

12	6001*	Accountant I	26.13	27.43	28.80	30.25	31.76	33.37	35.01	Hourly
	6031*	Assistant Visual Communication Designer	54350.40	57054.40	59904.00	62920.00	66060.80	69409.60	72820.80	Annual
	6016*	GIS Technician								
	0055*	Environmental Technician								
	0052*	Metro Paint Operations Technician								
	6007*	Administrative Specialist III								
	0042*	Program Assistant II								
13	0053*	Facilities Maintenance Technician	27.43	28.80	30.25	31.76	33.37	35.01	36.77	Hourly
	0331*	Hazardous Waste Technician	57054.40	59904.00	62920.00	66060.80	69409.60	72820.80	76481.60	Annual
	6018*	Payroll Specialist								
	0057*	Technical Specialist I								
	8385	Utility Maintenance Lead								
	8300	Utility Maintenance Specialist								
14	6037*	Education Specialist II	28.80	30.25	31.76	33.37	35.01	36.77	38.62	Hourly
	0059*	Technical Specialist II	59904.00	62920.00	66060.80	69409.60	72820.80	76481.60	80329.60	Annual
	0058*	Volunteer Coordinator I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Associate Visual Communication Designer								
	0639	Video and Photography Technician								
	0041*	Records & Information Analyst I								
15	0063*	Metro Paint Operations Specialist	30.25	31.76	33.37	35.01	36.77	38.62	40.57	Hourly
	0301*	Procurement Analyst I	62920.00	66060.80	69409.60	72820.80	76481.60	80329.60	84385.60	Annual
	6002	Accountant II								
	0062	Systems Administrator I								
	0061	Systems Analyst I								
16	0332*	Hazardous Waste Specialist	31.76	33.37	35.01	36.77	38.62	40.57	42.59	Hourly
	0064*	Environmental Specialist	66060.80	69409.60	72820.80	76481.60	80329.60	84385.60	88587.20	Annual
	0073*	Technical Specialist III								
	6009	Assistant GIS Specialist								
	6000	Assistant Natural Resource Scientist								
	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 II								
	6033	Senior Visual Communication Designer								
	0065	Volunteer Coordinator II								
	6041	RID Patrol Crew Lead								
	0045*	Facilities Maintenance Specialist								
	6008*	Administrative Specialist IV								
	6024*	Program Assistant III								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2023 to June 30, 2024, continued page 3 of 3

17	0067	Systems Administrator II	33.37	35.01	36.77	38.62	40.57	42.59	44.73	Hourly
	0066	Systems Analyst II	69409.60	72820.80	76481.60	80329.60	84385.60	88587.20	93038.40	Annual
	0074	Program Coordinator I								
	0302	Procurement Analyst II								
18	6004	Accountant III	35.01	36.77	38.62	40.57	42.59	44.73	46.96	Hourly
	6013	Associate GIS Specialist	72820.80	76481.60	80329.60	84385.60	88587.20	93038.40	97676.80	Annual
	6014	Associate Natural Resource Scientist								
	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	36.77	38.62	40.57	42.59	44.73	46.96	49.30	Hourly
	6017	Investment Coordinator	76481.60	80329.60	84385.60	88587.20	93038.40	97676.80	102544.00	Annual
	0340	Senior Public Affairs Specialist								
	0075	Program Coordinator II								
	0303	Procurement Analyst III								
20	0476	Construction Project Manager I	38.62	40.57	42.59	44.73	46.96	49.30	51.77	Hourly
	0069	Systems Analyst III	80329.60	84385.60	88587.20	93038.40	97676.80	102544.00	107681.60	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0078	Transportation Engineer I								
21	6035	Lead Real Estate Negotiator	40.57	42.59	44.73	46.96	49.30	51.77	54.37	Hourly
	6027	Senior GIS Specialist	84385.60	88587.20	93038.40	97676.80	102544.00	107681.60	113089.60	Annual
	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								
	0341	Principal Public Affairs Specialist								
	0068	Digital Media Specialist								
	0079	Program Manager								
22	6021	Principal GIS Specialist	42.59	44.73	46.96	49.30	51.77	54.37	57.07	Hourly
	6022	Principal Natural Resource Scientist	88587.20	93038.40	97676.80	102544.00	107681.6	113089.60	118705.60	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 II								
	0477	Construction Project Manager II								
	0308	Senior Engineer								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2024 to June 30, 2025

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
01	6012*	Office Assistant	15.64 32531.20	16.44 34195.20	17.27 35921.60	18.14 37731.20	19.04 39603.20	20.00 41600.00	20.98 43638.40	20.98 Hourly 43638.40 Annual
02		Vacant Range	16.44 34195.20	17.27 35921.60	18.14 37731.20	19.04 39603.20	20.00 41600.00	20.98 43638.40	22.02 45801.60	22.02 Hourly 45801.60 Annual
03		Vacant Range	17.27 35921.60	18.14 37731.20	19.04 39603.20	20.00 41600.00	20.98 43638.40	22.02 45801.60	23.12 48089.60	23.12 Hourly 48089.60 Annual
04		Vacant Range	18.14 37731.20	19.04 39603.20	20.00 41600.00	20.98 43638.40	22.02 45801.60	23.12 48089.60	24.29 50523.20	24.29 Hourly 50523.20 Annual
05		Vacant Range	19.04 39603.20	20.00 41600.00	20.98 43638.40	22.02 45801.60	23.12 48089.60	24.29 50523.20	25.51 53060.80	25.51 Hourly 53060.80 Annual
06		Vacant Range	20.00 41600.00	20.98 43638.40	22.02 45801.60	23.12 48089.60	24.29 50523.20	25.51 53060.80	26.78 55702.40	26.78 Hourly 55702.40 Annual
07	0006*	Food Service/Retail Specialist	20.98 43638.40	22.02 45801.60	23.12 48089.60	24.29 50523.20	25.51 53060.80	26.78 55702.40	28.12 58489.60	28.12 Hourly 58489.60 Annual
08	0034*	Traffic Control/Load Inspection Technician I	22.02 45801.60	23.12 48089.60	24.29 50523.20	25.51 53060.80	26.78 55702.40	28.12 58489.60	29.52 61401.60	29.52 Hourly 61401.60 Annual
	6005*	Administrative Specialist I								
	8485	Event Custodians								
	0013*	Scalehouse Technician								
	0040*	Program Assistant I								
	0032*	Building Custodian - MRC								
	0049	Mailroom Coordinator								
09	0048*	Traffic Control/Load Inspection Technician II	23.12 48089.60	24.29 50523.20	25.51 53060.80	26.78 55702.40	28.12 58489.60	29.52 61401.60	31.01 64500.80	31.01 Hourly 64500.80 Annual
	0015*	Facilities Maintenance Worker								
	6026*	Safety and Security Officer								
	8500	Utility Worker								
10	6006*	Administrative Specialist II	24.29 50523.20	25.51 53060.80	26.78 55702.40	28.12 58489.60	29.52 61401.60	31.01 64500.80	32.55 67704.00	32.55 Hourly 67704.00 Annual
	0038*	Accounting Technician II								
	6020*	Payroll Technician								
	8170	Utility Maintenance Technician								
	8495	Utility Lead								
11	6034*	Property Management Technician	25.51 53060.80	26.78 55702.40	28.12 58489.60	29.52 61401.60	31.01 64500.80	32.55 67704.00	34.20 71136.00	34.20 Hourly 71136.00 Annual
	6036*	Education Specialist I								
	6030	Zoo Registrar								
	0026*	Lead Safety and Security Officer								
	0014*	Lead Scalehouse Technician								
	8175	Utility Maintenance								
	8490	Utility Grounds Maintenance								
	0033*	Lead Building Custodian - MRC								

*Non-exempt classification
Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2024 to June 30, 2025, continued page 2 of 3

12	6001*	Accountant I	26.78	28.12	29.52	31.01	32.55	34.20	35.89	Hourly
	6031*	Assistant Visual Communication Designer	55702.40	58489.60	61401.60	64500.80	67704.00	71136.00	74651.20	Annual
	6016*	GIS Technician								
	0055*	Environmental Technician								
	0052*	Metro Paint Operations Technician								
	6007*	Administrative Specialist III								
	0042*	Program Assistant II								
13	0053*	Facilities Maintenance Technician	28.12	29.52	31.01	32.55	34.20	35.89	37.69	Hourly
	0331*	Hazardous Waste Technician	58489.60	61401.60	64500.80	67704.00	71136.00	74651.20	78395.20	Annual
	6018*	Payroll Specialist								
	0057*	Technical Specialist I								
	8385	Utility Maintenance Lead								
	8300	Utility Maintenance Specialist								
14	6037*	Education Specialist II	29.52	31.01	32.55	34.20	35.89	37.69	39.59	Hourly
	0059*	Technical Specialist II	61401.60	64500.80	67704.00	71136.00	74651.20	78395.20	82347.20	Annual
	0058*	Volunteer Coordinator I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Associate Visual Communication Designer								
	0639	Video and Photography Technician								
	0041*	Records & Information Analyst I								
15	0063*	Metro Paint Operations Specialist	31.01	32.55	34.20	35.89	37.69	39.59	41.58	Hourly
	0301*	Procurement Analyst I	64500.80	67704.00	71136.00	74651.20	78395.20	82347.20	86486.40	Annual
	6002	Accountant II								
	0062	Systems Administrator I								
	0061	Systems Analyst I								
16	0332*	Hazardous Waste Specialist	32.55	34.20	35.89	37.69	39.59	41.58	43.65	Hourly
	0064*	Environmental Specialist	67704.00	71136.00	74651.20	78395.20	82347.20	86486.40	90792.00	Annual
	0073*	Technical Specialist III								
	6009	Assistant GIS Specialist								
	6000	Assistant Natural Resource Scientist								
	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 II								
	6033	Senior Visual Communication Designer								
	0065	Volunteer Coordinator II								
	6041	RID Patrol Crew Lead								
	0045*	Facilities Maintenance Specialist								
	6008*	Administrative Specialist IV								
	6024*	Program Assistant III								

*Non-exempt classification
Employees in this class are eligible to receive overtime compensation

Exhibit A: AFSCME Pay Schedule July 1, 2024 to June 30, 2025, continued page 3 of 3

17	0067	Systems Administrator II	34.20	35.89	37.69	39.59	41.58	43.65	45.85	Hourly
	0066	Systems Analyst II	71136.00	74651.20	78395.20	82347.20	86486.40	90792.00	95368.00	Annual
	0074	Program Coordinator I								
	0302	Procurement Analyst II								
18	6004	Accountant III	35.89	37.69	39.59	41.58	43.65	45.85	48.13	Hourly
	6013	Associate GIS Specialist	74651.20	78395.20	82347.20	86486.40	90792.00	95368.00	100110.40	Annual
	6014	Associate Natural Resource Scientist								
	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	37.69	39.59	41.58	43.65	45.85	48.13	50.53	Hourly
	6017	Investment Coordinator	78395.20	82347.20	86486.40	90792.00	95368.00	100110.40	105102.40	Annual
	0340	Senior Public Affairs Specialist								
	0075	Program Coordinator II								
	0303	Procurement Analyst III								
20	0476	Construction Project Manager I	39.59	41.58	43.65	45.85	48.13	50.53	53.06	Hourly
	0069	Systems Analyst III	82347.20	86486.40	90792.00	95368.00	100110.40	105102.40	110364.80	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0078	Transportation Engineer I								
21	6035	Lead Real Estate Negotiator	41.58	43.65	45.85	48.13	50.53	53.06	55.73	Hourly
	6027	Senior GIS Specialist	86486.40	90792.00	95368.00	100110.40	105102.40	110364.80	115918.40	Annual
	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								
	0341	Principal Public Affairs Specialist								
	0068	Digital Media Specialist								
	0079	Program Manager								
22	6021	Principal GIS Specialist	43.65	45.85	48.13	50.53	53.06	55.73	58.50	Hourly
	6022	Principal Natural Resource Scientist	90792.00	95368.00	100110.40	105102.40	110364.8	115918.40	121680.00	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 II								
	0477	Construction Project Manager II								
	0308	Senior Engineer								

*Non-exempt classification

Employees in this class are eligible to receive overtime compensation

Exhibit B: Pay schedule adjustments (Section 15.1.2)

Beginning upon ratification, but no earlier than the pay period that includes July 1, 2021, Employees in classifications with an adjustment listed in Exhibit B Pay schedule adjustments shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one step increase. Some classifications will also have a pay schedule adjustment for July 1, 2022.

