



AFSCME Local 3580

Summary of contract changes for contract ratification

Contract term: July 1, 2021 through June 30, 2025

Wages, benefits and working conditions outlined in this document will be implemented beginning July 1, 2021 if approved by a vote of members. Changes to wages implemented the pay period beginning June 28, 2021.

Questions? Contact a member of our negotiations team.

Elizabeth Goetzing: president@afscme3580.org

Katie Hentges: eboardzoo@afscme3580.org

Dana Carstensen: eboardswf@afscme3580.org

Grace Cho: eboardmrc@afscme3580.org

Laura Garlie: trustee@afscme3580.org

Rob Nathan: vpmetro@afscme3580.org

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Wins for workers

The bargaining team prioritized equity throughout contract negotiations.

This means our union's power was focused on making sure our lowest-paid workers have living wages, securing union rights for variable hour employees, and providing more expansive and inclusive language and protections to better support all workers, particularly BIPOC workers, lower-paid workers, workers with disabilities, and LGBTQIA2S+ staff.

- After July 1, 2022, no position in our union will start at less than \$20 per hour. This applies to 28 classifications across Metro.
- Metro will now pay the 6% employee contribution to PERS for all members. Members hired after June 30, 2012 (or June 30, 2014 at OCC and Expo) will see an immediate 6% increase in take-home pay starting the June 28 pay period.
- More positions at Metro will be represented by AFSCME Local 3580.
- Members with a clothing allowance will now be paid up front instead of requesting reimbursement for their uniform expenses. This will make it easier for all to purchase clothing and shoes needed for their job.
- Language related to discipline for excessive sick leave use was removed.
- Bereavement leave now allows for the employee to define their immediate family members instead of Metro.
- Employees who provide translation and interpretation work in addition to regular duties will receive a \$150 stipend in any month that those duties are completed in. Reopener language was added to negotiate further benefits and working conditions.
- Safety and hazard pay for employees was expanded under the inclement weather article. The article now includes unsafe conditions and emergencies.
- Any change to Household Hazardous Waste schedules must now be negotiated with our union.
- Added language to increase access to union trainings and events for all members. This language will help to increase representation of all work groups and identities in our leadership.
- Union rights were expanded to support even stronger representation of members at all worksites.

Summary listing of improvements and changes



Wages and benefits

13 Retirement

- Employees hired after June 30, 2012: 6% PERS employee pick up restored. These employees will see a 6% increase in take home pay beginning with the June 28 pay period. This change also applies to OCC and Expo employees hired after 2014.
- Employees hired before June 30, 2012: 6% PERS employee pick-up protected, no changes.
- All employees can request a one-time cash out of up to 80 hours of vacation until Dec. 31, 2021.

15 Wages

- Annual wage increases each year beginning July 1, 2021
2021: 1.74% 2022: 2.0% 2023: 2.5% 2024: 2.5%
- Pay rate adjustments for 28 classifications resulting in a minimum 5% increase in take home pay beginning with the June 28 pay period. Variable hour status positions in these classifications will also see a wage increase. See classification chart on page 16.

9 Vacation

- All regular status employees now earn the same rate of vacation accrual. For those hired before June 30, 2012 (2014 for OCC and Expo) this is an increase. Employees hired after June 30, 2012 will not see any changes.
- Employees who are on probation (within 6 months of hire date) can use earned vacation leave.

| Total years of continuous service | Accrual rate per hours worked | Annual vacation hours earned (example based on full-time, 2080 hours worked per year) |
|---|-------------------------------|---|
| 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 |

Note: the difference in vacation pay based on these hire dates in the previous contract was due to the difference in how the PERS 6% employee pick-up benefit was applied. Now that the PERS benefit is the same, the vacation accrual rates are now the same.

8 Holidays

- Added Juneteenth as a paid holiday.
- Part time employee holiday pay changed to hours equal to their scheduled shift, instead of FTE status.

10 Sick leave

- Expanded sick leave to include both physical and mental illness.
- Removed discipline related to excessive sick leave abuse.

11 Other leaves

- Expanded bereavement leave to include immediate family as defined by the employee (family of choice).
- Paid leave granted for subpoena court appearances unless order involves the employer.

12 Health and welfare

- No changes to benefit premium split of 92% employer, 8% employee.
- Added language to require a look-back at hours worked within the first 6 months of benefit eligibility for employees hired at less than full time. This is to ensure they were not overcharged for their prorated insurance premium.
- Added \$125 health care incentive for part-time OCC and Expo employees who work more than 80 hours in that month. Part-time positions at these venues do not receive Metro-provided insurance benefits because the cost of health insurance through the ACA marketplace is more affordable.

