 **Metro** | *Agenda*

Meeting: Metro Council
Date: Thursday, September 4, 2014
Time: 2:00 p.m.
Place: Metro, Council Chamber

CALL TO ORDER AND ROLL CALL

- 1. INTRODUCTIONS**
- 2. CITIZEN COMMUNICATION**
- 3. CONSIDERATION OF COUNCIL MEETING MINUTES FOR AUGUST 14, 2014.**
- 4. RESOLUTIONS**
 - 4.1 Resolution No. 14-4557, For the Purpose of Ratifying the 2014-2017 Collective Bargaining Agreement Between AFSCME 3580 and Metro.** **Lisa Colling, Metro**
- 5. CHIEF OPERATING OFFICER COMMUNICATION** **Martha Bennett, Metro**
- 6. COUNCILOR COMMUNICATION**

ADJOURN

Television schedule for September 4, 2014 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Thursday, September 4, 2:00 p.m.</p>	<p>Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 <i>Date:</i> Sunday, September 7, 7:30 p.m. <i>Date:</i> Monday, September 8, 9 a.m.</p>
<p>Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 <i>Date:</i> Monday, September 8, 2 p.m.</p>	<p>Washington County and West Linn Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Saturday, September 6, 11 p.m. <i>Date:</i> Sunday, September 7, 11 p.m. <i>Date:</i> Tuesday, September 9, 6 a.m. <i>Date:</i> Wednesday, September 10, 4 p.m.</p>
<p>Oregon City and Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.</p>	

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times. Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities.

Metro’s nondiscrimination notice

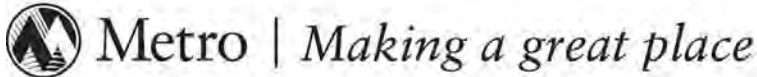
Metro respects civil rights. Metro fully complies with Title VI of the Civil Rights Act of 1964 that bans discrimination on the basis of race, color or national origin. For more information on Metro’s civil rights program, or to obtain a Title VI complaint form, visit www.oregonmetro.gov/civilrights or call 503-797-1536. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. All Metro meetings are wheelchair accessible. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1536 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 7 business days in advance of the meeting to accommodate your request. For up-to-date public transportation information, visit TriMet’s website at www.trimet.org.

Agenda Item No. 3.0

**CONSIDERATION OF COUNCIL MEETING MINUTES FOR
AUGUST 14, 2014.**

Minutes

Metro Council Meeting
Thursday, September 4, 2014
Metro, Council Chamber



METRO COUNCIL MEETING

Meeting Summary

Aug. 14, 2014

Metro, Council Chamber

Councilors Present: Council President Tom Hughes, and Councilors Shirley Craddick, Sam Chase, Kathryn Harrington, Bob Stacey, Carlotta Collette and Craig Dirksen

Councilors Excused: None

Council President Tom Hughes called the regular council meeting to order at 2 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

Ron Swaren, Portland: Mr. Swaren shared a map of the proposed Western Arterial Highway that was researched by the Southwest Regional Transportation Council in the state of Washington. Mr. Swaren expressed that there would be enough support from supporters of mass transit, alternate transit and freight as it can address the issues raised by all sides. Mr. Swaren highlighted specific features that he felt were important in meeting the needs and addressing the challenges that the other projects face.

3. CONSENT AGENDA

Motion:	Councilor Craig Dirksen moved to approve Aug. 14 consent agenda, which consisted of: <ul style="list-style-type: none">• Consideration of the Council minutes for Aug. 7, 2014; and• Resolution No. 14-4555, For the Purpose of Appointing the Following Member to the Metro Policy Advisory Committee (MPAC): José Luis Nava as Washington County Citizen Alternate.
Second:	Councilor Bob Stacey seconded the motion.

Vote: Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion passed.

4. RESOLUTIONS

4.1 **Resolution No. 14-4536**, For the Purpose of Amending and Updating the Natural Areas Implementation Work Plan.

Motion:	Councilor Shirley Craddick moved to approve Resolution No. 14-4536.
Second:	Councilor Kathryn Harrington seconded the motion.

Ms. Kathleen Brennan-Hunter, Natural Areas Program Director requested approval for changes to the Natural Areas Work plan and offered some background context for the proposed changes, beginning with the voter-approved 2006 Natural Areas bond measure. Ms. Brennan-Hunter referred to an Executive Session when the Metro Council requested that the Natural Areas department in 2013 looked at how the acquisition of land was conducted with a review from the Natural Areas Program Performance oversight committee. The committee includes real estate experts and attorneys who work on real estate transactions to garner their feedback in developing the proposed changes.

The proposed changes include global revisions to the Work Plan, intended to (1) integrate the Open Spaces Work Plan and the Natural Areas Work Plan into one document, and (2) incorporate in the various amendments made by Council Resolutions over the last eight years, and (3) amend and update the Work Plan to reflect changed market conditions.

Council discussion

Councilors asked clarifying questions in regards to the changes in the amount required to designate an appraisal review. Ms. Brennan-Hunter responded that more than 76 properties of the 136 purchased by Metro have been over the \$250,000 threshold. The proposed change would allow the Office of the metro attorney discretion to request a review if there are any questions about a particular appraisal. Councilors thanked Ms. Brennan-Hunter and expressed to satisfaction with the seriousness and diligence in the oversight process.

Vote:	Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion <u>passed</u> .
-------	--

4.2 **Resolution No. 14-4545**, For the Purpose of Submitting to the Voters on November 4, 2014, the Question of Whether or Not to Retain Metro Charter Provision Chapter ii, Section 5 (4)(b).

Motion:	Councilor Kathryn Harrington moved to approve Resolution No. 14-4545.
Second:	Councilor Bob Stacey seconded the motion.

Ms. Alison Kean, Attorney for Metro provided context regarding Res. No. 14-4545. The Metro Charter was amended in 2002 to add the following provision to Charter Chapter II Section 5, subsection 4 (b): Protection of Livability of Existing Neighborhoods as Density Increase Prohibited. Neither the Regional Framework Plan nor any Metro ordinance adopted to implement the plan shall require an increase in the density of single-family neighborhoods within the existing urban growth boundary identified in the plan solely as Inner or Outer Neighborhoods.

Ms. Kean clarified that language in the Metro Charter requires the Metro Council to submit to the Metro area voters at the November 2014 general election the question of whether or not to retain this provision of the Metro Charter. If the voters vote yes, the prohibition is retained until a required vote again in 15 years; if they vote no, the prohibition is repealed.

Council discussion

Councilor Stacey offered historic context for the Charter and his personal support for bringing the Charter language before the voters as it represents a continuing acknowledgment and assurance that Metro operates a planning process that respects all those values of the community.

Vote:

Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion <u>passed</u> .
--

4.3 Resolution No. 14-4556, For the Purpose of Approving the Willamette Falls Riverwalk Memorandum of Understanding with City of Oregon City, Clackamas County and State of Oregon.

Motion:	Councilor Carlotta Collette moved to approve Resolution No. 14-4556.
Second:	Councilor Shirley Craddick seconded the motion.

Ms. Hillary Wilton, Senior Project Manager of Metro presented the staff report and offered introductory comments for the Willamette Falls Riverwalk Memorandum of Understanding (MOU) with the city of Oregon City, Clackamas County and State of Oregon. Ms. Wilton acknowledged that the MOU documents the partners' shared history on the Willamette Falls Project, goals and roles in moving forward to deliver public access to Willamette Falls. Ms. Wilton explained that the Riverwalk is recognized by Metro's partners as a critical first investment for redevelopment of the adjacent Blue Heron property. Furthermore, the MOU will allow staff to move forward with property negotiations for an easement for the Riverwalk with the property owners and be prepared to propose a plan to the state for the \$5 million in Lottery Back Form they have allocated for the project, which is due in spring of 2015.

Council discussion

Councilor Collette expressed satisfaction with the MOU and was pleased to have the opportunity to share the progress that has been made with her colleagues. Councilor Collette clarified that the MOU clearly indentifies the roles that each of the partners will play in creating access to the falls. Councilor Collette asserted that public access to the edge of the falls is critical for the public to experience as it will set the foundation in putting together a funding strategy and gaining participation in the process of matching the state funding. Councilors expressed support and

satisfaction with the work that has been done to move the MOU forward and begin the investment of a new amenity in the Metro region.