Job Code	Classification	New pay range July 1, 2021	New pay range July 1, 2022
6026	Safety and Security Officer	8	9
0026	Lead Safety and Security Officer	11	
0032	Building Custodians	6	8
0033	Lead Building Custodian	8	11
0015	Facilities Maintenance Worker	9	
0053	Facilities Maintenance Technician	13	
0045	Facilities Maintenance Specialist	16	
0049	Mailroom Coordinator	7	8
0013	Scalehouse Technician	8	
0014	Lead Scalehouse Technician	11	
0034	Traffic Control/Load Inspection Technician I	7	8
0048	Traffic Control/Load Inspection Technician II	8	9
6005	Administrative Specialist I (Replaces Event receptionist)	7	8
6006	Administrative Specialist II	9	10
6007	Administrative Specialist III	11	12
6008	Administrative Specialist IV	15	16
0040	Program Assistant I	8	
0042	Program Assistant II	11	12
6024	Program Assistant III	14	16
0038	Accounting Technician II	9	10

Job Code	Classification	New pay range July 1, 2021	New pay range July 1, 2022
6020	Payroll Technician	9	10
8485	Event Custodians: <i>See pay information under Building Custodian 0032</i>		
8170	Utility Maintenance Technician	8	10
8175	Utility Maintenance	11	
8300	Utility Maintenance Specialist	12	13
8385	Utility Maintenance Lead	13	
8490	Utility Grounds Maintenance	9	11
8500	Utility Worker	7	9
8495	Utility Lead*	8	10

Exhibit C: AFSCME Variable hour pay schedule

Upon ratification, but no earlier than the pay period that includes July 1, 2021, variable hour status positions in the following classifications will be placed on Step 1 of the pay range listed in Exhibit A of this Article

Program Assistant I, Zoo

Program Assistant I, RIC

Scalehouse Technicians

Traffic Control/Load Inspection Technician

Safety and Security Officers

Administrative Specialist I at OCC, Expo and P'5 (Event receptionist)

MetroPaint Operations Technician

Hazardous Waste Technicians

oregonmetro.gov



Ratification

Collective Bargaining Agreement

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

July 1, ~~2017~~2021 – June 30, ~~2020~~2025

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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 the Employer 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 Employer's 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 or expression, sexual orientation, veteran status, disability, political affiliation, genetic information, criminal record that has been expunged, 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:

Article 2: Recognition

Section 2.1

Employer recognizes the Union as the exclusive bargaining representative of all regular and limited duration status employees, and ~~temporaryvariable hour~~ employees, including:

- ~~TemporaryVariable hour status~~ employees ~~that are in~~ these classifications:
 - ~~Program Assistant[s] 1 at the Zoo, and Recycling Information Center,~~
 - ~~Hazardous Waste Technicians,~~
 - ~~Safety/Security Officers and~~
 - ~~Scalehouse Technicians;~~
 - ~~Traffic Control/Load Inspectors I and~~
 - ~~Metro Paint Operations Technicians, and~~
 - ~~Administrative Specialists I at Oregon Convention Center and Portland Expo Center:~~
 - ~~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,~~
- ~~Portland Expo Center and Portland's 5 Centers for the Arts that are listed in pay schedules for AFSCME represented positions at the time of contract ratification.~~ But excluding:
 - Other ~~temporaryvariable hour~~ 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~~7.2~~
 - ~~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 the employee's appointment or hire, and has been employed by the Employer 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~~ Variable hour employees are not included in the bargaining unit except as stated in Section

~~2.1. Temporary~~ Variable hour 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~~ Variable hour 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~~

Variable hour 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. ~~Employer 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 Employer's 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)~~1. Determining the employer's mission, policies, and all standards of service offered to the public and other local governments;
- ~~(2)~~2. Planning, directing, controlling and determining the operations or services to be conducted by employees;
- ~~(3)~~3. Determining the methods, means, number of personnel needed to carry out any department's mission;
- ~~(4)~~4. Directing the work force and issuing or changing work orders and rules.
- ~~(5)~~5. Hiring and assigning or transferring employees within or between departments;
- ~~(6)~~6. Promoting, suspending, disciplining or discharging, consistent with this Agreement;

~~(7)~~7. Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;

~~(8)~~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)~~9. Introducing new or improved methods, equipment or facilities.

~~(10)~~10. Completing performance evaluations of employees as required.

~~(11)~~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. Employer 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.~~

Employees covered by this Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership shall be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about union membership and payroll deduction. The Employer agrees to direct to the Union, all communications from employees regarding union membership or union payroll deduction.

Section 4.2 Holder of Record

During the life of this Agreement and to the extent possible, the Union will notify the Employer within 30 days of receipt of notice to the Union of individuals who have authorized, or discontinued, authorizations for deductions to the Union.

Section 4.3 Dues Checkoff

The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified in this Article.

The Employer shall deduct from the paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to AFSCME Council 75. The Employer agrees to remit the aggregate deductions together with an itemized statement to AFSCME Council 75 and the Union's designated person(s), on a bi-weekly basis. The itemized statement will be provided electronically in an MS Excel, comma separated value, data interchange format, symbolic link format, tab delimited or space delimited file; and shall include: the employee name, employee identification number, regular hourly wage, wages earned during the relevant period, the pay period dates from which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld if any and the pay period from which they were withheld.

4.3.1 PEOPLE and Other Deductions

The Employer agrees to make employee authorized payroll deductions to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee. Employee authorizations must be in writing and specify an amount to be deducted per pay period.

The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee identification number and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

All PEOPLE Contributions shall be voluntary and may be revoked at any time upon written notice to the Union and the Employer. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

Section 4.4 Timely Deductions

The Union will provide new authorizations or changes in authorizations for employee Union deductions to the Employer by email. The Employer agrees to process payroll deduction authorizations or changes from the next issued paycheck for the previous applicable pay period.

Section 4.5 Quarterly Reconciliation Report

The Employer agrees to run a report comparing the full list of all represented bargaining unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This report shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

Section 4.6 Bulletin Boards

The ~~employer~~**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 it as a specific AFSCME posting area-

Metro Regional Center:

~~Employee Lounge/Lunchroom, Planning Six (6) locations to be determined upon mutual agreement between Employer and Development Department, Communications Department, Property and Environmental Services Department, Finance and Regulatory Services Department, Parks and Nature Department~~the Union.

- South and Central Scalehouses
- South and Central Hazardous Waste Facilities
- Metro Paint
- St. Johns Landfill
- Oregon Zoo (Two separate bulletin boards)
- Oregon Convention Center (Two separate bulletin boards)
- Portland Expo Center (Two separate bulletin boards)
- Portland's 5 Centers for the Arts

Employer and Union will work together to provide bulletin boards at any new work locations.

Section 4.7 Union Access and Representatives

The Employer agrees that representatives of the Union, whether local union representatives, Council representatives, or International Union representatives, shall have access to the premises of the Employer to conduct Union business. The Union shall appoint and certify the names of shop stewards to Employer- ~~and regularly provide a list of these designated representatives to the Employer.~~

~~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 the steward's supervisor prior to engaging in Union activity.~~

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

~~Union Representatives~~The Union shall be permitted to meet with employees during scheduled work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

Union representatives shall be subject to normal building security and safety requirements ~~unless special arrangements are made in advance.~~ Such visits shall not ~~interfere with employees' duties~~cause the employees to neglect their work or interfere with building activities or events in progress.

The Union shall have the right to use the Employer's facilities to conduct Union meetings, based on availability and with at least twenty-four (24) hours' notice. The Employer agrees to allow the Union to use non-fee facilities without charge to the Union. The Union agrees to pay Employer fees, consistent with those applicable to the Employer, for the use of fee-based venue spaces for meetings.

Section 4.8 In-House Mail System, Email Communication and Storage

4.8.1 Email communications

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

- 1.a. Notifying AFSCME represented employees of meetings and scheduling meetings (date, time, place and agenda); and
- 2.b. Scheduling meetings among Union officers, stewards, other representatives and/or members (date, time, place, and agenda).
- c. Union related communications including, but not limited to: New member orientation, collective bargaining, grievance or other dispute investigations, or governance of the Union.
- d. Email communications may not be used to distribute information regarding election campaign material for or against any person or organization.

The ~~employer~~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 Union related calendar appointments.

All Employer systems (including computer, network, and email) are provided for business purposes and are subject to Employer's acceptable use policy and may be subject to public records requests.

4.8.2 In house mail system

The Union is authorized to use the Employer's in-house mail system. The Employer shall not be responsible for the delays in delivery (if they occur) for such materials, and this authorization for the Union to use the mail system shall be permitted only so long as no Employer postage or non-reusable supplies are used.

4.8.3 Storage

Employer shall provide Union an area to store supplies and records, provided that, in Employer's sole discretion, such space is available. It shall be the Union's responsibility to maintain inventory of and/or provide security for such supplies and records. Union shall comply with building's security requirements for securing access to storage.

The Union will hold the Employer harmless for any loss or damage to items contained in storage on Employer's premises.

~~In the event Section that the Employer needs to reoccupy such storage space, reasonable advance notice shall be given to the Union.~~

4.9 Notification and Reporting of Employee Information

~~Via once a month report(s) the employer~~

4.9.1 New Employee, Contact Information and Employment Status Change

Each week, Employer will:

- ~~a. Notify provide the Union of all new hires a report containing the following information for each employee 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.;~~
- a. Provide Employee name;
- b. Employee identification number;
- c. Worksite and Department;
- d. Date of hire;
- e. Employment status change such as leave of absence, separation, retirement or position change;
- f. Classification;
- g. Contact information or change of information such as cellular, home and work telephone numbers; personal and work electronic mail addresses; and home or personal mailing address, if available and/or provided by the employee.

4.9.2 Variable hour employee reporting

~~By the first work day of each month, Employer shall provide the Union notice of a report(s) containing the following information:~~

- ~~b. a. A report containing any changes to name, home mailing address or position of current variable hour employees who have newly begun working within the last month.~~
- ~~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~~
- b. A reporting of total hours worked for the fiscal year for each variable hour employee in the bargaining unit that includes Employee name, Employee identification number, classification and worksite or department.
- c. A reporting of total hours worked within that fiscal year for all non-represented AFSCME classifications working in a variable hour status that includes Employee name, Employee identification number, classification and worksite or department.

4.9.3 Demographic Information

Upon request, the Employer will electronically provide, demographic information of employees in the Union’s bargaining unit collected by the Employer, including but not limited to: age, gender, and race. Such information of non-bargaining unit employers must be requested through Employer’s record request process.

~~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.~~

Within thirty (30) days of employment, new employees and a Union Steward or designee will be granted at least thirty (30) minutes but no more than one hundred twenty (120) minutes of paid time for introductions and to welcome the new employee. Such formal orientation may be conducted in conjunction with the Employer's new employee orientation and the Union will be notified at least ten (10) days in advance of the Employer's new employee orientation. If no such orientation is conducted, or the employee is unable to attend such orientation, within the first thirty (30) days of employment, the formal Union orientation will occur on an individual basis during both employees' scheduled work day within ninety (90) days. The meeting will not cause the employee to neglect their work or interfere with building activities or events in progress.

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. Additional paid time may be granted by mutual agreement of the parties. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining. The parties recognize that bargaining may occur outside of scheduled work hours. Designated representatives who attend a bargaining session outside of scheduled work hours shall be permitted to flex their work hours on the day of the bargaining session in order to attend the bargaining session on paid work time. Bargaining time shall include time spent in preparation for bargaining, at the bargaining table, and in caucus.

Section 4.12 Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer, or person acting on behalf of the Employer, for the purpose of complying with the provisions of this Article.

Section

4.13 Union Activities

The Employer shall allow designated Union representatives a reasonable amount of time to engage in the following activities during work hours and at the Employer's facilities, without loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the Employer and the Union to discuss employment relations;
- f. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees outlined in Section 4.10 of this Article.
- g. Testify in a legal proceeding in which the designated Union representative has been subpoenaed as a witness.

For purposes of this Article, "designated representatives" shall include Union executive board officers, building or site representatives, stewards and their designees.

A non-employee Union Representative shall be permitted access to the Employer's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives. Barring emergencies, a non-employee representative shall give 24-hour prior notice to the Employer of the visit. The non-employee Union Representative shall comply with all safety and security rules while at the facility.