14 Salary administration

- Employees who are working out of class will receive a step increase on their anniversary date, and will also receive a step increase in their underlying classification.
- Removed three consecutive working days requirement for working out of class assignment to expanded definition of “majority of hours”.
- Fought off attempts to reduce rights to protect pay when an employee is demoted involuntarily (not by discipline or choice).
- Clarified language to allow for additional step increases when an employee is reclassified or on a working out of class assignment when bona fide qualification factors are taken into account.

31 Clothing Allowance

- Clothing allowances for safety shoes, closed-toe shoes, pants and shorts were increased to keep up with costs.
- Employer will provide an allowance payment equal to the dollar amount identified within the Article 31 on August 1st of each year. Employees no longer have to submit receipts for reimbursement.
- More flexible language will allow employees to spend allowances on fewer or more items, and shoe allowance may be spent on items like boot repair and insoles.
- More inclusive language around uniform options that consider the sizing and other needs of various body types.
- New classifications receive clothing allowances: Traffic Control/Load Inspection Technician I/II.
- Additional clothing added for classifications working outdoors.

34 Parking and transit benefits

- Employer will continue to provide a transit pass for all members who work 10 hours or more per week for six months of the year. This includes variable hour employees.
- Employer will provide parking at no cost for members who start work after 9 p.m.
- Employer will continue to provide the bike-walk incentive as well as the incentive/discount for carpooling.
- Added language to reopen and bargain the Parking and Transit Benefits article at a later date to allow for the Metro Regional Center operations to get established.

35: Variable Hour Employees

- Contract clarifies that all variable hour positions are paid at Step 1 of their classification.
- Added Juneteenth as eligible for holiday premium pay.
- Employees will now receive one eight-hour personal holiday after one year of employment. After a year of employment, they will receive a holiday if they work 240 hours in the fiscal year.
- Employees will now receive a \$125 healthcare stipend in any month that 80 hours were worked after one year of employment (unless qualifying for ACA through Metro).
- Classifications required to wear safety shoes shall now receive a \$150 allowance check instead of a reimbursement option following 520 hours of employment.
- If an employee is hired after June 30, 2012, Metro will pay their 6% PERS employee pick up. These employees will see a 6% increase in take home pay beginning with the June 28 pay period. This change also applies to OCC and Expo employees hired after 2014. Employees who were hired before June 30, 2012 will continue to have their 6% PERS employee pick-up paid by Metro.

Working conditions and safety

6 Hours and shifts

- Corrected start and stop time language for shift differential for majority hour language to work optimally in Kronos timekeeping system.
- Secured monthly \$150 stipend for employees who provide translation and interpretation work in addition to regular duties for any month in that those duties are completed. Added reopener language to negotiate further benefits and working conditions for this work.
- Added language that allows for temporary schedule reductions.
- Secured memorandum of understanding (MOU) requiring management to negotiate with AFSCME should they desire to change the long-standing schedule of 4-day, 10-hour shifts at household hazardous waste facilities.

7 Overtime, comp and bonus time

- Upon request, the union can now negotiate a process for assigning and scheduling overtime and mandatory overtime for individual workgroups.
- Expo Center employees will receive overtime pay when working 8 or more days in a row.
- Added in language from a separate letter of agreement that clarified that non-exempt (hourly) employees who work four, 10-hour shifts or other alternate schedules earn overtime after 40 hours worked that workweek.
- Clarified that comp time must be used within each fiscal year (July 1 to June 30) that it was earned. Ensured comp time earned in June would roll over to the next fiscal year.
- Expanded bonus time eligibility for both exempt and non exempt employees (exempt = salary non exempt = hourly).

24 Inclement weather

- Expanded article to include unsafe conditions and regional emergencies in addition to weather.
- If a worksite is closed, the employer is required to provide, at minimum, notification within one hour of shift start. When an employee is in transit to a worksite and notified of closure, they will be provided with 4 hours of pay.
- Clarified emergency closure pay for employees at all locations will be provided when worksite closes (the Oregon Zoo required employees to take vacation leave for closures).
- Expanded remote work rights during inclement weather, unsafe conditions and regional emergencies.
- Required management to provide listing of essential workers each year and article includes basic definition of essential work.

- Expanded rights for hazard pay at work sites. OCC and Portland’5 workers will receive hazard pay when venue events remain open and MRC is closed for inclement weather.
- Added excessive heat requirements.
- Secured Letter of Agreement through Dec. 31, 2021 with safety and hazard pay requirements for air quality events.
- Management and all unions will negotiate a Metro-wide inclement weather policy this July through September.