Vote:

Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion passed.

5. CHIEF OPERATING OFFICER COMMUNICATION

Ms. Martha Bennett provided updates on the following items:

- Informed Council that the weekend of Aug.16th there will be a tour coming to Portland with Skate and BMX experts in downtown Portland between Jefferson and Salmon Street outside of the Portland 5 venue to highlight stunt skating and biking.
- Reminder of the upcoming event to be held at Lone Fir Cemetery on Saturday, Aug. 16 sponsored by the Lone Fir Cemetery Foundation and Metro, there will be an exclusive free beer tasting to raise awareness of the Bottler's Tomb. Participants can taste beers and get a chance to vote for their favorite. The event is limited to the first 150 people so folks must register to attend. For more information please visit www.friendsoflonefircemetery.org
- The weekend of Aug.16 there will be the Professional Disc Golf Association's World Championship at Blue Lake Park. Participation is anticipated to reach over 400 with Saturday's Finals beginning at 9 a.m. followed with an awards ceremony that evening.
- Update on the Equity Strategy Committee and two new recent appointments to the Advisory Committee: Irene Konev, City of Portland Auditor's Independent Police Review, Community Outreach Coordinator. Noela Nalujjuna, Nike Corporate Auditor who will serve as an alternate to Virginia Nguyen. The Equity Strategy Advisory committee is scheduled to have their first meeting with the Technical Advisory Committee next Wednesday and Metro Councilors are encouraged to attend.
- The work session on September 2 will host Craig Campbell to lead a discussion on the Oregon Transportation Forum's work to develop a transportation funding policy package for the 2015 legislative session.

6. COUNCILOR COMMUNICATION

Councilors provided updates on the following meetings or events: Metro Policy Advisory Committee meeting, Transit Oriented Steering Committee, system planning for Parks and Natural Areas, Willamette Falls Heritage Area Coalition, Joint Policy Advisory Committee on Transportation and the Annual Political Paddle Challenge on the Tualatin River.

7. ADJOURN

There being no further business, Council President Hughes adjourned the regular meeting at 3:16 p.m. The Metro Council will convene the next regular council meeting on Thursday, Sept. 4 at 2 p.m. at Metro's Council Chamber.

Respectfully submitted,



Jessica Rojas, Council Policy Assistant

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF AUG. 14, 2014

Item	Topic	Doc. Date	Document Description	Doc. Number
3.1	Minutes	8/14/2014	Council Minutes for Aug. 7, 2014	81414c-01
2.	Testimony; Handout	N/A	Zoo Employees	81414c-02
2.	Testimony	8/14/14	Western Arterial Highway	81414c-03

Agenda Item No. 4.1

Resolution No. 14-4557, For the Purpose of Ratifying the
2014-2017 Collective Bargaining Agreement Between AFSCME
3580 and Metro.

Resolutions

Metro Council Meeting
Thursday, September 4, 2014
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING THE 2014-)	RESOLUTION NO. 14-4557
2017 COLLECTIVE BARGAINING)	
AGREEMENT BETWEEN AFSCME 3580 AND)	Introduced by Martha Bennett, Chief
METRO.)	Operating Officer, in concurrence with
)	Council President Hughes

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 three year collective bargaining agreement; and

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

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

Now Therefore,

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

ADOPTED by the Metro Council this 4th day of September, 2014.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

Collective Bargaining Agreement

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

July 1, 2014~~01~~ – June 30, 2017



METRO

Table of Contents

<u>Article 1: Preamble</u>	<u>3</u>
<u>Article 2: Recognition</u>	<u>3</u>
<u>Article 3: Management Rights</u>	<u>4</u>
<u>Article 4: Union Security</u>	<u>5</u>
<u>Article 5: No Strike or Lockout</u>	<u>97</u>
<u>Article 6: Hours and Shifts</u>	<u>97</u>
<u>Article 7: Overtime, Compensatory Time, and Bonus Time</u>	<u>119</u>
<u>Article 8: Holidays</u>	<u>1140</u>
<u>Article 9: Vacation</u>	<u>1442</u>
<u>Article 10: Sick Leave</u>	<u>1514</u>
<u>Article 11: Other Leaves</u>	<u>1746</u>
<u>Article 12: Health and Welfare</u>	<u>1917</u>
<u>Article 13: Retirement Benefits</u>	<u>2220</u>
<u>Article 14: Salary Administration</u>	<u>2220</u>
<u>Article 15: Wages</u>	<u>2623</u>
<u>Article 16: Seniority</u>	<u>2725</u>
<u>Article 17: Discipline and Discharge</u>	<u>3128</u>
<u>Article 18: Safety and Health</u>	<u>3129</u>
<u>Article 19: Grievance Procedure</u>	<u>3229</u>
<u>Article 20: Equal Opportunity</u>	<u>3331</u>
<u>Article 21: Complete Agreement, Letters of Agreement, Demand to Bargain</u>	<u>3431</u>
<u>Article 22: Personnel File</u>	<u>3532</u>
<u>Article 23: Outside Employment</u>	<u>3533</u>
<u>Article 24: Inclement Weather</u>	<u>3633</u>
<u>Article 25: Recoupment of Wage and Benefit Overpayments and Underpayments</u>	<u>3633</u>
<u>Article 26: Contracting Out</u>	<u>3734</u>
<u>Article 27: Education and Training</u>	<u>3734</u>
<u>Article 28: Job Sharing</u>	<u>3835</u>
<u>Article 29: Flexible Schedules and Teleworking</u>	<u>3835</u>
<u>Article 30: CDL Policy</u>	<u>3936</u>
<u>Article 31: Clothing Allowances</u>	<u>3936</u>
<u>Article 32: Joint Labor Management Committee</u>	<u>4441</u>

Article 33: Savings Clause..... 4544
Article 34: Term of Agreement..... 4544
Signature Page..... 4643
Appendix A: Letter of Agreement Regarding TDM Program..... 5344
Letter of Agreement – Criminal Background Checks
Letter of Agreement – Sick Leave Reduction Committee
Letter of Agreement -- HDHP/HAS
Exhibit A: Pay Schedule

Article 1: Preamble

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

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

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

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

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

Article 2: Recognition

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all regular and limited duration status employees of Metro, excluding employees who are covered under a separate collective bargaining agreement with Metro, confidential and supervisory employees as defined by ORS 243.650(6) and (23), and employees assigned to the Office of the Chief Operating Officer and Council Office. In the event of a dispute between the parties regarding the confidential or supervisory status of any employee, the parties shall meet and discuss the matter at a mutually agreeable time and place. In the event that the parties are unable to agree on the employee's status, either party may petition the Employment Relations Board of the State of Oregon to resolve the matter.

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

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

Limited Duration Status Employee: An employee who is in a budgeted FTE position and has passed the initial probationary period; and is serving in a limited duration position for a duration not less than three months, and not to exceed the duration of the soft funding source when assigned to such a position. Employees hired into a limited duration position serve a

probationary period and are governed under the same terms of the contract as regular status employees unless otherwise specified in this agreement.

Section 2.2 Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty (1040) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees but may be used during bona fide recruitment of regular or limited duration status employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

Temporary employees shall not be used in a manner that circumvents the appropriate establishment of regular or limited duration status positions.

Article 3: Management Rights

The employer shall have and retain the sole responsibility for the management and operation of all Metro functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determining Metro's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Metro;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force and issuing or changing work orders and rules.
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- (7) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- (8) Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement; and
- (9) Introducing new or improved methods, equipment or facilities.

(10) Completing performance evaluations of employees as required.

(11) Classifying, reclassifying or merging positions as required.

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

Article 4: Union Security

Section 4.1 Membership

a.) All employees covered by this Agreement shall within (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done on an annual basis.

Formatted: Font: Not Bold, No underline

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.

~~Membership or non-membership in the Union shall be guaranteed as an individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and Metro.~~

Section 4.2 Fairshare

Metro agrees to 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, Metro agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all

employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4.5 Indemnification

The Union agrees that it will indemnify, defend and hold Metro harmless from all suits, actions, proceedings, and claims against Metro, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's implementation of Sections 4.1 – 4.4 of this Article. In the event any decision is rendered by a court of competent jurisdiction or by enacted law that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

Section 4.6 Bulletin Boards

Metro agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting. Each bulletin board will have a sign designating a specific AFSCME posting area.