The Employer shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours within the FLSA workweek. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent in these activities nor apply towards the calculation of such time.

Union members performing Union activity as defined in Article 4 will record time spent on activities in the Employer's electronic timekeeping system.

4.13 Release Time

4.13.1 Unpaid Release Time

Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions, not to exceed and twenty (20) working days per fiscal year per employee. The employees' time off will not interfere with the operating needs of the Employer. The employees may use accrued compensatory time, personal holiday, vacation leave, or leave without pay. Employees shall provide their immediate supervisor with at least five (5) working days written notice of the need to perform the activities listed above prior to the time at which the activities will be performed. Employee requests shall not be unreasonably denied and approval of release time may be contingent upon the ability of the Employer to maintain operations or other business needs.

4.13.2 Temporary Employment with the Union

Upon request of the Union, the Employer shall grant leave with pay for temporary employment with the Union for the duration specified by the Union. Temporary employment for the purposes of this article shall be defined as an official position with the union which is not more than one (1) year in duration. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The employee released under this Section shall receive full retirement credit for the entire duration of the release time. The employee will have the right to return to the same classification. The period of leave will not impact the employee's seniority date.

In the event an employee desires to return to the Employer prior to the anticipated end of the release time, the employee must provide the Employer with written notice of this intention no later than thirty (30) calendar days from the requested date of return.

4.13.2.1 There shall be no more than one (1) employee on temporary employment with the Union, as defined by Article 4.13.2, at any given time.

4.13.3 Reimbursed Release Time

The Union agrees to reimburse the Employer for the fully burdened costs of positions that a released employee holds as a result of either a) release time activities under 4.13.1, or b) an approved absence for temporary employment with the Union under 4.13.2, and/or c) other release time approved by the Employer.

The Union will provide the Employer's Supervisor and Employer's Human Resources designee with a written request for release time to be used by the Union designee and shall include: employee name, date(s) and number of release time hours. Written requests for release time under Section 4.13.1 shall be received at least five (5) days in advance of the qualifying event.

On a quarterly basis, the Employer will provide the Union with a report identifying the reimbursement costs for release time. Within thirty days of receipt of this report, the Union will reimburse the Employer and the Employer must deposit the payment within thirty days of receipt. In the event the Union fails to make such payment, the Employer may, in its sole discretion, cancel the release time and immediately recall the employee to their Employer position.

In no event will the Employer be liable for any act, omission or injury suffered by the employee while serving as the designated representative of the Union during the release time period. If the Employer is held liable, the Union shall indemnify the Employer and hold the Employer harmless from all liability arising from the act, omission or injury that occurred during the release time period.

During release time as defined in Sections 4.13.1 and 4.13.2, the employee shall not be eligible for Employer's workers' compensation benefits arising out of an injury or illness occurring during release time.

For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary.

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 Employer 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.

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~~Monday and end at 12:00 a.m. (midnight) the following ~~Saturday~~Sunday.

~~Workweek at Oregon Convention Center:6.1.1~~

~~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 Employer may initiate an alternate workweek schedule, upon mutual agreement of the Union and Employer.

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 Second or Swing Shift~~

~~The second or swing shift for pay purposes shall be defined as any shift which begins after hours worked between 2:00 pm and 9:59 a.m. and ends after 6:00 p.m.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 ~~10~~ Third or 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.~~ hours worked between 10:00 pm and 5:59 am. 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 6.1211 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 paid for the entire shift when the majority of hours worked in that shift fall within the shift as defined in Sections 6.9 and 6.10.~~

Section 6.1312 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 WPES~~ Program Assistant II, RIC, ~~PES Household WPES~~
~~Hazardous Waste Specialist, PES~~ ~~Scalehouse Technician, PES WPES~~ Landfill and Environmental
 Technician, ~~PES~~ ~~Lead WPES~~
 Scalehouse Technician, ~~PES WPES~~ Landfill and Environmental Specialist, ~~PES WPES~~
~~Lead Scalehouse Technician, WPES~~ Traffic Control/Load Inspection Tech I, II, WPES
~~Latex Metro Paint~~ Operations Technician, ~~PES Latex WPES~~
~~Metro Paint~~ Operations Specialist, ~~PES Latex Retail Technician, PES WPES~~

Section 6.13 Intermittent language translation and culturally specific knowledge, skills and abilities

~~An annual stipend of \$1,800, paid \$150 monthly, will be paid to Employees who complete any language translation or review of work products for cultural responsiveness as part of requested work duties but outside of assigned regular duties, for any of the Employer's programs or initiatives. This work shall not include interpretation services that are considered part of the Employer's responsibility to meet requirements for vital services or documents under Title VI.~~

~~Any month in which an employee who provides culturally responsive services and/or expertise will qualify for the stipend. Receipt of this stipend does not make employee ineligible for compensation received for participation as part of a Special committee assignments.~~

Section 6.14 Voluntary time off or temporary reduced schedule

~~Employees may request to voluntarily and temporarily reduce their work schedule for a period of no more than six months. Requests will be provided in writing and include the proposed hours for the temporary reduction and duration. Employer will respond to requests in writing within thirty (30) days of receipt of request. Employer shall not unreasonably deny a temporary reduced schedule request.~~

~~The voluntary reduction in work hours may have an effect on benefits and employees should contact Human Resources in advance of making a final determination to understand the impact of any voluntary reduction on their individual situation. Articles 8.3 and 12.2 regarding proration of benefits shall apply.~~

There will be no effect on the rate of accrual of vacation, sick leave, and holidays. The following benefit areas may be impacted by voluntary time off under the following circumstances:

- Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.
- Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and/or the corresponding reduced salary may lower the premiums and the benefits derived.
- Retirement: voluntary time off does not impact years of service, but may impact calculation of some retirement benefits.

See Article 35 ~~Temporary Variable Hour~~ Employees, for provisions of this article applicable to ~~temporary variable hour~~ employees.

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 for overtime at a rate exceeding time and one-half or to affect a "pyramiding" of overtime.

Section 7.1.1 Flexible schedules and overtime

For non-exempt employees working flexible schedules granted under Article 29, overtime is time over the hours identified in the alternate schedule, unless those hours are less than eight hours in a work day or over forty hours in a single work week.

Section 7.1.2 Assignment of Overtime

The Employer shall give reasonable notice of any overtime to be worked.

Upon request of either party, the Employer and the Union may meet for the purpose of negotiating issues related to the development of methods for the scheduling and distribution of overtime for departments, venues or workgroups. Any proposals agreed to shall be incorporated through a letter of agreement.

7.1.3 Overtime for consecutive days worked at Portland Expo Center

Employees who work 8 or more consecutive days, regardless of workweek, shall begin earning pay at the overtime rate beginning the 8 (eighth) day worked or 64 (sixty-four) hours worked for that consecutive period.

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.

- a. Compensatory 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 Compensatory time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time.
- b. Compensatory 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.

Section 7.3 Bonus Time for ~~Exempt~~ Employees

~~Exempt employees under FLSA, shall not be paid overtime. Additionally, the~~ 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. Bonus time can be awarded to exempt and non-exempt employees.

- 7.3.1a. 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.
- 7.3.2b. An employee being awarded bonus time shall receive notice in writing, to include the number of hours awarded and the reason for the award.
- 7.3.3c. 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.

d. Overtime:

Non-exempt: Bonus time shall not be considered in the calculation of overtime during the FLSA workweek.

Exempt: Exempt employees under FLSA shall not be paid overtime.

Article 8: Holidays

Section 8.1 Recognized Paid Holidays

~~(1)~~1. ~~New Years~~Year's Day;

~~(2)~~2. Martin Luther King Day;

~~(3)~~3. President's Day;

~~(4)~~4. Memorial Day;

5. Juneteenth

~~(5)~~6. Independence Day;

~~(6)~~7. Labor Day;

~~(7)~~8. Veterans Day;

~~(8)~~9. Thanksgiving Day;

~~(9)~~10. Day after Thanksgiving; ~~For~~for those employees whose worksite is Metro Regional Center. ~~For employees, with the exception of the, and administrative staff at~~ Oregon Convention Center ~~and,~~ Portland Expo Center ~~employees, and~~ Portland 5 Center for the Arts. 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~~defer this holiday ~~prior to the end of the fiscal year~~consistent with Section 8.6.

~~(10)~~11. Christmas Eve; for ~~those employees~~utility personnel whose worksite is the Oregon Convention Center or Portland Expo Center. ~~who do not receive the Day after Thanksgiving as a holiday;~~

~~(11)~~12. Christmas Day;

13. 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~~

a. Employees hired between January 1 and June 30 of each fiscal year shall be entitled to one (1) such holiday to be used by the end of the fiscal year.

~~(12)~~b. With the exception of instances provided in item 13.a above, 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 31 and ~~April 1st~~ April 1 through ~~the end of~~ September 30 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 30	New Year's Day Dr. Martin Luther King Jr. Day President's Day
	Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day
Oct 1st through the end of March 31	Memorial Day Juneteenth Independence Day Labor Day

~~1-8.3.1~~ 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.

~~2-8.3.2~~ Exempt employees shall receive holiday pay ~~pro-rated equal~~ equivalent to their ~~FTE status~~ regularly scheduled shift.

~~3-8.3.3~~ 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. After six months of employment, a review of hours worked will be conducted to confirm that the

employee's budgeted FTE status used to determine pro-rated holiday pay since hire date was accurate. In instances where an employee worked more than the budgeted FTE, the employee shall be provided the difference from forecasted FTE and actual hours worked as deferred holiday leave.

4.8.3.4 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.

5-8.3.5 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.

See Article 35 ~~Temporary Variable Hour~~ Employees, for provisions of this article applicable to ~~temporary variable hour~~ employees.

Article 9: Vacation

Section 9.1 Vacation Accrual for Employees ~~Hired on or Before June 30, 2012 and on or before June 30, 2014 for Employees at Oregon Convention Center and Portland Expo Center.~~

Subject to department approval ~~and the provision on initial probationary period,~~ all bargaining unit 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.	.03850577 hours	80120 hours
4 years through completion of 7 yrs.	.05770692 hours	120144 hours
8 years through completion of 11 yrs.	.07700808 hours	160168 hours
12 years plus	.08620923 hours	180192 hours

Section 9.2 Existing accrual rates for OCC and Expo

Oregon Convention Center and Portland Expo Center employees that were accruing two-hundred ~~(200)~~ (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 and on or After July 1, 2014 for Employees at Oregon Convention Center and Portland Expo Center.~~

~~Subject to department approval and the provision on initial probationary period, all bargaining unit employees hired on or after July 1, 2012 and on or after July 1, 2014 for employees at Oregon Convention Center and Portland Expo Center 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 for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or 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 designee. Approval of vacation leave shall be provided in a timely manner.

Section 9.4 Vacation for Probationary Employees

Probationary employees may use accrued vacation. A probationary employee who terminates employment for any reason during the initial probationary period will not be paid for any accrued but unused vacation leave at time of departure.

9.5 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 the Employer 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 9.56 Vacation Payout at Separation

Any regular employee who resigns, retires, is laid off or dismissed from employment with the Employer 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 both physical and mental 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 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~~notify 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~~notify 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 the employee 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

The employer shall comply with the Oregon Family Leave Act.

An employee absent from duty ~~by reason of~~due to the death of ~~the employee's 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~~an immediate family member as defined by the employee shall be allowed time off from 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~~will be allowed. If leave is not used immediately following the death of the family member, the employee will provide their manager with reasonable notice of any absences as a result of Section 11.1. and such requests shall not be unreasonably denied.
~~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~~and receive time off with pay for any regularly scheduled shift to attend such funeral ceremony, subject to the needs of the operation. ~~When an employee participates in a funeral service, the employee 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~~No overtime shall accrue as a result of participation in this event.

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 the employee's appearance in a court of law. Any jury or witness fees will be endorsed over to the Employer. In the event that an employee is excused from jury duty prior to the end of the employee's daily work shift, the employee shall promptly return to work. Employee's participating in jury duty lasting more than half of their scheduled work day will be compensated for time equal to their scheduled work day.

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~~In instances where the dispute is with the Employer, 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~~ 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~~ 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 the employee 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

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 the Employer. 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~~coverage and benefits under COBRA. Any and all such extensions of ~~coverages~~coverage and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Article 12: Health and Welfare

Section 12.1 Joint Labor Management Committee for Health Benefits

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 employee, to serve on the Joint Labor-Management Committee on Health Benefits.