27 Education and training

- Designates approval of member/employee training to supervisors instead of department directors.
- Clarifies certain training and education may be required for all employees.
- Acknowledges that racial equity and inclusion trainings are an important and necessary investment for Metro and AFSCME’s commitment to provide equitable programming and a safe and inclusive workplace.

29 Flexible schedules and remote work

- Outlined required standard equipment provided to the employee for remote work.
- Secured in-person workspace for employees who are unable to work remotely, but whose work could be conducted remotely.

30 CDL policy

- Incorporated language from existing letter of agreement that provides an additional \$1/hour differential for CDL certification.
- Required that employer pays all costs for training, certification and renewal of license.

Union rights and worker protections

2 Recognition

- More positions at Metro will now have union rights and be represented by AFSCME Local 3580.
- Added in language to include positions at OCC, Expo and Portland’5 won in a December 2019 grievance.
- Clarified that any positions at OCC, Expo and Portland’5 that are doing comparable work in an AFSCME position elsewhere at Metro will be AFSCME represented.
- Variable hour status Traffic Control I and II, MetroPaint Operations Technician, and Program Assistant I in the Recycling Information Center now have union representation.

4 Union security

- Clarified rights to meet with new employees on paid time for union orientation.
- Fought off restrictions on what could be posted on union bulletin boards.
- Clarified union access to meeting rooms and facilities.
- Formally secured use of in-house mail system, on-site storage and Metro email.
- Secured release time (work hours that are allowed for union work) for union-represented employees. These hours may be used for union trainings and events, and, at times, will be paid (instead of requiring employees to use leave). The union will reimburse Metro for all wage and benefit costs for paid leave.

17 Discipline and discharge

- Added language clarifying just cause.
- Requires that the union will receive notification when an AFSCME represented position receives an investigatory notice.
- Added language defining progressive discipline and different levels of discipline.
- Letters of expectation no longer considered part of personnel file.

26 Contracting out

- Adds in language related to automation of bargaining unit work (where technology replaces worker tasks), which requires the employer to notify the union if automation will impact staffing levels. Provides the union the opportunity to provide alternate options and clarifies the union's right to bargain impacts of decision.
- Outlines a process for impacted employees who get displaced by contracting out or automation to allow for placement into other positions in organizations.
- Requires Metro to provide a report of contracted professional services to the union every three months.

“Housekeeping” changes

- Minor changes to clarify terms or correct or add department names were made to Articles 1, 18, 20 and 23.
- Article 28, Job Sharing was removed from the contract.
- Article 5, No Strike/Lockout was not opened for negotiations by either party.

Wages and benefits

AFSCME Local 3580

Summary of contract changes for contract ratification

Contract term: July 1, 2021 through June 30, 2025



Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Annual wage increases each year beginning July 1, 2021
2021: 1.74% 2022: 2.0% 2023: 2.5% 2024: 2.5%
- Pay rate adjustments for 28 classifications resulting in a minimum 5% increase in take home pay beginning with the June 28 pay period. Variable hour status positions in these classifications will also see a wage increase. See classification chart at end of this document for specific details.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 15: Wages

Section 15.1

Effective upon ratification by both parties, employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A: AFSCME Pay Schedule (attached), Exhibit B Pay Schedule adjustments beginning July 1, 2021, and Exhibit C AFSCME Variable hour employees (attached).

15.1.1: Exhibit A AFSCME Pay Schedule

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

Employees will keep their current salary eligibility date.

Pay schedule adjustments shall be applied to the hourly rates in each classification. Annual rates shall be generated by multiplying the hourly rates by 2080. All pay adjustments shall be performed using standard rounding principles (i.e. 5 or higher rounds up and lower than 5 rounds down) to the nearest one hundredth decimal place (e.g. the decimal 0.846 rounded to the nearest hundredth is 0.85).

15.1.2: Exhibit B Pay schedule adjustments

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

The date of ratification shall become the anniversary date for the purpose of step advancement for all active employees on payroll at the time of ratification. Probationary employees upon ratification

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

15.1.3 Exhibit C Variable hour pay schedule

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

Section 15.2 Call Back Pay

Any non-exempt employee required to return to work before the employee's next work shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt employee is required to work in excess of their regularly scheduled work day; eight (8) or ten (10) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of their regular work day; eight (8) or ten (10) hours.

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

Section 15.3 Household Hazardous Waste Response

15.3.1: Any regular, full-time or part-time Household Hazardous Waste (HHW) Technician and/or Household Hazardous Waste (HHW) Specialist (hereinafter referred to as "employee"), who is required to report to either HHW facility outside of their normal work schedule to respond to a radiation alarm, acid spill, asbestos response call, or response of a similar nature, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate.