Metro Regional Center:

~~Employee Lounge/Lunchroom, Planning and Development Department, Communications Department, Parks and Environmental Services Department, Finance and Regulatory Department, Sustainability Center~~
~~Planning and Development Department~~
~~Communications Department~~
~~Parks and Environmental Services Department~~
~~Finance and Regulatory Services Department~~
~~Sustainability Center~~

South and Central Scalehouses
South and Central Hazardous Waste Facilities
Metro ~~Paint/Latex~~
St. Johns Landfill
Zoo (Two separate bulletin boards)

Formatted Table

Section 4.7 Union Representatives

The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the steward's or employee's work Metro agrees to arrange a mutually agreeable time within seventy-two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

Section 4.8 Email Communication

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

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

Section 4.9 Notification

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

Formatted: Font: Not Bold

Formatted: Font: Not Bold, No underline

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

Section 4.10 New Employee Union Orientation

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

Formatted: Font: Not Bold

Formatted: Font: Not Bold, No underline

Section 4.11 Negotiations

For successor contract negotiations, management will pay a combined total of up to 200 hours of bargaining time in regular wages, on a scheduled work days, for those current AFSCME 3580 non-exempt employees who serve on the Union bargaining team. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining.

Formatted: Font: Not Bold

Formatted: Font: Not Bold, No underline

Article 5: Hours and Shifts

Section 5.1 Workweek

Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week. Provided, however, that this Section shall not govern the payment of overtime, which shall be strictly

governed by Article 7. For accounting purposes the work week will begin at 12:01 a.m. on Sunday and end at 12:00 a.m. (midnight) the following Saturday.

Section 5.2 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 5.3 Exceptions to Workweek Definition

Notwithstanding the workweek set forth in 5.1 and 5.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.

Section 5.4 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 5.5 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 5.6 Swing Shift

The second or swing shift for pay purposes shall be defined as any shift which begins after 9:59 a.m. and ends after 6:00 p.m. Employees scheduled on the shift shall receive a shift premium of \$1.30 per hour upon ratification, \$1.35 on July 1, 2012 and \$1.40 on July 1, 2013, in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.7 Graveyard Shift

The third or graveyard shift for pay purposes shall be defined as any shift which begins after 6:59 p.m. or prior to 6:00 a.m. Employees scheduled on the third shift shall receive a shift premium of \$1.35 per hour upon ratification, \$1.40 on July 1, 2012 and \$1.45 on July 1, 2013, in addition to the regular hourly rate (as set forth in Exhibit A).

Section 5.8 Differential Payment Across Shifts

The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

Section 5.9 Weekend Differential

Employees in the below listed classifications who work weekends shall be paid a differential of \$1.35 per hour upon ratification, \$1.40 on July 1, 2012 and \$1.45 on July 1, 2013 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 5.6 and 5.7.

Household Hazardous Waste Technician, PES
Household Hazardous Waste Specialist, PES

Formatted: Indent: Left: 0"

~~Landfill and Environmental Technician, PES~~
~~Landfill and Environmental Specialist, PES~~
~~Latex Operations Technician, PES~~
~~Latex Operations Specialist, PES~~
~~Latex Retail Technician, PES~~
Program Assistant II in the Recycling Information Center of the Sustainability Center
~~Scalehouse Technician, PES~~
~~Lead Scalehouse Technician, PES~~

Article 56: No Strike or Lockout

Section 56.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Metro. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 56.2 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 6.1 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 and end at 12:00 a.m. (midnight) the following Saturday.

Section 6.2 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 6.3 Exceptions to Workweek Definition

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

Section 6.4 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 6.5 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 6.6 Swing Shift

The second or swing shift for pay purposes shall be defined as any shift which begins after 9:59 a.m. and ends after 6:00 p.m. Employees scheduled on the shift shall receive a shift premium of \$1.30 per hour upon ratification, \$1.35 on July 1, 2012 and \$1.40 on July 1, 2013, in addition to the regular hourly rate (as set forth in Exhibit A).

Section 6.7 Graveyard Shift

The third or graveyard shift for pay purposes shall be defined as any shift which begins after 6:59 p.m. or prior to 6:00 a.m. Employees scheduled on the third shift shall receive a shift premium of \$1.35 per hour upon ratification, \$1.40 on July 1, 2012 and \$1.45 on July 1, 2013, in addition to the regular hourly rate (as set forth in Exhibit A).

Section 6.8 Differential Payment Across Shifts

The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

Section 6.9 Weekend Differential

Employees in the below-listed classifications who work weekends shall be paid a differential of \$1.35 per hour upon ratification, \$1.40 on July 1, 2012 and \$1.45 on July 1, 2013 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 5.6 and 5.7.

Household Hazardous Waste Technician, PES

Household Hazardous Waste Specialist, PES

Landfill and Environmental Technician, PES

Landfill and Environmental Specialist, PES

Latex Operations Technician, PES

Latex Operations Specialist, PES

Latex Retail Technician, PES

Program Assistant II in the Recycling Information Center of the Sustainability Center

Scalehouse Technician, PES

Lead Scalehouse Technician, PES

Formatted: Indent: Left: 0"

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

Section 7.2 Compensatory Time

Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four day workweek employees) or forty (40) hours per workweek.

Section 7.3 Bonus Time for Exempt Employees

Exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time. Metro may, at its sole discretion, allow exempt employees "bonus time" off as determined appropriate by the Department Director. The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered as the exercise of a Management Right allowed by Article 3 of this Agreement.

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

Article 8: Holidays

Section 8.1 Recognized Paid Holidays

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Day after Thanksgiving; For those employees whose worksite is Metro Regional Center. For employees whose worksite remains open for business on the day after Thanksgiving, upon mutual agreement with their supervisor, they may take that day if business operations allow, or choose another day to take this holiday prior to the end of the fiscal year.
- (10) Christmas Day;
- (11) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

Section 8.2 Holiday Pay

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

Section 8.3 Part-time Proration

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

Formatted: Underline
Formatted: Normal, No bullets or numbering

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

Formatted: Font: Not Bold, No underline
Formatted: Normal

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:

Formatted: Normal

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.

Article 9: Vacation

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

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

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
Date of hire through completion of 3 yrs	.0385 hours	80 hours
4 years through completion of 7 yrs.	.0577 hours	120 hours
8 years through completion of 11 yrs.	.0770 hours	160 hours
12 years plus	.0862 hours	180 hours

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

Subject to department approval and the provision on initial probationary period, all bargaining unit employees hired on or after July 1, 2012 shall be granted annual vacation leave with pay based on hours worked, accruing at the following rates:

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
-----------------------------------	------------------------	--

Date of hire through completion of 3 yrs	.0577 hours	120 hours
4 years through completion of 7 yrs.	.0692 hours	144 hours
8 years through completion of 11 yrs.	.0808 hours	168 hours
12 years plus	.0923 hours	192 hours

Section 9.3 Vacation Leave Approval

Regular and limited duration status employees who have been employed by Metro for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency.

Section 9.4 Vacation Accrual Maximum

Employees shall not accumulate more than two hundred seventy-five (275) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 275 hours maximum. If denial of a vacation request prevents an employee from avoiding the 275 hour maximum, the employee shall be paid at regular rate for those hours accrued over 275 hours. This article is subject to the provision that Metro shall have the option to "buy back" any vacation hours over 250 that an employee has accrued at the end of each fiscal year, at the employee's regular straight time rate.

Section 9.5 Vacation Payout at Separation

Any regular employee who resigns, retires, is laid off or dismissed from employment with Metro shall be entitled to immediate lump sum payment for accrued and unused vacation at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period including any extensions.

Article 10: Sick Leave

Section 10.1 Sick Leave Accrual

Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after working one (1) day of service with Metro. 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 Metro.

Section 10.2 Use of Sick Leave

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

Section 10.3 Sick Leave Notification

Employees unable to report to work shall report the reason for absence to their supervisor within (1/2) hour before the scheduled beginning of their shift. At locations where multiple shifts are worked, employees unable to report to work due to illness shall report the reason for the absence to their supervisor one (1) hour prior to the scheduled beginning of their shift.