Employer shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to the Employer. The committee shall meet to maintain an ongoing review of health benefit related issues for employees.

A lawful meeting shall be comprised of an equal number of Union and Employer 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 Employer's health insurance programs. Non prorated insurance will be available to employees who work thirty-two (32) hours a week or more.

12.2.1: 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 Employer's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Employer's portion for a full-time employee of \$920.

The remaining \$80 is the full-time employee's portion.

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

12.2.2: 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.

12.2.3: 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.

After six months of employment, a review of hours worked will be conducted to confirm that the employee's budgeted FTE status used to determine benefit eligibility was accurate. In instances where an employee worked more than the budgeted FTE, the employee shall be reimbursed for the employer-paid insurance premium based on the prorated calculation on actual hours worked.

12.2.4: 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 Employer plans.

12.2.5: All employees (.5 - 1.0 FTE) ~~(except for employees at the Oregon Convention Center and Portland Expo Center)~~ who have worked for the ~~Agency~~Employer 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.

12.3.1: The ~~employer~~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 the Employer. 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 12.3.2: Part-time employees in non-benefit eligible positions at the Oregon Convention Center and Portland Expo who have been employed for more than 90 consecutive days in an AFSCME represented position, will be eligible for a healthcare incentive of \$125 in any month they work 80 hours or more. Eligible employees may decline the incentive at any time.

12.3.4 Excise Tax Reopener

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.

12.3.5 Benefit eligibility reopener

For part-time employees working at the Oregon Convention Center and Portland Expo: Should Employer-provided insurance become available at a lower cost, for any reason, than comparable insurance plans through the Affordable Care Act (ACA) or open market, or when plans made available through the ACA and open market become more expensive than Employer-provided plans, the Employer or the Union may reopen this (Health and Welfare) for further negotiations under the expedited bargaining rules.

Section 12.4 Long Term Disability and Accidental Death Dismemberment Insurance

Life Insurance ~~and~~, accidental death and dismemberment, and long term disability ~~coverages~~coverage 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 the Employer 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.

See Article 35 *Temporary Variable Hour Employees, for provisions of this article applicable to temporary variable hour employees.*

Article 13: Retirement Benefits

Section 13.1 Participation

During the term of this Agreement, all eligible bargaining 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 Effective July 1, 2021, the~~ Employer 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, for those who are qualified for PERS, 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~~

~~Employer will pay the six (6) percent of base salary employee contribution through payroll deductions.~~

~~Section 13.3 Employee Contribution also provide an opportunity 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 the Employer 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 to cash out vacation accruals up to 80 hours by December 31, 2021, provided employees retain a minimum 40 hours of vacation accruals in their leave banks.~~

Section 13.43 Unused Sick Leave

The employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. 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 13.54 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~~ 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~~ impact a mandatory subject of bargaining that result in a reduction to the contribution to the Individual Account Program (IAP), and a cost savings for the Employer, 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 Classifications and Salary rate

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 majority of their work hours during a work week, 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 the employee's 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. If an employee reaches their anniversary date during a working out of class assignment, the employee's pay rate will advance one step in their former classification pay range. The employee's working out of class pay will also increase by one step. At the end of the working out of class assignment, the employee will return to their former classification pay range at the step of their anniversary increase.

PES14.3.1 WPES employees at Metro Central and South:

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

- a. If a Scalehouse or HHW employee is assigned to be the acting supervisor for more than three (3) consecutive days the employee 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, the employee 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.
- b. 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 the employee shall be paid at two-hour minimum for the time worked if the employee 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 shall be placed at not less than the next higher step in the new salary range. The next higher step is an increase equal to the next higher rate in the new salary range ~~means the next rate that would provide. Bona fide factors of seniority and experience, as well as any combination of these factors, may allow for a five percent (5%) increase for step placement greater than the promoted employee's next higher rate in the new salary range.~~

Upon completion of promotional probation, employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit the Employer 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 the employer may remove the probationary employee from service. Initial probationary employees may be terminated without recourse to the grievance procedure. The 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.~~

14.6.1 Promotion: upon Completion of Probation

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.

~~(10) consecutive work days.~~

14.6.2 Demotion:

- a. a. Employees who are demoted as a result of a disciplinary action will not serve an additional probationary period.
- b. 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.

14.6.3 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 the 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.

14.6.4 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 the employee 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 new salary range closest to the employee's rate of pay ~~without decreasing the employee's rate of pay taking into consideration the bona fide factors of seniority and experience as well as any combination of these factors, but shall be no higher than the top step in the salary range of the new classification.~~ 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. ~~but the step and grade will reflect that of the new classification.~~ 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 the employee's 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 is an increase equal to the next higher rate in the new salary range ~~means the next rate that would provide.~~ Bona fide factors of seniority and experience may allow for a five percent (5%) increase for step placement greater than the employee next higher step in the new salary range. Any new rate of pay will be effective the first day of the ~~month~~ pay period following the date in which the request was received in Human Resources. Employees sharing the same or substantially similar position descriptions or employees the Employer agrees to treat as a group may file an appeal as a group.

See Article 35 ~~Temporary Variable Hour~~ Employees, for provisions of this article applicable to ~~temporary variable hour~~ employees.

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: AFSCME Pay Schedule (attached), Exhibit B ~~Oregon Convention Center and Portland Expo Center (attached)~~, Pay Schedule adjustments beginning July 1, 2021, and Exhibit C ~~Temporary Employees~~ AFSCME Variable hour employees (attached).

15.1.1: Exhibit A AFSCME Pay Schedule

- Effective upon ratification, but no earlier than the pay period that includes July 1, 2021, employees will receive a wage increase of 1.74%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2022, employees will receive a wage increase of 2.00%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2023, employees will receive a wage increase of 2.50%.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.50%

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).

15.1.2: Exhibit B ~~Oregon Convention Center and Portland Expo Center: Effective~~ Pay schedule adjustments
Beginning upon ratification, but no earlier than the pay period following the ratification of this agreement, employees
~~will~~ that includes July 1, 2021, Employees in classifications with an adjustment listed in Exhibit B Pay schedule adjustments shall
be placed on at the pay step in the salary schedule at a new pay rate equal highest and closest to their current pay rate of pay
~~(step 5 for regular status employees)-plus one step increase.~~

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~~ shall be placed at Step 41 of the new range of the salary schedule and advance to Step 52 upon completion of the probationary period outlined in Article 14 Salary Administration.

15.1.3 Exhibit C Variable hour pay schedule

Effective upon ratification, but no earlier than the pay period that includes July 1, 2019~~2021~~, employees ~~will receive~~working in 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 variable hour status in a one-time payment based on years of service as follows: classification listed in Exhibit C: AFSCME Variable hour pay schedule will receive a wage increase of 1.74% wage increase.~~

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 upon ratification, but no earlier than the pay period following the ratification of this agreement that includes July 1, 2022, 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 the pay period that includes July 1, 2019~~2023, employees will receive a wage increase of 2.5%
- ~~Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.50%.~~5%

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.~~ **15.3.1:** 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.~~ **15.3.2:** 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.~~ **15.3.3:** 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.~~ **15.3.4:** 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.~~ **15.3.5:** 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.

Exhibit A: AFSCME Local 3580 Pay Schedule

Pay schedule at time of ratification, 1.74% wage adjustment will be applied under Section 15.1.1.

METRO 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	14.35 29848	15.08 31366.40	15.84 32947.20	16.64 34611.20	17.47 36337.60	18.34 38147.20	19.25 40040.00	Hourly Annual
02		Vacant Range	15.08 31366.40	15.84 32947.20	16.64 34611.20	17.47 36337.60	18.34 38147.20	19.25 40040.00	20.20 42016.00	Hourly Annual
03		Vacant Range	15.84 32947.20	16.64 34611.20	17.47 36337.60	18.34 38147.20	19.25 40040.00	20.20 42016.00	21.21 44116.80	Hourly Annual
04	0032*	Building Custodian - MRC	16.64 34611.20	17.47 36337.60	18.34 38147.20	19.25 40040.00	20.20 42016.00	21.21 44116.80	22.28 46342.40	Hourly Annual
05	6005*	Administrative Specialist I	17.47 36337.60	18.34 38147.20	19.25 40040.00	20.20 42016.00	21.21 44116.80	22.28 46342.40	23.39 48651.20	Hourly Annual
	0034*	Traffic Control/Load Inspection Technician I								
	0049	Mailroom Coordinator								
06	0040*	Program Assistant I	18.34 38147.20	19.25 40040.00	20.20 42016.00	21.21 44116.80	22.28 46342.40	23.39 48651.20	24.56 51084.80	Hourly Annual
	6026*	Safety and Security Officer								
	0048*	Traffic Control/Load Inspection Technician II								
	0033*	Lead Building Custodian - MRC								
07	0038*	Accounting Technician II	19.25 40040.00	20.20 42016.00	21.21 44116.80	22.28 46342.40	23.39 48651.20	24.56 51084.80	25.79 53643.20	Hourly Annual
	0006*	Food Service/Retail Specialist								
	6020*	Payroll Technician								
	0013*	Scalehouse Technician								
08	6006*	Administrative Specialist II	20.20 42016.00	21.21 44116.80	22.28 46342.40	23.39 48651.20	24.56 51084.80	25.79 53643.20	27.08 56326.40	Hourly Annual
	0015*	Facilities Maintenance Worker								
09	6007*	Administrative Specialist III	21.21 44116.80	22.28 46342.40	23.39 48651.20	24.56 51084.80	25.79 53643.20	27.08 56326.40	28.44 59155.20	Hourly Annual
	0042*	Program Assistant II								
	0026*	Lead Safety and Security Officer								
10	0014*	Lead Scalehouse Technician	22.28 46342.40	23.39 48651.20	24.56 51084.80	25.79 53643.20	27.08 56326.40	28.44 59155.20	29.86 62108.80	Hourly Annual
11	6034*	Property Management Technician	23.39 48651.20	24.56 51084.80	25.79 53643.20	27.08 56326.40	28.44 59155.20	29.86 62108.80	31.37 65249.60	Hourly Annual
	6036*	Education Specialist I								
	6030	Zoo Registrar								
12	6001*	Accountant I	24.56 51084.80	25.79 53643.20	27.08 56326.40	28.44 59155.20	29.86 62108.80	31.37 65249.60	32.92 68473.60	Hourly Annual
	6031*	Assistant Visual Communication Designer								
	6016*	GIS Technician								
	0053*	Facilities Maintenance Technician								
	0055*	Landfill & Environmental Technician								
	0052*	Metro Paint Operations Technician								

*Non-exempt classification
Employees in this class are eligible to receive overtime compensation

Effective: 7/1/20
Revised: 9/1/2020
COLA: 2.50%

Exhibit A: AFSCME Local 3580 Pay Schedule

Pay schedule at time of ratification, 1.74% wage adjustment will be applied under Section 15.1.1.

METRO AFSCME Pay Schedule

13	6009* Administrative Specialist IV	25.79	27.08	28.44	29.86	31.37	32.92	34.57	Hourly
	0331* Hazardous Waste Technician	53643.2	56326.40	59155.20	62108.80	65249.60	68473.60	71905.60	Annual
	6018* Payroll Specialist								
	6024* Program Assistant III								
	0057* Technical Specialist I								
14	6037* Education Specialist II	27.08	28.44	29.86	31.37	32.92	34.57	36.31	Hourly
	0059* Technical Specialist II	56326.4	59155.20	62108.80	65249.60	68473.60	71905.60	75524.80	Annual
	0058* Volunteer Coordinator I								
	0333* Assistant Management Analyst								
	0338* Assistant Public Affairs Specialist								
	6032 Associate Visual Communication Designer								
	0639 Video and Photography Technician								
	0041* Records & Information Analyst I								
15	0063* Metro Paint Operations Specialist	28.44	29.86	31.37	32.92	34.57	36.31	38.14	Hourly
	0045* Facilities Maintenance Specialist	59155.2	62108.80	65249.60	68473.60	71905.60	75524.80	79331.20	Annual
	6002 Accountant II								
	0062 Systems Administrator I								
	0061 Systems Analyst I								
	0301* Procurement Analyst I								
16	0332* Hazardous Waste Specialist	29.86	31.37	32.92	34.57	36.31	38.14	40.04	Hourly
	0064* Landfill & Environmental Specialist	62108.8	65249.60	68473.60	71905.60	75524.80	79331.20	83283.20	Annual
	0073* Technical Specialist III								
	6009 Assistant GIS Specialist								
	6000 Assistant Natural Resource Scientist								
	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 II								
	6033 Senior Visual Communication Designer								
	0065 Volunteer Coordinator II								
17	0067 Systems Administrator II	31.37	32.92	34.57	36.31	38.14	40.04	42.05	Hourly
	0066 Systems Analyst II	65249.6	68473.60	71905.60	75524.80	79331.20	83283.20	87464.00	Annual
	0074 Program Coordinator I								
	0302 Procurement Analyst II								
18	6004 Accountant III	32.92	34.57	36.31	38.14	40.04	42.05	44.14	Hourly
	6013 Associate GIS Specialist	68473.6	71905.60	75524.80	79331.20	83283.20	87464.00	91811.20	Annual
	6014 Associate Natural Resource Scientist								
	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								

*Non-exempt classification
Employees in this class are eligible to receive overtime compensation

Effective: 7/1/20
Revised: 9/1/2020
COLA: 2.50%

Exhibit A: AFSCME Local 3580 Pay Schedule

Pay schedule at time of ratification, 1.74% wage adjustment will be applied under Section 15.1.1.