15.3.2: In the event the four (4) hour response time overlaps with the start of the employee's next scheduled shift, the employee shall continue to receive pay at the rate of one and one-half times the regular rate for the remainder of the four (4) hour period. The employee shall receive their regular rate of pay beginning with the fifth hour directly following the four (4) hour radiation response time period.

15.3.3: In the event the employee is responding during their regularly scheduled shift and the employee is required to work beyond the end of their shift, the employee shall be paid time and one-half (1-1/2) only for actual time worked in excess of their regular shift. The call back pay minimum of (4) four hours will not apply.

15.3.4: When an employee having a regular 4-day/10 hours work schedule is required to work in excess of ten (10) hours in any workday, outside of the above circumstance, the employee shall be paid time and one-half (1-1/2) only for the time worked in excess of ten (10) hours.

15.3.5: Shift differential will not apply when an employee is required to report to either HHW facility outside of their normal work schedule, to respond.

Section 15.4 Landfill and Facilities Maintenance Call Back Pay

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

Exhibit A: AFSCME Local 3580 Pay Schedule

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

| METRO AFSCME Pay Schedule | | | | | | | | | | |
|------------------------------|----------|---|---------|----------|----------|----------|----------|----------|----------|----------|
| Pay Range | Job Code | Job Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| 01 | 6012* | Office Assistant | 14.35 | 15.08 | 15.84 | 16.64 | 17.47 | 18.34 | 19.25 | Hourly |
| | | | 29848 | 31366.40 | 32947.20 | 34611.20 | 36337.60 | 38147.20 | 40040.00 | 42016.00 |
| 02 | | Vacant Range | 15.08 | 15.84 | 16.64 | 17.47 | 18.34 | 19.25 | 20.20 | Hourly |
| | | | 31366.4 | 32947.20 | 34611.20 | 36337.60 | 38147.20 | 40040.00 | 42016.00 | 42016.00 |
| 03 | | Vacant Range | 15.84 | 16.64 | 17.47 | 18.34 | 19.25 | 20.20 | 21.21 | Hourly |
| | | | 32947.2 | 34611.20 | 36337.60 | 38147.20 | 40040.00 | 42016.00 | 44116.80 | 44116.80 |
| 04 | 0032* | Building Custodian - MRC | 16.64 | 17.47 | 18.34 | 19.25 | 20.20 | 21.21 | 22.28 | Hourly |
| | | | 34611.2 | 36337.60 | 38147.20 | 40040.00 | 42016.00 | 44116.80 | 46342.40 | 46342.40 |
| 05 | 6005* | Administrative Specialist I | 17.47 | 18.34 | 19.25 | 20.20 | 21.21 | 22.28 | 23.39 | Hourly |
| | 0034* | Traffic Control/Load Inspection Technician I | 36337.6 | 38147.20 | 40040.00 | 42016.00 | 44116.80 | 46342.40 | 48651.20 | Annual |
| | 0049 | Mailroom Coordinator | | | | | | | | |
| 06 | 0040* | Program Assistant I | 18.34 | 19.25 | 20.20 | 21.21 | 22.28 | 23.39 | 24.56 | Hourly |
| | 6026* | Safety and Security Officer | 38147.2 | 40040.00 | 42016.00 | 44116.80 | 46342.40 | 48651.20 | 51084.80 | Annual |
| | 0048* | Traffic Control/Load Inspection Technician II | | | | | | | | |
| | 0033* | Lead Building Custodian - MRC | | | | | | | | |
| 07 | 0038* | Accounting Technician II | 19.25 | 20.20 | 21.21 | 22.28 | 23.39 | 24.56 | 25.79 | Hourly |
| | 0006* | Food Service/Retail Specialist | 40040 | 42016.00 | 44116.80 | 46342.40 | 48651.20 | 51084.80 | 53643.20 | Annual |
| | 6020* | Payroll Technician | | | | | | | | |
| | 0013* | Scalehouse Technician | | | | | | | | |
| 08 | 6006* | Administrative Specialist II | 20.20 | 21.21 | 22.28 | 23.39 | 24.56 | 25.79 | 27.08 | Hourly |
| | 0015* | Facilities Maintenance Worker | 42016 | 44116.80 | 46342.40 | 48651.20 | 51084.80 | 53643.20 | 56326.40 | Annual |
| 09 | 6007* | Administrative Specialist III | 21.21 | 22.28 | 23.39 | 24.56 | 25.79 | 27.08 | 28.44 | Hourly |
| | 0042* | Program Assistant II | 44116.8 | 46342.40 | 48651.20 | 51084.80 | 53643.20 | 56326.40 | 59155.20 | Annual |
| | 0026* | Lead Safety and Security Officer | | | | | | | | |
| 10 | 0014* | Lead Scalehouse Technician | 22.28 | 23.39 | 24.56 | 25.79 | 27.08 | 28.44 | 29.86 | Hourly |
| | | | 46342.4 | 48651.20 | 51084.80 | 53643.20 | 56326.40 | 59155.20 | 62108.80 | 62108.80 |
| 11 | 6034* | Property Management Technician | 23.39 | 24.56 | 25.79 | 27.08 | 28.44 | 29.86 | 31.37 | Hourly |
| | 6036* | Education Specialist I | 48651.2 | 51084.80 | 53643.20 | 56326.40 | 59155.20 | 62108.80 | 65249.60 | Annual |
| | 6030 | Zoo Registrar | | | | | | | | |
| 12 | 6001* | Accountant I | 24.56 | 25.79 | 27.08 | 28.44 | 29.86 | 31.37 | 32.92 | Hourly |
| | 6031* | Assistant Visual Communication Designer | 51084.8 | 53643.20 | 56326.40 | 59155.20 | 62108.80 | 65249.60 | 68473.60 | Annual |
| | 6016* | GIS Technician | | | | | | | | |
| | 0053* | Facilities Maintenance Technician | | | | | | | | |
| | 0055* | Landfill & Environmental Technician | | | | | | | | |
| | 0052* | Metro Paint Operations Technician | | | | | | | | |