Section 10.4 Sick Leave Use in Conjunction with Workers' Compensation

Metro and the Union agree that no employee should receive full net wages in paid sick leave while also receiving time loss payments on an insured Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full net take-home pay for the pay period. Metro may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or Metro and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Excessive Sick Leave Use/Misuse

Notwithstanding the foregoing, employees who ~~excessively misuse~~ 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) exhaustion of all accrued sick leave;
- b) use of five (5) days of sick leave, paid or unpaid in the preceding six (6) months; or
- c) patterns of sick leave usage: such as use of sick leave in conjunction with regular days off, vacation, personal holidays, or holidays on two occasions within the preceding 1 year.

Formatted: No bullets or numbering

Formatted: Indent: Left: 0.25", Hanging: 0.25", No bullets or numbering

Subsections (a) and (b) of 10.5 do not apply to employees who have accumulated more than four-hundred (400) hours of sick leave.

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

An employee's absences that are covered by FMLA/OFLA, Workers' Compensation, or the American's with Disabilities Act shall not be included 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.

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

Section 10.6 Sick Leave Incentive

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

Section 10.7 Unused Sick Leave

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

Section 10.8 Infrequent Absences of Exempt Employees

Effective January 1, 2015 and contingent on the implementation of a policy for applicable non-represented staff, 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.

Formatted: Underline

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.

Article 11: Other Leaves

Section 11.1 Bereavement Leave

An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law or other household member shall be allowed time off duty, not to exceed three (3) days, without deduction of pay on account of such absence. If travel is required, up to four (4) additional days (chargeable to sick leave) may be allowed upon request to the employee's Department Director.

Metro 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 within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

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

Section 11.2 Military Leave

Eligible employees shall be granted military leave with pay, as required by law. Any remaining leave shall be without pay, as required by law.

Section 11.3 Jury Duty/Court Appearances

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

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

Section 11.4 ADA and Family Medical Leave

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 (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave.

If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee shall elect COBRA if he/she wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law.

Section 11.5 Leave Without Pay

All regular and limited duration status employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Chief Operating Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Chief Operating Officer's approval of the request shall be in writing and shall be filed in the Human Resources Department Office. The employee may elect to continue employee coverages and benefits under COBRA. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Article 12: Health and Welfare

Section 12.1 Joint Labor Management Committee

A Metro 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 Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one voting member, who is a current Metro employee, to serve on the Joint Labor-Management Committee on Health Benefits.

Formatted: Font: Not Bold, No underline

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

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the Parties do not agree, the Union has the right to utilize the remedies available under ORS 243.698 – 243.722 including mediation and fact finding.

Formatted: Font: Not Bold, No underline

Section 12.2 Benefit Eligibility

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

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

Formatted: Font: Not Bold, No underline

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

Formatted: Font: Not Bold, No underline

- o An employee working .5 FTE would pay $\$1,000 - (.5 \times \$940) = \$530.00$
- o An employee working .75 FTE would pay $(\$1,000 - (.75 \times \$940) = \$295.00$

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

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

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

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

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

~~being paid for 20-31.99 hours per week with forty (40) hours as the denominator. The parties will meet to review current practices and upon mutual agreement they may reopen this section of Article 12 to further clarify proration methods.~~

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

All employees (.5 - 1.0 FTE) who have worked for the Agency prior to July 1, 1999, and who are working less than full time at the time of ratification of this contract, are eligible for full health and welfare benefits. Employees hired prior to July 1, 1999 who experience an involuntary

reduction in FTE status (e.g. lay-off, seniority bidding) shall retain eligibility for full health and welfare benefits.

Section 12.3 Premium Sharing

~~Effective upon ratification and for the term of the contract, Metro shall contribute ninety-four percent (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan selected by the employee. Effective July 1, 2015, and for the remainder of the contract, Metro 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.

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

Section 12.4 Long Term Disability and Accidental Death Dismemberment Insurance

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

Section 12.5 Child Care

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

Section 12.6 Employee Assistance Program

Metro 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

~~Metro shall make available, no later than January 1, 2012, voluntary short-term disability insurance to all employees who are health insurance benefits eligible. Employees may voluntarily elect short-term disability insurance and shall pay their insurance premiums through voluntary payroll deductions. Voluntary short-term disability is subject to participation requirements of the insurance carrier. While Metro will make every effort to meet these participation requirements, should participation not be met, Metro shall attempt to offer short-term disability again in the following year 2013.~~

Section 12.8 2006-07 Opt Out funds

~~Metro shall distribute the \$117,000 opt out money under AFSCME's discretion (from the 2006-07 fiscal year) in the following manner:~~

~~This will apply to all AFSCME employees enrolled in a Metro health insurance plan on date of ratification of contract. Within 30 days of ratification the \$117,000 will be divided equally by the number of AFSCME employees determined to be enrolled in a Metro health insurance plan. Metro and AFSCME will meet prior to distribution to review and confirm the list of eligible members and proration method and at conclusion will meet to review an accounting of the expenditure under this provision.~~

~~See Appendix C: Letter of Agreement Regarding 2006-07 Opt Out funds.~~

~~This ends all AFSCME authority over any opt-out money.~~

Article 13: Retirement Benefits

Section 13.1 Participation

During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions. The extent of PERS membership shall include prior eligibility service, but shall not include prior benefit service.

Section 13.2 Employee Contribution

Metro shall continue to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions for current employees active on the payroll as of June 30, 2012. Any employee hired July 1, 2012 or thereafter will pay the six (6) percent of base salary employee contribution through payroll deductions.

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

Section 13.3 Unused Sick Leave

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

Article 14: Salary Administration

Section 14.1 New and Revised Classifications

Metro shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have ten (10) working days to request wage negotiations for a new or substantially revised classification.

Section 14.2 Metro will implement a salary rate for a new or revised classification. This rate shall remain in effect subject to negotiations between Metro and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.

Section 14.3 Working Out of Classification Assignments

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) consecutive days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her classification range or the first step in the higher classification whichever is greater.

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

Formatted: Font: Not Bold, No underline

~~PES Scalehouse and HHW~~ employees at Metro Central and South:

~~HHW~~ Employees who are assigned to work in a higher classification (non-supervisory) shall only receive out-of-class pay when they are assigned and work out-of-classification for 1 hour or more ~~an entire 8 or 10-hour period (depending on assigned schedule)~~.

If a ~~Scalehouse or HHW~~ employee is assigned to be the acting supervisor for more than three (3) consecutive days he/she shall be ~~classified as an exempt employee and not be eligible~~ for overtime based upon the hours worked as an acting supervisor. If a holiday occurs during the acting supervisory period, and the employee works the holiday, he/she shall be eligible for holiday pay as determined by this agreement. The rate of pay for holiday overtime shall be at the rate of the acting supervisor position.

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

Formatted: Font: Not Bold, No underline

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

Section 14.5 Promotion

Employees promoted through a recruitment process into a higher classification at Metro shall be placed at the next higher step in the new salary range. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the promoted employee. Upon completion of promotional probation, employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 Probationary Period

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

Formatted: Font: Not Bold, No underline

Promotion: For employees promoted through a recruitment process into a higher classification, promotional probation shall be six (6) calendar months from the first day of promotion. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

Demotion:

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

Reclassification:

- a. Employees who are being reclassified to a higher classification as a result of a reorganization or other business need and who have not previously performed those duties shall serve a three (3) calendar month probationary period. These employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

- b. Employees who are reclassified laterally or lower as a result of reorganization shall not serve an additional probationary period.
- c. Employees who are reclassified as a result of recognition and they have previously been performing those duties will not serve a new probationary period.

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

For the purposes of this section, initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. At any time during the initial probationary period Metro may remove the probationary employee from service. Initial probationary employees may be terminated without recourse to the grievance procedure.

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.

Section 14.7 Downward Reclassification

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

Section 14.8 Voluntary Demotion

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

Section 14.9 Lateral Transfer

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

Section 14.10 Reclassification Procedure

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

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold, No underline

If a the reclassification request is approved by Human Resources, for an employee moving to a higher classification, the employee shall be placed at the next higher step in the new salary range. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the employee. Any new rate of pay will be effective the first of the month in which the request was received in Human Resources. Employees sharing the same or substantially similar position descriptions or employees Metro agrees to treat as a group may file an appeal as a group.

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold, No underline

Article 15: Wages

Section 15.1 Effective upon ratification by both parties, employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A (attached). Metro will implement "Exhibit A" upon ratification. Employees will keep their current salary eligibility date.