**METRO
AFSCME Pay Schedule**

19	6040	Endocrinology Research Technician	34.57	36.31	38.14	40.04	42.05	44.14	46.35	Hourly
	6017	Investment Coordinator	71905.6	75524.80	79331.20	83283.20	87464.00	91811.20	96408.00	Annual
	0340	Senior Public Affairs Specialist								
	0075	Program Coordinator II								
	0303	Procurement Analyst III								
20	0476	Construction Project Manager I	36.31	38.14	40.04	42.05	44.14	46.35	48.67	Hourly
	0069	Systems Analyst III	75524.8	79331.20	83283.20	87464.00	91811.20	96408.00	101233.60	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0078	Transportation Engineer I								
21	6036	Lead Real Estate Negotiator	38.14	40.04	42.05	44.14	46.35	48.67	51.11	Hourly
	6027	Senior GIS Specialist	79331.2	83283.20	87464.00	91811.20	96408.00	101233.60	106308.80	Annual
	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								
	0341	Principal Public Affairs Specialist								
	0068	Digital Media Specialist								
	0079	Program Manager								
22	6021	Principal GIS Specialist	40.04	42.05	44.14	46.35	48.67	51.11	53.66	Hourly
	6022	Principal Natural Resource Scientist	83283.2	87464	91811.2	96408	101233.6	106308.8	111612.8	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 II								
	0477	Construction Project Manager II								
	0308	Senior Engineer								

*Non-exempt classification
Employees in this class are eligible to receive overtime compensation

Effective: 7/1/20
Revised: 9/1/2020
COLA: 2.50%

Exhibit B: Pay schedule adjustments

Beginning upon ratification, but no earlier than the pay period that includes July 1, 2021, Employees in classifications with an adjustment listed in Exhibit B Pay schedule adjustments shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one step increase. Some classifications will also have a pay schedule adjustment for July 1, 2022.

<u>Job Code</u>	<u>Current pay range</u>	<u>Classification</u>	<u>New pay range July 1, 2021</u>		<u>New pay range July 1, 2022</u>	
<u>6026</u>	<u>6</u> <u>\$18.34 - \$24.56</u>	<u>Safety and Security Officer</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>
<u>0026</u>	<u>9</u> <u>\$21.21 - \$28.44</u>	<u>Lead Safety and Security Officer</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>		
<u>0032</u>	<u>4</u> <u>\$16.64 - \$22.28</u>	<u>Building Custodians</u>	<u>6</u>	<u>\$18.34 - \$24.56</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>
<u>0033</u>	<u>6</u> <u>\$18.34 - \$24.56</u>	<u>Lead Building Custodian</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>
<u>0015</u>	<u>8</u> <u>\$20.20 - \$27.08</u>	<u>Facilities Maintenance Worker</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>		
<u>0053</u>	<u>12</u> <u>\$24.56 - \$32.92</u>	<u>Facilities Maintenance Technician</u>	<u>13</u>	<u>\$25.79 - \$34.57</u>	<u>13</u>	<u>\$25.79 - \$34.57</u>
<u>0045</u>	<u>15</u> <u>\$28.44 - \$38.14</u>	<u>Facilities Maintenance Specialist</u>	<u>16</u>	<u>\$29.86 - \$40.04</u>	<u>16</u>	<u>\$29.86 - \$40.04</u>
<u>0049</u>	<u>5</u> <u>\$17.47 - \$23.39</u>	<u>Mailroom Coordinator (currently vacant)</u>	<u>7</u>	<u>\$19.25 - \$25.79</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>
<u>0013</u>	<u>7</u> <u>\$19.25 - \$25.79</u>	<u>Scalehouse Technician</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>		
<u>0014</u>	<u>10</u> <u>\$22.28 - \$29.86</u>	<u>Lead Scalehouse Technician</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>		
<u>0034</u>	<u>5</u> <u>\$17.47 - \$23.39</u>	<u>Traffic Control/Load Inspection Technician I</u>	<u>7</u>	<u>\$19.25 - \$25.79</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>
<u>0048</u>	<u>6</u> <u>\$18.34 - \$24.56</u>	<u>Traffic Control/Load Inspection Technician II</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>
<u>6005</u>	<u>5</u> <u>\$17.47 - \$23.39</u>	<u>Administrative Specialist I (Replaces Event receptionist classification)</u>	<u>7</u>	<u>\$19.25 - \$25.79</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>
<u>6006</u>	<u>8</u> <u>\$20.20 - \$27.08</u>	<u>Administrative Specialist II</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>	<u>10</u>	<u>\$22.28 - \$29.86</u>
<u>6007</u>	<u>9</u> <u>\$21.21 - \$28.44</u>	<u>Administrative Specialist III</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>	<u>12</u>	<u>\$24.56 - \$32.92</u>
<u>6008</u>	<u>13</u> <u>\$25.79 - \$34.57</u>	<u>Administrative Specialist IV</u>	<u>15</u>	<u>\$28.44 - \$38.14</u>	<u>16</u>	<u>\$29.86 - \$40.04</u>
<u>0040</u>	<u>6</u> <u>\$18.34 - \$24.56</u>	<u>Program Assistant I</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>		
<u>0042</u>	<u>9</u> <u>\$21.21 - \$28.44</u>	<u>Program Assistant II</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>	<u>12</u>	<u>\$24.56 - \$32.92</u>

<u>Job Code</u>	<u>Current pay range</u>		<u>Classification</u>	<u>New pay range July 1, 2021</u>		<u>New pay range July 1, 2022</u>	
<u>6024</u>	<u>13</u>	<u>\$25.79 - \$34.57</u>	<u>Program Assistant III</u>	<u>14</u>	<u>\$29.86 - \$40.04</u>	<u>16</u>	<u>\$29.86 - \$40.04</u>
<u>0038</u>	<u>7</u>	<u>\$19.25 - \$25.79</u>	<u>Accounting Technician II</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>	<u>10</u>	<u>\$22.28 - \$29.86</u>
<u>6020</u>	<u>7</u>	<u>\$19.25 - \$25.79</u>	<u>Payroll Technician</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>	<u>10</u>	<u>\$22.28 - \$29.86</u>
<u>8485</u>			<u>Event Custodians: See pay information under Building Custodian 0032</u>				
<u>8170</u>	<u>84</u> <u>9</u>	<u>\$18.40 - \$23.37</u>	<u>Utility Maintenance Technician</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>	<u>10</u>	<u>\$22.28 - \$29.86</u>
<u>8175</u>	<u>95</u> <u>0</u>	<u>\$21.63 - \$27.38</u>	<u>Utility Maintenance</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>		
<u>8300</u>	<u>96</u> <u>2</u>	<u>\$22.35 - \$28.27</u>	<u>Utility Maintenance Specialist</u>	<u>12</u>	<u>\$24.56 - \$32.92</u>	<u>13</u>	<u>\$25.79 - \$34.57</u>
<u>8385</u>	<u>97</u> <u>2</u>	<u>\$24.13 - \$30.45</u>	<u>Utility Maintenance Lead</u>	<u>13</u>	<u>\$25.79 - \$34.57</u>		
<u>8490</u>	<u>94</u> <u>1</u>	<u>\$19.61 - \$24.81</u>	<u>Utility Grounds Maintenance</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>	<u>11</u>	<u>\$23.39 - \$31.37</u>
<u>8500</u>	<u>95</u> <u>2</u>	<u>\$17.88 - \$22.61</u>	<u>Utility Worker</u>	<u>7</u>	<u>\$19.25 - \$25.79</u>	<u>9</u>	<u>\$21.21 - \$28.44</u>
<u>8495</u>	<u>96</u> <u>1</u>	<u>\$19.48 - \$24.65</u>	<u>Utility Lead*</u>	<u>8</u>	<u>\$20.20 - \$27.08</u>	<u>10</u>	<u>\$22.28 - \$29.86</u>

Exhibit C: AFSCME Variable hour pay schedule

Upon ratification, but no earlier than the pay period that includes July 1, 2021, variable hour status positions in the following classifications will be placed on Step 1 of the pay range listed in Exhibit A of this Article

Program Assistant I, Zoo

Program Assistant I, RIC

Scalehouse Technicians

Traffic Control/Load Inspection Technician

Safety and Security Officers

Administrative Specialist I at OCC, Expo and P'5 (Event receptionist)

MetroPaint Operations Technician

Hazardous Waste Technicians

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. Employer 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:

~~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~~1 and January ~~1st~~1.
- 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 16 (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 ~~e)~~ 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.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.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.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. 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 Employer
 2. Length of continuous service in the job classification
 - ~~3.~~ 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, the employee shall have layoff and seniority rights to the employee's former regular status AFSCME classification based on the employee's 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

~~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.

~~e.~~ c. Apply for appointment to a vacant 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.~~ d. Accept layoff.

~~e.~~ e. Disputes concerning layoffs shall be handled through the grievance procedure, beginning at step 3.

16.7 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 the employee's 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 the employee 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.~~
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 supervisory 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 as 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.

Article 17: Discipline and Discharge

Section 17.1 Just Cause

Just cause shall refer to the standard that an employer must meet to justify discipline or discharge. No regular or limited duration status employee, nor variable hour employee with more than 1040 continuous service hours may be disciplined or discharged without just cause.

The requirements of this article apply to Union represented regular and limited duration status employees who have completed the probationary period outlined in Article 14, as well as variable hour employees with more than 1040 continuous service hours represented by the Union.

Section 17.2 Investigations

Investigations will be conducted in an efficient and timely manner. The Employer will provide a status update to the union upon request.

An employee may be placed on administrative leave with pay when there is a good faith basis, on the information available, to remove them from the worksite pending an investigation. Administrative leave shall not be considered disciplinary.

Section 17.3 Union Representation

The employer shall notify the Union, in writing, of any investigatory meeting or due process meeting regarding any represented employee. The employer will work collaboratively with the Union to schedule any such meetings.

No employee shall be denied Union representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions. Employees have the right to decline union representation.

Section 17.~~3~~4 Discipline

17.4.1: Discipline is a corrective action taken in response to employee misconduct, rule violation, or poor performance. Discipline shall not be arbitrary or capricious. Employer will make use of progressive discipline unless otherwise warranted by the situation.

Disciplinary actions may include but shall not be limited to the following:

- a. Verbal warning
- b. Written reprimand
- c. Suspension without pay
- d. Transfer or Demotion
- e. Termination from Employment

All disciplinary documentation should be presented to the employee for signature and managed in accordance with Article 22: Personnel File.

17.4.2: Non-disciplinary actions may include Counseling or Letter of Expectation.

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communication device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior.

A Letter of Expectation (LOE) is a tool designed to help the employee succeed by formally documenting performance expectations and requirements. It is not disciplinary.

Neither counselings nor LOE's will be documented in the employees personnel file.

Section 17.5 Discharge Appeal Process

Any ~~regular or limited duration status~~-employee as defined in section 17.1 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~~an employee as defined in section 17.1, the union shall be copied on the discharge notice, subject to the provisions in Section 17.3. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.46 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 17.57 Union Notification of Disciplinary Action

~~When a regular status or limited duration~~When an 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 verbal reprimand, written reprimand, suspension, transfer, demotion, ~~reduction in pay~~ or termination from employment.