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

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

AFSCME Pay Plan 2019

Exhibit A: AFSCME Local 3580 Pay Schedule

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

| | | METRO AFSCME Pay Schedule | | | | | | | |
|---|--|------------------------------|----------|----------|----------|----------|----------|----------|--------|
| 13 | 6008* Administrative Specialist IV | 25.79 | 27.08 | 28.44 | 29.86 | 31.37 | 32.92 | 34.57 | Hourly |
| | 0331* Hazardous Waste Technician | 53643.2 | 56326.40 | 59155.20 | 62108.80 | 65249.60 | 68473.60 | 71905.60 | Annual |
| | 6018* Payroll Specialist | | | | | | | | |
| | 6024* Program Assistant III | | | | | | | | |
| | 0057* Technical Specialist I | | | | | | | | |
| 14 | 6037* Education Specialist II | 27.08 | 28.44 | 29.86 | 31.37 | 32.92 | 34.57 | 36.31 | Hourly |
| | 0059* Technical Specialist II | 56326.4 | 59155.20 | 62108.80 | 65249.60 | 68473.60 | 71905.60 | 75524.80 | Annual |
| | 0059* Volunteer Coordinator I | | | | | | | | |
| | 0333* Assistant Management Analyst | | | | | | | | |
| | 0338* Assistant Public Affairs Specialist | | | | | | | | |
| | 6032 Associate Visual Communication Designer | | | | | | | | |
| | 0639 Video and Photography Technician | | | | | | | | |
| | 0041* Records & Information Analyst I | | | | | | | | |
| 15 | 0063* Metro Paint Operations Specialist | 28.44 | 29.86 | 31.37 | 32.92 | 34.57 | 36.31 | 38.14 | Hourly |
| | 0045* Facilities Maintenance Specialist | 59155.2 | 62108.80 | 65249.60 | 68473.60 | 71905.60 | 75524.80 | 79331.20 | Annual |
| | 6002 Accountant II | | | | | | | | |
| | 0062 Systems Administrator I | | | | | | | | |
| | 0061 Systems Analyst I | | | | | | | | |
| | 0301* Procurement Analyst I | | | | | | | | |
| 16 | 0332* Hazardous Waste Specialist | 29.86 | 31.37 | 32.92 | 34.57 | 36.31 | 38.14 | 40.04 | Hourly |
| | 0064* Landfill & Environmental Specialist | 62108.8 | 65249.60 | 68473.60 | 71905.60 | 75524.80 | 79331.20 | 83283.20 | Annual |
| | 0073* Technical Specialist III | | | | | | | | |
| | 6009 Assistant GIS Specialist | | | | | | | | |
| | 6000 Assistant Natural Resource Scientist | | | | | | | | |
| | 0354 Assistant Regional Planner | | | | | | | | |
| | 0343 Assistant Solid Waste Planner | | | | | | | | |
| | 6011 Assistant Researcher & Modeler | | | | | | | | |
| | 0348 Assistant Transportation Planner | | | | | | | | |
| | 0334 Associate Management Analyst | | | | | | | | |
| | 0339 Associate Public Affairs Specialist | | | | | | | | |
| | 6038 Education Specialist III | | | | | | | | |
| | 0056 Records & Information Analyst II | | | | | | | | |
| | 6033 Senior Visual Communication Designer | | | | | | | | |
| | 0065 Volunteer Coordinator II | | | | | | | | |
| 17 | 0067 Systems Administrator II | 31.37 | 32.92 | 34.57 | 36.31 | 38.14 | 40.04 | 42.05 | Hourly |
| | 0066 Systems Analyst II | 65249.6 | 68473.60 | 71905.60 | 75524.80 | 79331.20 | 83283.20 | 87464.00 | Annual |
| | 0074 Program Coordinator I | | | | | | | | |
| | 0302 Procurement Analyst II | | | | | | | | |
| 18 | 6004 Accountant III | 32.92 | 34.57 | 36.31 | 38.14 | 40.04 | 42.05 | 44.14 | Hourly |
| | 6013 Associate GIS Specialist | 68473.6 | 71905.60 | 75524.80 | 79331.20 | 83283.20 | 87464.00 | 91811.20 | Annual |
| | 6014 Associate Natural Resource Scientist | | | | | | | | |
| | 0355 Associate Regional Planner | | | | | | | | |
| | 0344 Associate Solid Waste Planner | | | | | | | | |
| | 6015 Associate Researcher & Modeler | | | | | | | | |
| | 0349 Associate Transportation Planner | | | | | | | | |
| | 6025 Property Management Specialist | | | | | | | | |
| | 0335 Senior Management Analyst | | | | | | | | |
| *Non-exempt classification Employees in this class are eligible to receive overtime compensation | | | | | | | | | |
| Effective: 7/1/20 Revised: 9/1/2020 COLA: 2.50% | | | | | | | | | |
| AFSCME Pay Plan 2019 | | | | | | | | | |