Effective the pay period following the ratification of the union upon ratification, employees will receive a cost of living increase of 2.82%. Each year the negotiated cost of living 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. to be awarded as a one-time lump sum payment rather than an add-to-base-pay or adjustment to the wage schedule.

Effective each July 1 thereafter 2012, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule will be used for determining the schedule adjustment with a minimum of 1.25% and a maximum of 3.295%.

Effective July 1, 2013, the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem, OR Consumer Price index all Urban Consumers (CPI-U 1982-84 = 100) measured for the 2nd half of the year preceding the July 1 effective date of the wage schedule will be used for determining the schedule adjustment with a minimum of 1.25% and a maximum of 2.95%.

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) hours 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.

Section 15.3 Household Hazardous Waste Radiation Response

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

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, who is required to report to ~~work the St. Johns Landfill~~ 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 a Metro AFSCME classification. Seniority shall be calculated based on continuous service in any AFSCME classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service and employees shall continue to accrue seniority during these leaves. Metro shall publish and distribute to the union semi-annually and thirty (30) days prior to any layoff a seniority list for all employees.

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 Metro employs multiple shift operations, such employees shall have the right to choose appropriate shifts ~~twice annually every six (6) months, 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:

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

Formatted: Indent: Left: 0"

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

Section 16.3 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 Metro determines a layoff will be necessary, Metro will notify the Union prior to notifying the employee.

Formatted: Font: Not Bold, No underline

Section 16.4 Seniority in Layoff

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

- a. If two (2) or more employees have equal seniority, per Section 16.1, the tie shall be broken as follows, with most credit given to:

1. Length of continuous service with Metro
2. Length of continuous service in the job classification
3. Coin toss

Formatted: Font: Not Bold, No underline

~~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 union Council representative shall toss the coin unless another person is designated by mutual consent of the parties.~~

Formatted: Font: Not Bold, No underline

~~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.

Formatted: Indent: Left: 1.88", Tab stops: 1.63", Left

- b. Part-time Employee: Seniority shall be calculated the same as a full-time employee.
- c. Job-Share: Seniority shall be calculated respective of each job share participant. Should the least senior employee in a job share position be laid off, the remaining job share partner shall be treated as a part-time employee.
- d. Limited Duration: Employees newly hired into limited duration AFSCME positions shall not be entitled to any layoff or seniority rights under this agreement until they have been employed continuously for three (3) years in the limited duration position. At that time they will receive seniority back to their hire date into the limited duration position they currently hold. If a regular AFSCME employee transitions to a limited duration position without a break in service from the regular status AFSCME position, he/she shall have layoff and seniority rights to his/her former regular status AFSCME classification based on his/her seniority in that classification.

Section 16.5 Notice of Layoff and Potential Bumping

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

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

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

16.6 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 two (2) 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.

Formatted: Font: Not Bold, No underline

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

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold, No underline

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

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

16.7 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 two (2) years immediately following the employee's move to the new position.

Article 17: Discipline and Discharge

Section 17.1 Just Cause

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

Section 17.2 Union Representation

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

Section 17.3 Discharge Appeal Process

Any regular or limited duration status employee who is discharged may appeal such action in writing within fifteen (15) calendar days directly to the Level 3 Chief Operating Officer step of the grievance procedure, provided that all other requirements of Article 19 shall apply. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.4 Respectful Treatment

If Metro has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

Section 17.5 Union Notification of Disciplinary Action

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

Article 18: Safety and Health

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

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

1. Metro Regional Center
2. Oregon Zoo

3. All facilities under Parks and Environmental Services Department control.

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

Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

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

Article 19: Grievance Procedure

Section 19.1 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.

Formatted: Normal

Formatted: Underline

Formatted: Font: Not Bold

Section 19.24 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 19.32 Level I – Supervisor

Within twenty-one (21) calendar days of the alleged dispute, or the employee's first knowledge of such dispute, the employee alone or accompanied by the Union shall file the written grievance with the employee's immediate supervisor. Within fourteen (14) calendar days of receipt of the grievance, the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance it to Level II.

The Union may choose to skip Level I and submit a grievance directly to the Department Director in matters where the immediate supervisor was involved in the initial determination. The Union shall consider if there are mitigating factors they believe the supervisor is unaware of when making this determination.

Section 19.43 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 may respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Director 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 Department Director was involved in the initial determination. The Union shall consider if there are mitigating factors they believe the Department Director is unaware of when making this determination.

Section 19.54 Level III – Chief Operating Officer (COO)

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

Section 19.65 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 six (6) 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 Metro and the Union, and the request is made prior to the response due date, deadlines for all of the above sections may be extended.

Article 20: Equal Opportunity

Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, creed, sex, national origin,

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

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, political affiliation or any other status protected by law which is brought to the Union for processing will be submitted directly to the Chief Operating Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Chief Operating Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

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. Metro shall provide duly executed letters of agreement that affect the entire membership to all AFSCME represented employees and Metro managers within fifteen working (15) days of the signature of such modifications. The letters of agreement shall be attached to a copy of this Agreement and provided to each new AFSCME employee upon hire.

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

Section 21.4 Demand to Bargain

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

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

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

Article 22: Personnel File

Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official Metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 22.3 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 Metro duties; and
2. Create an inability to perform employee's job duties at Metro.

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

Section 24.1 Upon determination of the Chief Operating Officer or the Chief Operating Officer's designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close any Metro site to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

Section 24.2 Employees who are designated as essential personnel, and are required to report to work when their worksite has been closed due to inclement weather, shall be compensated for hours worked at the overtime rate for a minimum of four (4) hours per incident, in addition to their regular pay.

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 Metro to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, Metro shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 - (A) Metro may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 - (B) Where this process is utilized, the employee and Metro shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - (C) If there is no mutual agreement at the end of the thirty (30) calendar day period, Metro shall implement the repayment schedule stated in subsection (D) below.
 - (D) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular

monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

- (2) An employee who disagrees with Metro's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- (3) This Article does not waive Metro's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 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, Metro shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. Metro shall correct any such underpayment made within a maximum period of two years before the notification.
- (2) This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

Article 26: Contracting Out

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

Article 27: Education and Training

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

Section 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 Metro, she/he shall be notified in writing and shall be paid for the time as time worked. When a regular status employee requests job related training/education, the request shall be made in writing to his/her Department Director. Department Directors have the discretion to approve or deny the request. Department Directors may agree to provide financial assistance and/or paid leave to employees who request to participate in job-related training/educational programs. Department Directors

may deny requests based on, but not limited to, operating requirements, priorities or budget limitations.

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

Article 28: Job Sharing

Section 28.1 "Job Sharing Position" means a full-time position that may be held by more than one individual on a shared-time basis where each of the individuals holding the position works less than full time.

Section 28.2 Job sharing is voluntary. An employee who wishes to participate in job sharing shall submit a written request to his/her supervisor and the Human Resources Director. The Human Resources Director shall register the requesting employee by name, department, classification and date of request. When a hiring manager requests to fill a vacant position by "job share," the internal recruitment will include that the position is a job share opportunity.

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

Section 28.4 If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from Metro employment, the hiring supervisor has the right to determine if job sharing is still appropriate for the position. If it is determined that job sharing is not appropriate or Metro is unable to recruit qualified employees for the job share position, Metro shall have the right to terminate the job sharing arrangement. In such event, the remaining job share partner shall have the following options: (1) assume the position on a full-time basis; (2) request a lateral transfer to a vacant part-time position for which he/she is qualified; or (3) voluntarily demote to a vacant part-time position for which he/she is qualified.

Article 29: Flexible Schedules and Teleworking

Formatted: Font: Not Bold

Section 29.1 Individual Flexible Schedule Requests

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

Section 29.2 Work Group Flexible Schedule Request

An employee or a group of employees in the same work unit desiring a flexible work schedule or a change in work schedule may request such a change in writing from his/her/their supervisor. Where an employee's request for an alternative schedule is denied, such denials shall be in

writing with an explanation for the denial. The request shall include benefits to Metro of the requested schedule. If the supervisor approves the flexible work schedule, the employee(s) waives all rights to reporting pay, overtime compensation or other forms of penalty pay during the transition from one schedule to another to the maximum extent permitted by the FLSA.