Article 18: Safety and Health

Employer agrees to provide a safe and healthful workplace, as required by law. Employer also agrees to provide and maintain all clothing, tools and equipment required by the Employer for use by the employee. (See Article 31)

The Employer 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~~Waste Prevention and Environmental Services ~~Department~~ control.
4. All facilities under Parks and Nature Department control.
5. Oregon Convention Center
6. Portland Expo Center
7. Portland's 5 Centers for the Arts

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. Employer 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 the employee's 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. The Human Resources Department shall simultaneously receive a copy of the grievance. 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. The Human Resources Department shall simultaneously receive a copy of 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. The Human Resources Department shall simultaneously receive a copy of 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 designee shall respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Chief Operating Officer or 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 19.65 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 19.76 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 19.87 Deadline Extension

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

Article 20: Equal Opportunity

Section 20.1

Employer 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 or expression, sexual orientation, veteran status, disability, political affiliation, genetic information, criminal record that has been expunged, Union activity or any other status protected by law, and in full accordance with Employer's Safe and Inclusive Workplace policies.

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~~ Employer's Human Resource Department or the online Prohibited Conduct Complaint form. 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 State of Oregon Employment Relations Board.

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 Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Employer's 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 Employer 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.~~

• Prevent the employee from meeting applicable performance standards.

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.

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Article 24: Inclement Weather, Unsafe Conditions, and Regional Emergency

Section 24.1 ~~Upon determination~~ Determination of the Inclement Weather, Unsafe Conditions, or Regional Emergency

The Chief Operating Officer or their designee has sole authority to determine facility closure or operations curtailment due to inclement weather, unsafe conditions, or regional emergencies.

Section 24.2 Worksite closures and late openings

- a. If the Employer decides to close, or delay the opening of, a worksite due to inclement weather or other unsafe or emergency conditions, employees will be notified as soon as possible but no less than one hour prior to the start of the shift.
- b. Upon determination by the Chief Operating ~~Officer's~~ Officer or their designee, that inclement weather, unsafe conditions exist, or other emergency exists, and such determination results in the decision to open later than regularly scheduled hours or close any ~~Metro site to send of the staff~~ Employer's work locations and direct non-essential employees home before the end of their normal shift, those employees shall receive pay for ~~a~~ their regular scheduled 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 24.2.3 Employee Determination of Unsafe Travel Conditions

If a worksite is open and an employee reasonably decides that inclement weather, unsafe or emergency conditions make it unsafe to report to their worksite, the employee may use accrued vacation, personal holidays, or unpaid leave for that shift. ~~or be authorized to work remotely under Section 24.4 of this Article.~~

Section 24.3.4 Remote work under Article 24

The ~~employer~~ Employer may authorize ~~teleworking~~ remote work in the event of an inclement weather event ~~that does, unsafe condition or regional emergency. Requests from employees to work remotely during such conditions will not require a be~~ unreasonably denied.

Section 24.5 Essential Personnel reporting

Management shall be responsible for identifying essential personnel for each department and worksite. A current list designated essential personnel including employee name, classification and worksite(s) will be provided to the Union no less than once each year by October 15. Generally, essential personnel includes, but is not limited to, employees required to report to Employer's work locations regardless of facility closure of the employee's worksite at management's discretion or curtailment of operations.

~~Section 24.4~~ Employees who are designated as essential personnel, and or any employees who are required to report to work when their worksite has been closed ~~due to, or Employer's other worksites within a 1.25 mile radius have been~~ during inclement weather, unsafe conditions or regional emergency 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.

Section 24.6 Dangerous and Excessive Heat Conditions

During periods of excessive heat or high temperatures, Employer will provide employees with resources such as additional personal protective equipment, resources that support maintaining a healthy body temperature such as cooling scarfs and misters, and additional rest periods to maintain employees' well-being.

Section 24.7 Annual Review of Best Practices

The Employer and Union recognize that ongoing scientific discoveries may affect best practices for employee safety regarding weather situations listed in this Section 24.6. Annually, a joint-management labor committee shall meet prior to May 15 of each year to establish best practices for personal protective equipment and alternatives for employees during high or excessive heat events or unhealthy or hazardous air quality.

Section 24.8 Reopener

During the term of this agreement, the Employer and the Union may mutually agree to meet for the purpose of negotiating working conditions impacted by inclement weather, dangerous or emergency conditions. Any proposals agreed to shall be incorporated through a letter of agreement.

See Article 35 Variable Hour Employees, for provisions of this article applicable to temporary employees.

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

26.1 Contracting Out of Bargaining Unit Work

In the event ~~that a decision~~the Employer decides to contract out work normally performed by bargaining unit members which would result in a reduction of hours ~~for~~, or the layoff of bargaining unit members, the ~~employer~~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). No language in this article shall be construed as a forfeiture of rights under the Public Employee Collective Bargaining Act (ORS 243).

26.2 Automation of Bargaining Unit Work

The Employer will notify the Union in writing of any intention to automate work of the bargaining unit which may impact employee staffing levels.

If the Employer intends to automate such work, the Employer shall provide the Union with no less than thirty (30) days' notice that it intends to request bids or proposals to automate where the decision would result in displacement of bargaining unit members.

During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-savings and efficiency of operations.

26.3 Effect on Displaced Employees

Any reduction of employees as the result of contracting out or automation will be done through attrition or transfer of affected employees to comparable employment, including placement into vacant positions for which they meet the minimum qualifications or have the ability to meet minimum qualifications through skill development opportunities within six months of appointment to the position, as determined by the supervisor. This does not preclude layoff for other reasons including the termination of regular status employees for just cause.

The Employer's obligation to discuss the effect of contracting out bargaining unit work does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution process concerning the decision or the impact.

26.4 Contracted Work Reporting

The Employer shall provide a report of current executed contracts for professional services to the Union at the end of each quarter.

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Employer, subject only to the limitations of this article, laws in effect at the time of execution and duration of this Agreement.

Article 27: Education and Training

Section 27.1 Training

The ~~employer~~Employer and AFSCME Local 3580 share a desire to retain a skilled workforce. To the extent possible, the ~~employer~~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~~Employer, they 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 the employee's ~~Department Director. Department Directors~~Supervisor. Supervisors have the discretion to approve or deny the request.

~~27.3~~ 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 27.34~~ The ~~employer~~Employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Employer may designate certain trainings as required for all employees or those with specific tasks or assignments.

~~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 the employee's 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~~27.5 The Employer and Union recognize the organization's goal to provide equitable programs and to provide employees a safe and inclusive workplace that is free from discrimination, harassment and bullying. In support of these efforts, the Employer and the Union recognize that racial equity and inclusion trainings are a required investment toward these goals.

Article 28: Blank

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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 the employee is qualified; or (3) voluntarily demote to a vacant part-time position for which the employee is qualified.~~

Article 29: Flexible Schedules and ~~Teleworking~~Remote Work

Section 29.1 Individual Flexible Schedule Requests

A Flexible Schedule is defined as an alternate work schedule for regular full-time employees which accommodates Employer'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 Employer'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~~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 the employee's/ 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 Employer of the requested schedule. If the ~~supervisor~~Employer approves the flexible work schedule, the ~~employee(s)~~employees 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~~7 a.m. or after ~~6P~~6 p.m.) meeting or an event on a weekend to represent Employer shall be allowed to take an equal amount of 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. ~~Property~~

29.3.1 Waste Prevention 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~~) regularly scheduled hours shall be allowed to take an equal amount of 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~~Remote Work

~~Teleworking~~Remote work is defined as ~~a working~~any work arrangement ~~in which~~that allows employees to work outside of their primary worksite, usually at home, on a regular basis, at least one day a week. Remote work can be routine, where the ~~workplace~~remote work is located at an alternate location than a regular and recurring part of the employee's regular office-work schedule, or it can be temporary where the remote work is a short-term work arrangement with a specific term or duration. A department may permit ~~teleworking~~remote work on a routine, or temporary/ ~~or~~ad hoc basis. Remote work arrangements will not impair the Employer's need to meet operating requirements. A remote work arrangement shall be mutually agreed to in writing between the supervisor and the employee.

Section 29.5 Remote Work equipment

Employer will provide standard equipment to employees while they are remote working, whether it is on a temporary or routine basis. Standard equipment generally consists of: chair, monitor, mouse, keyboard, and Employer-issued laptop. Employee will make requests for standard equipment in accordance with writing, and employer will approve requests in writing within thirty (30) days of receipt of the request.

Section 29.7 Employer provided workspace

In cases where the Employer may limit opportunities for in-person work activities to be conducted at worksites, and where the employee does not have an appropriate and/or safe work environment to complete remote work, as deemed by the employee for any reason, a work space will be provided to the employee at the Employer's Policyworksite.

Article 30: CDL Policy

Section 30.1 Applicable Drug and Alcohol Policies and CDL Licenses

In the event that any AFSCME-represented employees are assigned duties which require a Commercial ~~Drivers~~Driver's License (CDL), those employees shall be subject to the CDL Drug and Alcohol Policies required by the Federal Department of Transportation.

Section 30.2 Employer Rights for CDL Determinations

Employer reserves the right to determine the number of positions and employees required to perform duties requiring a CDL. Classifications in which a CDL is required must list that requirement and include such information in recruitment information. Employer will provide the Union with 14 (fourteen) days' notice of their intent to require CDL certification to any AFSCME represented classification.

Section 30.3 Voluntary CDL Licensure and Duties

Employees holding a CDL who are employed in Hazardous Waste, Metro Paint or any other classification that does not require a CDL as a minimum qualification, and at management's determination, perform duties that require a CDL, will receive a premium of \$1.00 per hour.

- a. Employer will allow employees in the appropriate classifications that do not require a CDL as a minimum qualification to submit their interest in performing duties requiring a CDL and that are eligible for a CDL premium. Employer reserves the right to determine the selection process to select employees that have submitted interest.
- b. In the event an employee requests to no longer perform duties requiring a CDL, the employee shall make their request in writing and will be eligible to return to previous duties not requiring a CDL within eight (8) weeks from the date the request is received.
- c. Employer may remove duties requiring a CDL from an employee with twenty-one (21) days advanced notice or immediately in the event an employee is not eligible to hold a CDL. Such duties change is not subject to the grievance procedure. If the reason for the removal of such duties is for performance or conduct, the employee will be afforded a due process meeting.

Section 30.4 Classifications Requiring CDL

Employees required to maintain a CDL as part of their job classification may not request removal from performing associated job duties of the license. Employees who fail to maintain a CDL as required by their job classification may be subject to disciplinary action.

Section 30.5 CDL License and Renewal Costs

Employer shall be responsible for all costs associated with training and licensure for CDL certification. Employees shall receive paid time for hours spent in training, test preparation and exam.

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 Employer or must be preapproved by the employee's supervisor prior to purchase.~~

Section 31.1 Payment of Clothing Allowance

Employer shall provide employees covered by this Article with a clothing allowance equal to the dollar amount corresponding to their job classification on the first full paycheck on or after August 1 of each year. Employees on Employer's payroll as of August 1 of each year will receive the maximum benefit. Newly hired employees will receive their allowance in their first full paycheck.

Eligibility will start the day of hire; however, should the employee voluntarily leave before completion of their six (6) month probation, money shall be reimbursed to the Employer through payroll deduction, based on the following pro-rated calculation:

- Less than one (1) month of employment: 100%
- One (1) to three (3) months of employment: 75%
- Four (4) to six (6) months of employment: 50%

No reimbursement deduction will occur if departing employee does not have qualifying earnings for their final payroll period or paycheck to cover the cost of the reimbursement.

Employees shall promptly return all Employer's 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.

Employer 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. Clothing options will consider fit, fabric and sizing for various body types. Requests to accommodate specific needs shall not be unreasonably denied. Changes in the uniform rules will be posted with due notice. ~~Employer 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 the Employer. 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 Employer's 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 Employer's 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.

~~Property~~ Employer is required to provide personal protective equipment to protect the health and safety of all employees.