Exhibit A: AFSCME Local 3580 Pay Schedule

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

METRO AFSCME Pay Schedule

| | | | | | | | | | | |
|----|------|--------------------------------------|---------|----------|----------|----------|----------|-----------|-----------|--------|
| 19 | 6040 | Endocrinology Research Technician | 34.57 | 36.31 | 38.14 | 40.04 | 42.05 | 44.14 | 46.35 | Hourly |
| | 6017 | Investment Coordinator | 71905.6 | 75524.80 | 79331.20 | 83283.20 | 87464.00 | 91811.20 | 96408.00 | Annual |
| | 0340 | Senior Public Affairs Specialist | | | | | | | | |
| | 0075 | Program Coordinator II | | | | | | | | |
| | 0303 | Procurement Analyst III | | | | | | | | |
| 20 | 0476 | Construction Project Manager I | 36.31 | 38.14 | 40.04 | 42.05 | 44.14 | 46.35 | 48.67 | Hourly |
| | 0069 | Systems Analyst III | 75524.8 | 79331.20 | 83283.20 | 87464.00 | 91811.20 | 96408.00 | 101233.60 | Annual |
| | 0365 | Real Estate Negotiator | | | | | | | | |
| | 0070 | Systems Administrator III | | | | | | | | |
| | 0078 | Transportation Engineer I | | | | | | | | |
| 21 | 6035 | Lead Real Estate Negotiator | 38.14 | 40.04 | 42.05 | 44.14 | 46.35 | 48.67 | 51.11 | Hourly |
| | 6027 | Senior GIS Specialist | 79331.2 | 83283.20 | 87464.00 | 91811.20 | 96408.00 | 101233.60 | 106308.80 | Annual |
| | 6028 | Senior Natural Resource Scientist | | | | | | | | |
| | 0356 | Senior Regional Planner | | | | | | | | |
| | 0345 | Senior Solid Waste Planner | | | | | | | | |
| | 6029 | Senior Researcher & Modeler | | | | | | | | |
| | 0350 | Senior Transportation Planner | | | | | | | | |
| | 6039 | Senior Real Estate Analyst | | | | | | | | |
| | 0341 | Principal Public Affairs Specialist | | | | | | | | |
| | 0068 | Digital Media Specialist | | | | | | | | |
| | 0079 | Program Manager | | | | | | | | |
| 22 | 6021 | Principal GIS Specialist | 40.04 | 42.05 | 44.14 | 46.35 | 48.67 | 51.11 | 53.66 | Hourly |
| | 6022 | Principal Natural Resource Scientist | 83283.2 | 87464 | 91811.2 | 96408 | 101233.6 | 106308.8 | 111612.8 | Annual |
| | 0357 | Principal Regional Planner | | | | | | | | |
| | 0346 | Principal Solid Waste Planner | | | | | | | | |
| | 6023 | Principal Researcher & Modeler | | | | | | | | |
| | 0351 | Principal Transportation Planner | | | | | | | | |
| | 0072 | Systems Administrator IV | | | | | | | | |
| | 0071 | Systems Analyst IV | | | | | | | | |
| | 0077 | Transportation Engineer II | | | | | | | | |
| | 0477 | Construction Project Manager II | | | | | | | | |
| | 0308 | Senior Engineer | | | | | | | | |