Section 29.3 Special Flex Time Allowance

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

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

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

Section 29.4 Teleworking

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

Formatted: Underline

Article 30: CDL Policy

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

Article 31: Clothing Allowances

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

A. Parks and Environmental Services Department (PES)

- Scalehouse Technician
- Lead Scalehouse Technician
- Hazardous Waste Technician
- Hazardous Waste Specialist
- Landfill and Environmental Technician
- Landfill and Environmental Specialist

Facilities Maintenance Technician
Latex Operations Technician
Latex Operations Specialist
Building Service Technician
Building Service Worker
Building Custodian MRC
Lead Building Custodian MRC

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

Five (5) pairs of pants/shorts (reimbursed up to \$1250.00 per 12-month period)
Five (5) shirts
Two (2) sweatshirts
One (1) belt
One (1) winter jacket (reimbursed up to \$45 per 12-month period, with the option to combine and spend up to \$90 in a 24-month period).

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

The above-listed classifications shall receive one (1) pair of enclosed shoes (reimbursed up to \$125 per 12-month period)

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

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

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

Formatted: Indent: Left: 0.75"

Formatted: Indent: Left: 0"

~~Normal wear and tear is expected and any uniform that are damaged or suffer unusual wear due to the performance of on the job duties will, at the discretion and direction of the site supervisor, be replaced by Metro. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time. Each employee who receives a uniform will be granted upon ratification \$19.00 per month to clean and care for the uniform to be paid to each employee once per month.~~

~~Employees who have special needs may at their option select different fabric types or sizes to accommodate those needs.~~

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

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0"

B. PES Waste Transfer Station Operations Staff

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

- Two (2) shirts with the Metro logo, each 12-month period
- One (1) pair of safety shoes (reimbursed up to \$250 per 24-month period)
- Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

C. PES Property Management Staff, Construction Project Management and Engineering Staff

The property management technician and property management specialist, as well as those employees working in the PES Construction Project Management Office who periodically visit construction sites shall be provided with:
one pair of safety shoes (reimbursed up to \$250 per 24-month period).

Formatted: Indent: Left: -0.25"

D. PES Construction Project Management and Engineering Staff

These employees working in the PES Construction Project Management Office who periodically visit construction sites will be provided with the following uniform:

- Two (2) pair pants (reimbursed up to \$50 per 12-month period)
- One (1) coat with Metro logo every 24 months
- One (1) pair of safety shoes (reimbursed up to \$250 per 24-month period)
- Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

E.D. Finance and Regulatory Services Inspection Staff

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

Two (2) shirts with Metro logo, each 12-month period
Two (2) pair pants each year (reimbursed up to \$50 per ~~pair~~ 12-month period)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$250 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, safety glasses, etc.)

~~H.E.~~ Sustainability Center Science and Stewardship Staff

All science and stewardship field positions ~~Senior natural resource scientists and volunteer coordinators~~ who regularly perform duties in the field shall be provided with the following uniform:

Two (2) shirts with Metro logo each 12-month period
One (1) winter coat with Metro logo every 24-month period
One (1) rain hat
One (1) raincoat
One (1) pair rain pants or rainproof coveralls
One (1) pair of safety shoes (reimbursed up to \$250 per 24-month period)

~~H.F.~~ Sustainability Center Education Naturalists

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

Two (2) long-sleeved ranger shirts with Metro logo
Two (2) short-sleeved ranger shirts with Metro logo
Two (2) pair green pants
One (1) winter-weight felt ranger hat
One (1) summer (e.g., straw) ranger hat
One (1) heavy-duty ranger parka with Metro logo
Nametag
One (1) pair enclosed shoes (reimbursed up to \$125 per 12-month period)

~~H.G.~~ Oregon Zoo Family Farm and Wildlife Live Show Staff

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

Two (2) pairs of pants (reimbursed up to \$50 per 12-month period)
~~Five~~ ~~Two (52)~~ shirts (employee's choice of long or short sleeve)
One (1) belt
One (1) pair enclosed shoes (reimbursed up to \$125 per 12-month period)
One (1) winter cap (washable and rainproof)
One (1) summer windbreaker jacket to be replaced every 24 months
One (1) winter coat
(reimbursed up to \$50 per 12-month period, or reimbursed up to \$100 in a 24-month period)

~~H.H.~~ Safety and Security

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

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

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

~~One (1) pair of Black shoes (reimbursed up to \$125 per 12-month period with the option to combine and spend up to \$250 in a 24-month period).~~

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

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

One (1) hat (baseball hat)

~~One (1) Black waterproof brimmed hat (reimbursed up to \$50 every two years)~~

One (1) jacket multi-season (replaced as needed due to wear and tear)

~~One (1) waterproof rain jacket (replaced as needed due to wear and tear)~~

The items listed above will be of such quality as to remain serviceable for the applicable twelve (12) or twenty-four (24) month period, under normal conditions. Items damaged in the line of duty will be repaired or replaced by Metro. Upon ratification, there will be an annual dry-cleaning allowance of \$18.00 to clean the jacket. There will be a monthly allowance upon ratification of \$19.00 for laundering and maintenance of the other uniform pieces.

Both uniform allowances will be paid to each security officer by Metro. It will be the responsibility of each security officer to care for the equipment, to keep uniforms neat, clean, relatively wrinkle-free, and maintain good personal hygiene; all in keeping with the portrayal of a positive Metro representative. Security Officers will be responsible for purchasing the shoes and Metro will reimburse them after being presented with an original receipt of purchase.

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

- One (1) officer notebook and case
- One (1) nylon duty belt
- One (1) badge
- One (1) nameplate
- One (1) mini-maglite flashlight and holster
- One (1) glove pac (for minor first aid)
- One (1) CPR mask
- One (1) security office access key
- Ten (10) shoulder patches
- One (1) flashlight holder
- One (1) key ring holder with protector

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

Formatted: Indent: Left: 0"

Normal wear and tear is expected and any uniforms that are damaged or suffer unusual wear due to the performance of on-the-job duties will, at the discretion and direction of the site supervisor, be replaced by Metro. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time. Each employee who receives a uniform will be granted upon ratification \$19.00 per month to clean and care for the uniform to be paid to each employee once per month.

Formatted: Indent: Left: 0"

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

Formatted: Indent: Left: 0"

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

Formatted: Indent: Left: 0"

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

Formatted: Indent: Left: 0"

Article 32: Joint Labor Management Committee

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

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

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

Other labor/management committees may be mutually created as required by this agreement, or as deemed necessary by the parties (e.g., JLMC on Health 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 which may require a letter of agreement shall not be implemented until such letter of agreement has been signed by the Labor Relations Manager and the AFSCME Council Representative.

Matters 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: Term of Agreement

This Agreement shall remain in full force and effect from July 1, 2014~~+~~ to June 30, 2017~~4~~. ~~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. Either party may give written notice sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.~~

Signature Page

FOR METRO:

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

By _____
Martha Bennett~~Dan Cooper~~
~~Acting Chief Operating Officer~~

By _____
Jaimie Sorenson~~Issa Simpson,~~
Representative
AFSCME Council 75

By _____
Mary Rowe
Human Resources Director

By _____
Matt Tracy
President

By _____
Ron Zito~~Lisa Colling~~
Labor and Employee Relations ~~Analyst~~ ~~Manager~~
President

By _____
Eric Bishop~~Josh Naramore~~
Member-at-Large ~~Vice~~

By _____
Deb Humphrey~~Rory Greenfield~~
Parks and Environmental Services

By _____
Tiffany Gates~~John Brandsberg~~
Secretary ~~Executive Board Member~~

By _____
Matt Korot~~Mark Williams~~
Sustainability Center ~~The Oregon Zoo~~

By _____
Rafael Cabrera~~Angela Houck~~
Member-at-Large ~~Treasurer~~

By _____
Lori Ford~~John Sheehan~~
Oregon Zoo ~~Sustainability Center~~

By _____
Tim Collins~~Shareefah Hoover~~
E-Board member ~~Member-at-Large~~

By _____
Les McCarter~~Jessica Martin~~
Information Services ~~Planning and~~
Development

By _____
Angela Houck~~Nancy Kluss~~
Treasurer ~~Member-at-Large~~

By _____
Megan Gibb~~Karol Ford~~
Planning and Development ~~Human Resources~~
Chief Steward