Section 31.2 Clothing: Waste Prevention and Environmental Services

A. Waste Prevention and Environmental Services Department (PESWPES)

~~_____ Scalehouse Technician Building Service Technician~~

~~Lead Scalehouse Technician Building Service Worker~~

~~Hazardous Waste Technician Building Custodian MRC~~

~~Hazardous Waste Specialist Lead Building Custodian MRC Landfill and Environmental Technician~~

~~Lead Scalehouse Technician Facility Coordinator MRC Landfill and Environmental Specialist~~

~~Facilities Maintenance Hazardous Waste Technician Latex Metro Paint Operations Technician~~

~~Latex~~

~~Hazardous Waste Specialist Metro Paint Operations Specialist~~

~~Traffic Control/Load Inspection Technician I/II~~

For the above-listed classifications Employer 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~~

Employees shall receive an allowance of no more than \$300, as defined in Section 31.1, for the purchase of:

- Pants or shorts
- One (1) belt

- One (1) winter jacket ~~(reimbursed up to \$80 per 12-month period, with~~

Employer will provide the ~~option to combine and spend up to \$160 in a 24-month period).~~ following uniform:

- Five (5) shirts (employee's choice of long or short sleeve)
- Two (2) sweatshirts.

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

~~The above-listed classifications~~ Employees shall receive one (an allowance of no more than \$150, as defined in Section 31.1) pair, for the purchase of enclosed shoes ~~(reimbursed up to \$150 per 12-month period)~~ repairs, insoles, socks, or other items that support the comfort and health of the wearer.

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

~~The above-listed classifications~~

Employees shall receive one (an allowance of no more than \$200, as defined in Section 31.1) pair, for the purchase of safety shoes ~~(reimbursed up to \$175 per 12-month period).~~ The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

3. ~~PESTraffic Control/Load Inspection Technician I/II~~

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- One (1) rain hat
- One (1) raincoat
- One (1) pair rain pants or rainproof coveralls.

B. WPES Waste Transfer Station Operations Staff

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

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform: Two (2) shirts with the Metro logo, each 12-month period (employee's choice of long or short sleeve)

~~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.)~~

PES

C. WPES Solid Waste Support Staff

Administrative Specialists and Program Assistants whose primary job is to support the Solid Waste Operations of WPES shall receive the following:

Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

~~C.D.~~ WPES Construction Project Management and Engineering Staff

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

~~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.)~~

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants or shorts.

Employer will provide the following uniform:

~~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.)~~

PES**E. WPES Inspection Staff**

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

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants or shorts

Employer will provide the following uniform:

- Two (2) shirts with Metro logo, each 12-month period (employee's choice of long or short sleeve)
- Two (2) pair pants each year (reimbursed up to \$70 per pair) One (1) coat with Metro logo every 24 months.

Section 31.3 Clothing: Parks and Nature**A. Parks and Nature Real Estate Staff**

The Facilities Maintenance Technician, Senior Real Estate Analyst, Construction Project Manager, Program Coordinator I/II and Program Manager who periodically visit property and construction sites shall be provided with:

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants.

Employer will provide the following uniform:

- Two (2) shirts with Metro logo each 12-month period (employee's choice of long or short sleeve)
- One (1) pair of safety shoes (reimbursed up to \$300 per winter coat with Metro logo every 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, safety glasses, etc.)
- One (1) rain hat
- One (1) raincoat
- One (1) pair rain pants or rainproof coveralls.

F.B. 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:

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- Two (2) shirts with Metro logo each 12-month period (employee's choice of long or short sleeve)
- One (1) winter coat with Metro logo every 24-month period

- One (1) rain hat every 12-month period
- 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.C. Parks and Nature - Community Education Naturalists and Stewardship Program Staff

Education ~~program staff (naturalist)~~ Specialists and Volunteer Coordinators who regularly perform field work requiring a uniform shall ~~receive~~ be provided with the following uniform:

~~Two (2) long-sleeved~~ Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- Six (6) shirts with Metro logo ~~Two (2) (employee's choice of long or short-sleeved shirts with Metro logo sleeve)~~
- ~~Two (2) pair pants in a color determined by the Employer~~ One (1) winter-weight hat with Metro logo
- One (1) summer hat with Metro logo
- One (1) heavy-duty ranger parka ~~warm winter jacket~~
- One (1) rain jacket
- One (1) wool sweater with Metro logo ~~Nametag~~
- One (1) zip-up sweatshirt with Metro logo
- One (1) pair enclosed shoes (reimbursed up to \$150 per 12-month period) ~~rain pants~~
- Nametag.

Section 31.4 Clothing: Oregon Zoo

H.A. 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 \$70 per 12-month period)~~

~~Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.~~

~~Employees shall receive an allowance of no more than \$80, as defined in Section 31.1, for the purchase of: Pants or shorts~~

Employer will provide the following uniform:

- Five (5) shirts (employee's choice of long or short sleeve)
- One (1) belt
- ~~One (1) pair enclosed shoes (reimbursed up to \$150 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~~

One (1) winter coat

- One (1) fleece jacket or vest.

I.B. 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 Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be replaced by applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.~~

Employer will provide the following uniform every ~~twelve (12)~~ months ~~unless otherwise specified: Four (4):~~

- Three (3) 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~~ Three (3) shirt's (employee's choice of long sleeve or short sleeve).

Employer will provide the following uniform every ~~twenty-four (24)~~ months: ~~Six (6) shirts (employee's choice of long or short sleeve) One (1) hat (baseball hat)~~

- One (1) ~~Black~~ general purpose hat
- One (1) 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 Employer. 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 Employer.~~ 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 Employer will reimburse them after being presented with an original receipt of purchase.~~ Employer representative.

Employer will provide each Security Officer with the following uniform equipment ~~will be provided to each security officer by Employer.:~~

- One (1) ~~officer~~ officer's 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. Section 31.5 - Oregon Convention Center and Portland Expo Staff

A. Full-time employees:

~~Shall receive five~~ Employees shall receive an allowance of no more than \$150, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- 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.~~
- One (1) coat per contract.

B. Part-time employees:

~~Shall receive two~~ Employees shall receive an allowance of no more than \$75, as defined in Section 31.1, for the purchase of enclosed shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employer will provide the following uniform:

- 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~~ waterproof outside coat and coveralls 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~~ One (1) coat per contract.

Section 31.6: Capital Asset Management

Employees in these classifications will receive the following:

Facilities Maintenance Worker

Facilities Maintenance Technician

Building Custodian

Lead Building Custodian

Facility Coordinator

Employees shall receive an allowance of no more than \$200, as defined in Section 31.1, for the purchase of safety shoes. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Employees shall receive an allowance of no more than \$300, as defined in Section 31.1, for the purchase of:

- Pants or shorts
- One (1) belt
- One (1) winter jacket.

Employer will provide the following uniform:

- Five (5) shirts (employee's choice of long or short sleeve)
- Two (2) sweatshirts.

See Article 35 ~~Temporary Variable Hour~~ Employees, for provisions of this article applicable to ~~temporary variable hour~~ employees.

|

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, 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.

|

Article 34: Parking, transit pass and ~~Transportation Demand Management (TDM) Program~~ commuter benefits

Section 34.1

All employees who ~~are eligible and voluntarily elects~~select to participate in ~~the Employer provided~~ 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. Parking availability is managed by the Employer and a wait list coordinated on a first come first served basis.

Section 34.2:

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 34.3. 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 34.4. 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 34.3

~~Employees who are scheduled to start work after 9:00 pm at any worksite will be provided parking by the Employer.~~

Section 34.4 Transit pass

~~Section 34.5. Non-probationary, benefits-eligible employees are eligible to participate in Employer's TDM program.~~

~~Section 34.6.~~

Tri-Met Pass: Based on the availability and Employer's participation in the plan, a Tri-Met pass may be made available to ~~employees on a first come, first serve basis.~~all employees working in an AFSCME represented position who work 10 hours or more each work week for more than 6 months out of the year.

Section 34.5

Non-probationary, benefits-eligible employees are eligible to participate in Employer's Transit Demand Management (TDM) program.

- a. Bicycle/Walk ~~Certificate Incentive~~: \$22.00 ~~certificate for merchandise at selected vendors per month stipend will be provided~~ for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute to a Metro work site for 80% of the month.
- b. 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 Employer's policy.
- c. 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.

Section 34.1 Reopener

During the term of this agreement, the Employer and the Union may mutually agree to meet for the purpose of negotiating transportation related issues such as transit passes and parking fees. Any proposals agreed to shall be incorporated through a letter of agreement.

Article 35: ~~Temporary~~ **Variable Hour** Employees

For the purpose of this contract, Employer recognizes the Union as the exclusive bargaining representative of all ~~temporaryvariable hour~~ employees that are in the job classification of Program Assistants 1 at the ~~ZOO~~ **Zoo and Recycling Information Center**, Hazardous Waste Technicians, Safety/Security Officers, and Scale House Technicians, **Traffic Control/Load Inspectors and Metro Paint Operations 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 ~~Temporaryvariable hour~~ 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.~~ **35.1 Variable hour** employees with less than one thousand forty (1040) continuous service hours ~~from original date of hire~~ are at-will. The employer reserves the right to terminate ~~temporary employees any variable hour employee with one thousand thirty-nine (1039) or less continuous service hours~~, at any time and for any reason, including lack of work, with or without cause. ~~Temporary~~ **Variable hour** employees with more than one thousand forty (1040) continuous service hours will not receive disciplinary action without just cause in accordance to Article 17 and may process their grievance in accordance to Article 19.

~~2.~~ **35.2 Hours and Shifts:** Work scheduled for ~~temporaryvariable hour~~ 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.
~~(10) days in advance.~~

A ~~temporaryvariable hour~~ 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 ~~temporaryvariable hour~~ 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 ~~temporaryvariable hour~~ 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.~~ **35.3 Holidays:** ~~Temporary~~ **Variable hour** 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~~ **Year's** Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

b. Any variable hour employee, who has been employed with Employer for more than one year in a Union represented position, will be eligible for one (1) Personal holiday of 8 hours, each subsequent year of employment upon completion of more than 240 hours worked in the preceding 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. Personal holidays not taken within the fiscal year accrued will be forfeited.

4. **35.4 Health and Welfare:** In order to comply with the Affordable Care Act, ~~Prorated~~prorated insurance will be available to ~~temporary~~variable hour 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 Employer's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Employer's portion for a full-time employee of \$920.

- An employee working 32 hours weekly average would pay $\$1,000 - (.8 \times \$920) =$
● \$264.00
- An employee working 30 hour weekly average would pay $(\$1,000 - (.75 \times \$920) =$
● \$310.00

35.4.1 Variable Hour employee healthcare incentive: Any variable hour employee, who has been employed with Employer for more than 365 consecutive days in a Union represented position, and who is not eligible for insurance under the Affordable Care Act (ACA), will be eligible for a temporary healthcare incentive of \$125 in any month they work 80 hours or more. Eligible employees may decline the incentive at any time.

5. **35.5 Recruitment:** ~~Temporary~~Variable Hour employees will be hired through the general Employer recruitment process, except for the community college program interns who may be appointed as ~~Temporary~~variable hour employees following their internship. ~~Temporary~~Variable Hour employees will be considered internal applicants for Employer recruitments.

6. **35.6 Clothing Allowance:** The following items shall be made available to ~~temporary~~variable hour employees for use during their working hours: Clothing options will take into consideration of fit and sizing for various body types. Requests to accommodate specific fabric, sizing or other needs shall not be unreasonably denied.

Employer is required to provide personal protective equipment to protect the health and safety of all employees.

- a. ~~Hazardous Waste Technicians: Personal protective equipment as need (e.g. OSHA Toes, respirator), two (2) t-shirts, one (1) sweatshirt and~~ Three (3) t-shirts, one (1) sweatshirt, and prescription safety glasses as required. Following five hundred and twenty (520) hours of employment and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes.
- a.b. ~~Traffic Control/Load Inspection Technician I/II: Three (3) t-shirts, one (1) sweatshirt, one rain hat, one raincoat, one pair rain pants or rainproof coveralls and, following five hundred and twenty (520) hours of employment~~ one pair of safety shoes (reimbursed up to, and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes.
\$125) and prescription safety glasses as required.
- c. Metro Paint Operations Technician: Three (3) t-shirts, one (1) sweatshirt, one hat, and following five hundred and twenty (520) hours of employment, and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes
- b.d. ~~Scale House Technicians: Three (3) t-shirts, one (1) sweatshirt, one hat, and personal protective equipment as needed (e.g., safety vest)~~
- e.e. ~~Safety/Security Officers: Two (2) pairs of pants, two (2) polo shirts, pepper spray, handcuffs, ASP baton, and one (1) multi-season jacket.~~
- d.f. Program Assistant 1 – Zoo: 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~~2021 to June 30, ~~2020~~2025. 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.