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

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

AFSCME Pay Plan 2019

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Exhibit B: Pay schedule adjustments

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

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

| Job Code | Current pay range | | Classification | New pay range July 1, 2021 | | New pay range July 1, 2022 | |
|----------|-------------------|-------------------|--|----------------------------|-------------------|----------------------------|-------------------|
| | | | | | | | |
| 6006 | 8 | \$20.20 - \$27.08 | Administrative Specialist II | 9 | \$21.21 - \$28.44 | 10 | \$22.28 - \$29.86 |
| 6007 | 9 | \$21.21 - \$28.44 | Administrative Specialist III | 11 | \$23.39 - \$31.37 | 12 | \$24.56 - \$32.92 |
| 6008 | 13 | \$25.79 - \$34.57 | Administrative Specialist IV | 15 | \$28.44 - \$38.14 | 16 | \$29.86 - \$40.04 |
| 0040 | 6 | \$18.34 - \$24.56 | Program Assistant I | 8 | \$20.20 - \$27.08 | | |
| 0042 | 9 | \$21.21 - \$28.44 | Program Assistant II | 11 | \$23.39 - \$31.37 | 12 | \$24.56 - \$32.92 |
| 6024 | 13 | \$25.79 - \$34.57 | Program Assistant III | 14 | 27.08 36.31 | 16 | \$29.86 - \$40.04 |
| 0038 | 7 | \$19.25 - \$25.79 | Accounting Technician II | 9 | \$21.21 - \$28.44 | 10 | \$22.28 - \$29.86 |
| 6020 | 7 | \$19.25 - \$25.79 | Payroll Technician | 9 | \$21.21 - \$28.44 | 10 | \$22.28 - \$29.86 |
| 8485 | | | Event Custodians: <i>See pay information under Building Custodian 0032</i> | | | | |
| 8170 | 84 9 | \$18.40 - \$23.37 | Utility Maintenance Technician | 8 | \$20.20 - \$27.08 | 10 | \$22.28 - \$29.86 |
| 8175 | 95 0 | \$21.63 - \$27.38 | Utility Maintenance | 11 | \$23.39 - \$31.37 | | |
| 8300 | 96 2 | \$22.35 - \$28.27 | Utility Maintenance Specialist | 12 | \$24.56 - \$32.92 | 13 | \$25.79 - \$34.57 |
| 8385 | 97 2 | \$24.13 - \$30.45 | Utility Maintenance Lead | 13 | \$25.79 - \$34.57 | | |
| 8490 | 94 1 | \$19.61 - \$24.81 | Utility Grounds Maintenance | 9 | \$21.21 - \$28.44 | 11 | \$23.39 - \$31.37 |
| 8500 | 95 2 | \$17.88 - \$22.61 | Utility Worker | 7 | \$19.25 - \$25.79 | 9 | \$21.21 - \$28.44 |
| 8495 | 96 1 | \$19.48 - \$24.65 | Utility Lead* | 8 | \$20.20 - \$27.08 | 10 | \$22.28 - \$29.86 |

Exhibit C: AFSCME Variable hour pay schedule

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

Program Assistant I, Zoo

Program Assistant I, RIC

Scalehouse Technicians

Traffic Control/Load Inspection Technician

Safety and Security Officers

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

MetroPaint Operations Technician

Hazardous Waste Technicians

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Employees hired after June 30, 2012: 6% PERS employee pick up restored. These employees will see a 6% increase in take home pay beginning with the June 28 pay period. This change also applies to OCC and Expo employees hired after 2014.
- Employees hired before June 30, 2012: 6% PERS employee pick-up protected, no changes.
- All employees can request a one-time cash out of up to 80 hours of vacation until Dec. 31, 2021.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 13: Retirement Benefits

Section 13.1 Participation

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

Section 13.2 Employee Contribution for Employees

Effective July 1, 2021, the Employer shall pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, for those who are qualified for PERS, in addition to the required employer contributions for current employees active on the payroll.

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

Section 13.3 Unused Sick Leave

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

Section 13.4 Change to PERS

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

In the event that there are changes to PERS that impact a mandatory subject of bargaining that result

in a reduction to the contribution to the Individual Account Program (IAP), and a cost savings for the Employer, the Union may demand to bargain the impacts of such a decision in accordance with the expedited bargaining process (ORS 243.698).