By _____
Penny Erickson

By _____
Maureen Kallman

By _____
Penny Erickson

| Human Resources

Chief Steward

Date: _____

~~Appendix A: Letter of Agreement Regarding Telecommuting~~

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

~~Attachment A~~

~~Executive Order No. 52~~

~~Effective Date: December 16, 1994~~

~~Subject: Telecommuting~~

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

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

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

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

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

~~A. GENERAL~~

- ~~1. Professionalism in terms of job responsibilities, work products, customer or public contact will continue to follow the same high standards as currently are being met by Metro staff.~~
- ~~2. Metro is committed to the telecommuting program and will enhance network access from remote locations. However, current system constraints may not guarantee modem access to the system.~~
- ~~3. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The~~

~~supervisor will make the final decision about telecommuting and suitability. A supervisor may terminate an authorized telecommuting situation at any time.~~

- ~~4. To be eligible to participate, an employee must have completed the probationary period in his/her current position. Employee participation in Metro's telecommuting program is voluntary.~~
- ~~5. Telecommuters must be self-motivated, have minimal requirements for face-to-face daily supervision, and must be conscientious about work time and productivity.~~
- ~~6. Employee salary/wages, benefits, and employer-sponsored insurance coverage will not change as a result of telecommuting.~~
- ~~7. A telecommuting employee's conditions of employment remain the same as for non-telecommuting employees.~~
- ~~8. Telecommuting is not a substitute for child care. Telecommuters shall make appropriate child care arrangements during the agreed-upon telecommuting work hours.~~
- ~~9. Trips between the employee's home and primary work location are not reimbursable.~~
- ~~10. While telecommuting, the employee should be reachable by telephone, fax, network access, or E-Mail during agreed-upon work hours. The employee and supervisor will agree on how to handle phone messages, including the feasibility of call forwarding, voice mail, frequency of checking phone messages, and feasibility of having a home phone answering machine.~~
- ~~11. More specific conditions relating to the employee's telecommuting are detailed in the Telecommuting Agreement (Attachment 1), which must be filled out by the employee and his/her supervisor prior to the start of telecommuting.~~

~~B. HOME OFFICE~~

- ~~1. A designated home work space shall be maintained by the telecommuter that is quiet, free of distractions and kept in a clean, professional and safe condition, with adequate lighting and ventilation.~~
- ~~2. Since the employee's home work space is an extension of Metro work space, Metro's liability for job-related accidents or injuries will continue to exist during the approved work schedule and the employee's designated work location. To ensure that safe working conditions exist, Metro retains the right to make on-site inspections of the home work space at mutually agreed upon times.~~

3. ~~A consistent schedule of telecommuting work days and hours is desirable for many jobs to ensure regular and predictable contact with Metro staff and others. For some positions, more flexibility in work hours and days is feasible. A specific work schedule will be stated in the Telecommuting Agreement and must be authorized by the supervisor.~~

~~C. SUPPLIES AND EQUIPMENT~~

1. ~~Office supplies will be provided by the employee's department. Out-of-pocket expenses for supplies normally available in the department will not be reimbursed.~~

2. ~~Metro will not provide office furniture for telecommuters.~~

3. ~~The following conditions shall apply to use of computers, software and other equipment:~~

a. ~~In most instances, the telecommuter will provide his/her own equipment. Use of Metro equipment will be decided by the supervisor. Metro equipment in the home office may not be used for personal purposes.~~


b. ~~Metro owned software shall not be duplicated.~~

c. ~~The telecommuter and supervisor will comply with the Using Business Software Home Directive in the Computer Handbook published by ISD.~~

d. ~~The home computer must be plugged into a surge protector and have current virus protection maintained on it.~~

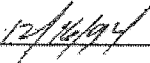
e. ~~Restricted access materials shall not be taken out to the office or accessed through the computer unless approved in advance by the supervisor.~~

f. ~~Unless otherwise agreed to in writing prior to any loss, damage, or wear, Metro does not assume liability for loss, damage, or wear of employee-owned equipment.~~



~~Rona Cusma, Executive Officer~~

~~Dated~~



Executive Order No. 52

Metro Telecommuting Agreement

These conditions for telecommuting are agreed upon by the employee and supervisor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Employee Signature _____

Supervisor Signature: _____

Department Director _____

cc: Employee's Personnel File

| **Appendix AB: Letter of Agreement Regarding TDM Program**

The parties agree to extend the applicable Transportation Demand Management Program to off-site facilities. The off-site program will consist of the following:

TriMet Pass:

Based on availability and Metro's participation in the plan, a TriMet pass may be made available to employees on a first come, first served basis.

Bicycle/Walk Certificate:

\$22.00 certificate for merchandise at selected vendors for those employees who bicycle or walk from home to work 80% of the month.

Carpooling:

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

Guaranteed Ride Home:

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

Others:

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

Page 13: [1] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

Font: 11 pt, Not Bold, No underline

Page 13: [2] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

Font: 11 pt, Not Bold, No underline

Page 13: [3] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

Font: 11 pt, Not Bold, No underline

Page 13: [4] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

Font: 11 pt, Not Bold, No underline

Page 13: [5] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

Font: 11 pt, Not Bold, No underline

Page 13: [6] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

Font: 11 pt, Not Bold, No underline

Page 13: [7] Formatted	Ron Zito	7/21/2014 2:47:00 PM
------------------------	----------	----------------------

List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 14-4557 FOR THE PURPOSE OF RATIFYING THE 2014 – 2017 COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME 3580 AND METRO.

Date: September 4, 2014

Prepared by: Mary Rowe

BACKGROUND

This resolution is submitted to ratify the contract between AFSCME 3580 and Metro for the period July 1, 2014 through June 30, 2017. Total membership in AFSCME 3580 is 310 employees. This three-year agreement contains the following key economic elements:

I. Wages - Cost-of-Living Adjustments:

- a. Upon ratification, a 2.82% cost of living adjustment will be made to the wage schedule.
- b. Effective each July 1, during the term of the agreement, wages will be increased in accordance with the Portland-Salem, OR Consumer Price Index (CPI) with a minimum of 1.5% and a maximum of 3.25%. This aligns with the COLA range in the LIUNA contract.
- c. Upon ratification, each year the cost of living will be added to Step 1 of the first pay range of the contract's pay schedule and the remainder of the schedule will be developed maintaining a 5% spread between steps and ranges.

II. Health insurance – Premium Sharing:

- a. Effective July 1, 2015 and for the remainder of the agreement, Metro will pay 92 % of the insurance premium costs and the employee will pay 8%. This brings the premium share for AFSCME members in line with what that of non represented employees and other represented employees that we have concluded negotiations with in the last 3 years.
- b. Revised language regarding full health and welfare benefits for part-time employees hired prior to July 1, 1999 to stipulate that such employees need to be working less than full time at the ratification of this contract to be eligible.

III. Union Security - Bargaining:

- a. For successor contract negotiations management will provide a combined total of 200 hours of paid time for all non-exempt employees who serve on the union bargaining team.

IV. Additional Provisions:

- a. The parties have agreed to the formation of a Sick Leave Reduction Committee to develop recommendations for the reduction of excessive sick leave use in the bargaining unit.
- b. Letter of Agreement regarding the implementation of paid parking on-grounds at the Oregon Zoo. Currently employees at the MRC building pay for parking.
- c. Revised definition of layoff to include an involuntary reduction of full time equivalent status of .5 or greater.

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:** For the current year beginning July 1, 2014, the COLA and the health insurance premium costs are accounted for in the 2014-2015 budget passed by Council.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of the resolution.

Materials following this page were distributed at the meeting.

Courtney Scott NE Portland testimony for Metro September 4, 2014

Good afternoon President Hughes and Metro councilors. Today, I am dedicating my testimony to the memory of Watoto, the elephant matriarch who was euthanized recently at the Woodland Park Zoo in Seattle. Watoto, like most zoo elephants, died before her time, suffering from a host of zoo-related illnesses. Finally, unable to get up, she was put down, her sad life now at an end. Friends of Woodland Park Zoo Elephants is urging the Seattle city council to retire their last two remaining elephants to sanctuary. In a recent Seattle Times poll, that idea is supported by 84% of the public. In Watoto's honor, I once again urge you to retire our patriarch, Packy to sanctuary, before he too dies, never having had a chance to walk on grass or experience his life as a real elephant and not just an exhibit for profit.