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	14.00	14.70	15.44	16.21	17.02	17.87	Hourly
	6003*	Visitor Services Worker III	27,726.40	29,120.00	30,576.00	32,115.20	33,716.80	35,401.60	37,169.60	Annual
02	0032*	Building Custodian—MRC	14.00	14.70	15.44	16.21	17.02	17.87	18.76	Hourly
			29,120.00	30,576.00	32,115.20	33,716.80	35,401.60	37,169.60	39,020.80	Annual
03	0050*	Printing/Mail Services Clerk	14.70	15.44	16.21	17.02	17.87	18.76	19.70	Hourly
			30,576.00	32,115.20	33,716.80	35,401.60	37,169.60	39,020.80	40,976.00	Annual
04	0037*	Accounting Technician I	15.44	16.21	17.02	17.87	18.76	19.70	20.69	Hourly
	0023*	Lead Building Custodian—MRC	32,115.20	33,716.80	35,401.60	37,169.60	39,020.80	40,976.00	43,035.20	Annual
05	6005*	Administrative Specialist I	16.21	17.02	17.87	18.76	19.70	20.69	21.72	Hourly
			33,716.80	35,401.60	37,169.60	39,020.80	40,976.00	43,035.20	45,177.60	Annual
06	0040*	Program Assistant I	17.02	17.87	18.76	19.70	20.69	21.72	22.81	Hourly
	6026*	Safety and Security Officer	35,401.60	37,169.60	39,020.80	40,976.00	43,035.20	45,177.60	47,444.80	Annual
	0013*	Scalehouse Technician								
07	0039*	Accounting Technician II	17.87	18.76	19.70	20.69	21.72	22.81	23.95	Hourly
	0006*	Food Service/Retail Specialist	37,169.60	39,020.80	40,976.00	43,035.20	45,177.60	47,444.80	49,816.00	Annual
	6020*	Payroll Technician								
	0330*	Planning Technician								
08	6006*	Administrative Specialist II	18.76	19.70	20.69	21.72	22.81	23.95	25.15	Hourly
	0015*	Facilities Maintenance Worker	39,020.80	40,976.00	43,035.20	45,177.60	47,444.80	49,816.00	52,312.00	Annual
	0051*	Printing/Mail Services Lead								
09	6007*	Administrative Specialist III	19.70	20.69	21.72	22.81	23.95	25.15	26.41	Hourly
	0014*	Lead Scalehouse Technician	40,976.00	43,035.20	45,177.60	47,444.80	49,816.00	52,312.00	54,932.80	Annual
	0042*	Program Assistant II								
10	0036*	Accounting Specialist	20.69	21.72	22.81	23.95	25.15	26.41	27.73	Hourly
	0005*	Storekeeper	43,035.20	45,177.60	47,444.80	49,816.00	52,312.00	54,932.80	57,678.40	Annual
11		Property Management Technician	21.72	22.81	23.95	25.15	26.41	27.73	29.12	Hourly
	6036*	Education Specialist I	45,177.60	47,444.80	49,816.00	52,312.00	54,932.80	57,678.40	60,569.60	Annual
	6030	Zoo Registrar								
12	6001*	Accountant I	22.81	23.95	25.15	26.41	27.73	29.12	30.58	Hourly
	6021*	Assist. Visual Comm. Designer	47,444.80	49,816.00	52,312.00	54,932.80	57,678.40	60,569.60	63,606.40	Annual
	6016*	GIS Technician								
	0053*	Facilities Maintenance Technician								
	0055*	Landfill & Environmental Technician								
	0052*	Metro Paint Operations Technician								

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
13	6008*	Administrative Specialist-IV	23.95	25.15	26.41	27.73	29.12	30.58	32.11	Hourly
	0331*	Hazardous Waste Technician	49,816.00	52,312.00	54,932.80	57,678.40	60,569.60	63,606.40	66,788.80	Annual
	6018*	Payroll Specialist								
	6024*	Program Assistant III								
	0057*	Technical Specialist-I								
14	0016*	Building Service Technician	25.15	26.41	27.73	29.12	30.58	32.11	33.72	Hourly
	6037*	Education Specialist II	52,312.00	54,932.80	57,678.40	60,569.60	63,606.40	66,788.80	70,137.60	Annual
	0059*	Technical Specialist II								
	0058*	Volunteer Coordinator-I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Assoc. Visual Comm. Designer								
	639	Video and Photography Technician								
15	0063*	Metro Paint Operations Specialist	26.41	27.73	29.12	30.58	32.11	33.72	35.41	Hourly
	0043*	Facilities Coordinator	54,932.80	57,678.40	60,569.60	63,606.40	66,788.80	70,137.60	73,652.80	Annual
	6002	Accountant II								
	62	Systems Administrator-I								
	61	Systems Analyst I								
16	0332*	Hazardous Waste Specialist Landfill & Environmental Specialist	27.73	29.12	30.58	32.11	33.72	35.41	37.18	Hourly
	0064*	Specialist	57,678.40	60,569.60	63,606.40	66,788.80	70,137.60	73,652.80	77,334.40	Annual
	306	Assistant Engineer								
	6009	Assistant GIS Specialist								
	354	Assistant Regional Planner								
	343	Assistant Solid Waste Planner								
	6011	Assistant Researcher & Modeler								
	348	Assistant Transportation Planner								
	334	Associate Management Analyst								
	339	Associate Public Affairs Specialist								
	6038	Education Specialist III								
	56	Records & Information Analyst								
	6033	Sr. Visual Comm. Designer								
65	Volunteer Coordinator II									
17	67	Systems Administrator II	29.12	30.58	32.11	33.72	35.41	37.18	39.04	Hourly
	66	Systems Analyst II	60,569.60	63,606.40	66,788.80	70,137.60	73,652.80	77,334.40	81,203.20	Annual

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
18	6004	Accountant III	30.58	32.11	33.72	35.41	37.18	39.04	40.99	Hourly
	307	Associate Engineer	63,606.40	66,788.80	70,137.60	73,652.80	77,334.40	81,203.20	85,259.20	Annual
	6013	Associate GIS Specialist								
	6014	Associate Natural Resource Scientist								
	6015	Associate Transportation Modeler								
	355	Associate Regional Planner								
	344	Associate Solid Waste Planner								
	6015	Associate Researcher & Modeler								
	349	Associate Transportation Planner								
	6025	Property Management Specialist								
335	Senior Management Analyst									
19	6040	Endocrinology Research Technician	32.11	33.72	35.41	37.18	39.04	40.99	43.04	Hourly
	6017	Investment Coordinator	66,788.80	70,137.60	73,652.80	77,334.40	81,203.20	85,259.20	89,523.20	Annual
	340	Senior Public Affairs Specialist								
20	476	Construction Coordinator	33.72	35.41	37.18	39.04	40.99	43.04	45.19	Hourly
	69	Systems Analyst III	70,137.60	73,652.80	77,334.40	81,203.20	85,259.20	89,523.20	93,995.20	Annual
	365	Real Estate Negotiator								
	70	Systems Administrator III								
21	6035	Lead Real Estate Negotiator	35.41	37.18	39.04	40.99	43.04	45.19	47.45	Hourly
	308	Senior Engineer	73,652.80	77,334.40	81,203.20	85,259.20	89,523.20	93,995.20	98,696.00	Annual
	6027	Senior GIS Specialist								
	6028	Senior Natural Resource Scientist								
	356	Senior Regional Planner								
	345	Senior Solid Waste Planner								
	6029	Senior Researcher & Modeler								
	350	Senior Transportation Planner								
	6039	Senior Real Estate Analyst								
	341	Principal Public Affairs Specialist								
68	Digital Media Specialist									
22	6021	Principal GIS Specialist	37.18	39.04	40.99	43.04	45.19	47.45	49.82	Hourly
	6022	Principal Natural Resource Scientist	77,334.40	81,203.20	85,259.20	89,523.20	93,995.20	98,696.00	103,625.60	Annual
	357	Principal Regional Planner								
	346	Principal Solid Waste Planner								
	6023	Principal Researcher & Modeler								
	351	Principal Transportation Planner								
	72	Systems Administrator IV								
	71	Systems Analyst IV								
77	Transportation Engineer									

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

~~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

Signature page

For Metro (Employer)

By


Martha Bennett
Chief Operating Officer

By


Mary Rowe
Human Resources Director

By

~~_____~~
Ross Hume

By

~~
Terry Smith
Human Resources~~

By

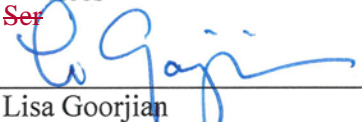
~~_____~~
Matthew Uchtman
Oregon Convention Center

By

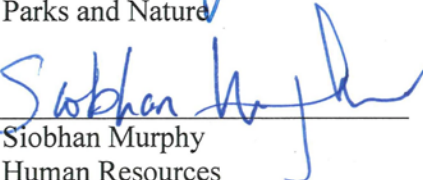
~~_____~~
Oregon Convention Center

By

~~_____~~
vices


Lisa Goorjian
Parks and Nature

58


Siobhan Murphy
Human Resources

For AFSCME Local 3580 (Union)

BY


Elizabeth K. Goetzinger
President

By


Angela Houck
Chief Steward

By


John Brandsberg

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Vice red

By ~~N~~ ~~rn~~

~~_____~~
Member at large

By

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Laurarie
Member at large

By

By

~~BYT~~

Member-at-large

By ~~ai.v~~ ~~clornk~~

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~~Kati Hanks-
Lashley~~
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Member-at-large

By ~~i~~ ~~"~~ ~~'~~ ~~4'~~ ~~=~~ ~~tr~~

~~Ross Kiely~~

~~AFSCME Council 75 Representative~~

For Ratification

For Ratification

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 21-5193 FOR THE PURPOSE OF RATIFYING THE 2021-2025 COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME 3580 AND METRO.

Date: July 8, 2021

Prepared by: Elizabeth Arnott, Labor and Employee Relations Program Supervisor

BACKGROUND

This resolution is submitted to ratify the contract between AFSCME 3580 and Metro for the period July 1, 2021 through June 30, 2025. Total current membership in AFSCME 3580 is 349 employees. This four-year agreement contains the following key economic elements:

I. Wages - Cost-of-Living Adjustments:

- a. Upon ratification, a 1.74% cost of living adjustment will be made to the wage schedule.
- b. Effective the pay period including July 1, during the term of the agreement, wages will be increased by the following amounts: 2022 – 2%, 2023 – 2.5%, 2024 – 2.5%.
- c. Upon ratification, the cost of living will be added to Step 1 of the first pay range of the contract's pay schedule for each year and the remainder of the schedule will be developed maintaining an approximate spread of 5% between steps and ranges.

II. Wages – Grade Adjustments:

- a. 28 classifications were re-graded, with the plan to increase the minimum wage for AFSCME 3580 employees at Metro to \$20 (from \$16) at Metro by July 1, 2022. Variable hour status positions in these classifications will also see a wage increase.

III. Retirement

- a. Metro will pay the 6% Individual Account Plan (IAP) contribution for all PERS eligible AFSCME employees. AFSCME employees who were paying their own 6% IAP contribution previously will see a 6% increase in take home pay beginning with the June 28 pay period.
- b. All employees can request a one-time cash out of up to 80 hours of vacation until Dec. 31, 2021.

IV. Time Off

- a. Formally added Juneteenth as a paid holiday.
- b. Expanded sick leave to include both physical and mental illness.
- c. Removed discipline related to excessive sick leave abuse.
- d. Expanded bereavement leave to include immediate family as defined by the employee (family of choice).

IV. Additional Provisions:

- a. The parties have agreed to develop the following organization-wide policies with Union input: Inclement Weather, Bi-Lingual Pay, Parking, Transportation, Remote Work. The parties have agreed that the effects of such policies will be bargained.

ANALYSIS/INFORMATION

1. Known Opposition: none

2. Legal Antecedents: Previously ratified AFSCME 3580 and 3580-1 collective bargaining agreements.

3. Anticipated Effects: Metro operations will continue uninterrupted.

4. Budget Impacts: The 21-22 Adopted Budget was finalized prior to the ratification of the agreement. If budgetary changes are necessary, they will be presented to the Metro Council for consideration later in the fiscal year.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of the resolution