Oregon just passed a new law giving animals equal status with all victims of cruelty. Metro can take advantage of this by including the zoo's 8 long suffering elephants as beneficiaries of this law. The elephants are victims of an antiquated idea that mammoth animals who require miles to roam, trees to forage on and freedom to associate with family and friends of their choosing should be kept in captivity for their entire lives. Packy, like Watoto, is forced into a life of isolation. He has foot disease, TB, abscesses, has become emaciated several times, bangs his head and feet on the door, has suffered from ankus wounds and exhibits profound and prolonged stereotypical behavior. These conditions are all due to captivity. None of them would suffer these kinds of medical and psychological issues in the wild, so keeping them captive year after year knowing they will continue to suffer, is tantamount to cruelty. Sand, even deep sand, by a zoo staff person's own admission, is not a good substrate for elephants. The new Elephant Lands will also be subdivided into 1 and two acre lots, not so different from what the elephants have now. In Watoto's memory and because it is now the law, I urge you to take action to right this wrong. Free Packy now. And then send Rama and Tusko to sanctuary as soon as possible, as they are in desperate need of rescue as well. And then start the process to repurpose Elephant Lands and retire all the elephants to sanctuary. It is never too late to replace cruelty with compassion. Thank you.

Good afternoon. I'm here on behalf of the Oregon Zoo elephants, and would like to share some recent scientific findings with you.

In a book on humor called *Ha!*, published this year, Scott Weems (who holds a Ph.D. in cognitive neuroscience) mentions recently discovered neurons called spindle cells, which are “found in only a few species other than humans—namely, in our most intelligent ape neighbors, such as gorillas and orangutans, and in a few other advanced mammals like whales and elephants.” “spindle cells,” he states, “are observed only in animals with brains possessing a balance of cognitive and emotional thinking.” Elephants are so much like us.

Next, in September of 2011, *National Geographic* published an article about an elephant orphanage in Kenya, where baby elephants are cared for after their mothers have been killed. Quoting from that article, “the long-accrued anecdotal evidence of the elephant's extraordinary intelligence is being borne out by science. Studies show that structures in the elephant brain are strikingly similar to those in humans. MRI scans of an elephant's brain suggest a large hippocampus, the component in the mammalian brain linked to memory and an important part of its limbic system, which is involved in processing emotions. The elephant brain has also been shown to possess an abundance of the specialized neurons known as spindle cells, which are thought to be associated with self-awareness, empathy, and social awareness in humans. Elephants have even passed the mirror test of self-recognition, something only humans, and some great apes and dolphins, had been known to do.” Elephants are so much like us.

Finally, in February of this year, in the journal *Science*, an article appeared called “Elephants Console Each Other,” describing a field study of captive Asian elephants in a sanctuary in Thailand. When a stressful event such a dog walking by, or a snake slithering in the grass, occurred to one elephant, she would flare her ears and raise her tail. Others would adopt the same behaviors, and sometimes form a protective circle around the first. The article quotes Graeme Shannon, a behavioral ecologist at Colorado State University, as follows: “[the findings] are intriguing because they parallel what has been observed in captive and wild non-human primates, further underlining the complex cognitive abilities of elephants.” Elephants are so much like us. As an aside, I have to wonder what the constant stress of being confined to close quarters, observed by strangers, and subjected to loud noises for hours on end at zoo concerts, is doing to the eight elephants at the Oregon Zoo.

In conclusion, a scientific consensus is building to support the view that elephants are not only highly intelligent, but complex and deeply emotional creatures. They are so much like us. And I firmly believe that these magnificent animals don't belong in zoos any more than we humans do.

9414c-03

TERRY PARKER
P.O. BOX 13503
PORTLAND, OREGON 97213-0503

**Subject: Testimony to the Metro Council related to the demolition of single family homes,
September 4, 2014.**

Today we live in a throw away society. About two years ago, I had to replace my 41 year old refrigerator. The life expectancy of most new refrigerators is only about ten years. Given the energy used for manufacture, transport and then disposal of the old one, a replacement ratio of four to one is both costly and less than efficient.

This same throw away mindset is occurring in neighborhoods all over Portland. With the push for more density, older homes are being demolished at an alarming rate - replaced by two or more homes on the same property, or one much larger house with a footprint that extends to the edges of the lot line. When multiple homes are built where one home once stood, the buyers are getting less for their money thereby making housing less affordable.

Portland is fast becoming more and more of an urban heat island. Although the city is spending a significant amount of money on parks, the unsurpassed park for any parent that wants to keep tabs on a small child is their own backyard. These backyards along with the front yards in single family home neighborhoods provide a well established ribbon of green that is absent in with lot line to lot line development. In many cases entire neighborhoods take a character erosion hit just so a developer can make a profit.

The wrecking ball approach in the race to add density has become an epidemic. The public is demanding a fix. The reality check is that some single family home replacement is going to take place, but it must be done with more respect and with more responsibility. Metro wants people to sort their garbage so less trash goes to the landfills. Yet the region is in the rears when it comes to managing home demolitions.

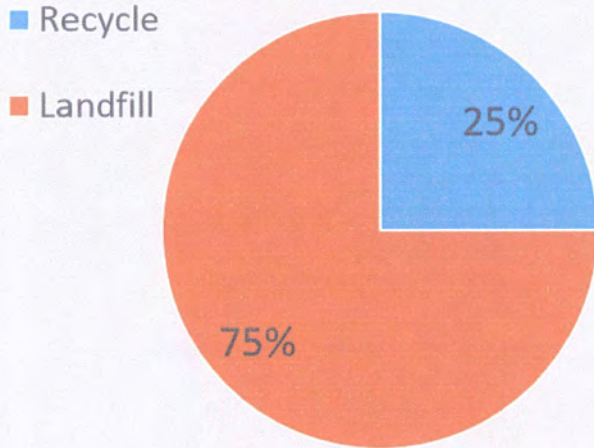
It has been said the greenest building is the one already built. Instead of just talking trash, Metro can adopt some policy changes to both help protect single family home neighborhoods and reduce the amount of debris going to landfills.

To start with, Metro needs to back off on promoting density in established single family home neighborhoods and instead, offer home rehabilitation incentives. Then immediately, with emergency status, increase the tipping fees for home demolition debris - tenfold if necessary to motivate a reduction. Finally, encourage and/or offer incentives to the City of Portland and other local jurisdictions to eliminate residential demolition permits all together - replacing them with deconstruction only permits. The attached pie chart prepared by the Portland Bureau of Planning and Sustainability clearly shows that less debris goes to the landfill with deconstruction, and that on average, over half of the materials from a properly deconstructed house can be reused. It is time for Metro to hear the outcries from the public and react in their favor..

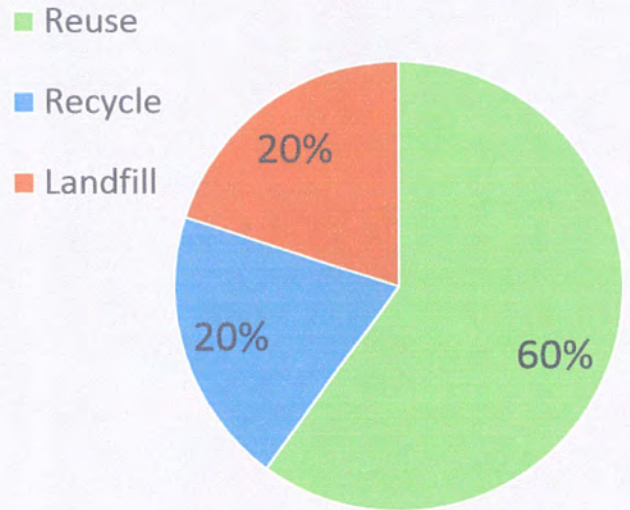
Respectively submitted,

Terry Parker
Northeast Portland

Demolition



Deconstruction



Demolition Waste Generated (Single Dwelling)

Average Size



1,119 SF



Average Waste



115 lbs/SF



Number of Demos



X 300

300 Demos/Yr



19,303 Tons/Yr waste generated (demos)

453,370 total tons waste generated (all waste)



Demolition
Mechanical removal



Deconstruction

Deconstruction is an alternative to mechanized demolition. **Deconstruction is a systematic disassembly of a building in the opposite order it was constructed.** The work is done mostly by hand and the goal is to salvage as many materials as possible for reuse.

Tax deductions for materials donated to a non-profit

Results in more jobs, affordable quality building materials, community development and is more sustainable