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- All regular status employees now earn the same rate of vacation accrual. For those hired before June 30, 2012 (2014 for OCC and Expo) this is an increase. Employees hired after June 30, 2012 will not see any changes.
- Employees who are on probation (within 6 months of hire date) can use earned vacation leave.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 9: Vacation

Section 9.1 Vacation Accrual for Employees

Subject to department approval, all bargaining unit employees shall be granted annual vacation leave with pay based on hours worked, accruing at the following rates:

| Total Years of Continuous Service | Accrual Rate Per Hours | Equivalent Annual Hour Full-Time Employees |
|---|-------------------------------|---|
| Date of hire through completion of 3 yrs. | .0577 hours | 120 hours |
| 4 years through completion of 7 yrs. | .0692 hours | 144 hours |
| 8 years through completion of 11 yrs. | .0808 hours | 168 hours |
| 12 years plus | .0923 hours | 192 hours |

Section 9.2 Existing accrual rates for OCC and Expo

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

Section 9.3 Vacation Leave Approval

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

Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements

of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency. All employees are generally required to submit vacation requests through the electronic timekeeping system. In the instances where vacation has yet to accrue in employee's leave balance, employees may request vacation in writing to their department director or designee. Approval of vacation leave shall be provided in a timely manner.

Section 9.4 Vacation for Probationary Employees

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

9.5 Vacation Accrual Maximum

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

9.6 Vacation Payout at Separation

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Added Juneteenth as a paid holiday.
- Part time employee holiday pay changed to hours equal to their scheduled shift, instead of FTE status.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 8: Holidays

Section 8.1 Recognized Paid Holidays

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

Section 8.2 Holiday Pay

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

Section 8.3 Part-time Proration

Holiday pay for part-time employees will be prorated based on average hours paid per week during a six (6) month period of time (semi-annual). This semi-annual calculation shall be from October 1 through March 31 and April 1 through September 30 of each year, and shall hereinafter be referred to as the calculation period.

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

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

| Qualifying Six-Month Average Hours Paid | Holidays |
|---|--|
| April 1 through September 30 | New Year's Day Dr. Martin Luther King Jr. Day President's Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day |
| Oct 1 through March 31 | Memorial Day Juneteenth Independence Day Labor Day |

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

- a. Employees with average hours paid of 20-26.69 per week shall receive a prorated holiday of 50% of their regular shift, such that if their regular shift was eight (8) hours they would receive four (4) hours of pay; or if their regular shift was ten (10) hours they would receive five (5) hours of pay.
- b. Employees with average hours paid of 26.7-31.99 per week shall receive 75% of their regular shift as holiday pay, such that if their regular shift was eight (8) hours they would receive six (6) hours of pay; or if their regular shift was ten (10) hours they would receive seven-and-a-half (7.5) hours of pay.
- c. Employees with average hours paid of 32 hours per week or more shall receive the equivalent of their full shift, either 8 or 10 hours, respectively.

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

- 8.3.3 Newly hired, regular status employees (including probationary employees) who have not yet worked a complete qualifying period (six months for holidays and twelve months for personal holidays) and employees not in paid status for half or more of the qualifying period (per the table above) will be paid pro-rated holidays based on their FTE status. After six months of employment, a review of hours worked will be conducted to confirm that the employee's budgeted FTE status used to determine pro-rated holiday pay since hire date was accurate. In instances where an employee worked more than the budgeted FTE, the employee shall be provided the difference from forecasted FTE and actual hours worked as deferred holiday leave.
- 8.3.4 Part-time employees shall not be required but may be allowed to use their (non-sick-leave) accruals to "back fill" any holiday where pro-rated holiday pay is provided.
- 8.3.5 Within 30 days of the close of each six-month period outlined in number one (1) above, employees and the Local shall be notified of their amount of holiday hours for that period.

Section 8.4 Alternate Holiday Scheduling

Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday.

Section 8.5

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

Section 8.6 Holiday Worked/Deferred

In addition to holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked, with the exception of the day after Thanksgiving. However, if an employee is scheduled to work on a holiday, that employee will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five deferred holidays.

Section 8.7 Holiday Scheduling

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

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

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

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Expanded sick leave to include both physical and mental illness.
- Removed discipline related to excessive sick leave abuse.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 10: Sick Leave

Section 10.1 Sick Leave Accrual

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

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

Section 10.2 Use of Sick Leave

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

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

Section 10.3 Sick Leave Notification

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

Section 10.4 Sick Leave Use in Conjunction with Workers' Compensation

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

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full net take-home pay for the pay period. The employer may recoup any overpayment of sick leave paid, either by deductions from gross wages

per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or the employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Unused Sick Leave

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

Section 10.7 Infrequent Absences of Exempt Employees

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

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

Section 10.8 Physical Examination

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Expanded bereavement leave to include immediate family as defined by the employee (family of choice).
- Paid leave granted for subpoena court appearances unless order involves the employer.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 11: Other Leaves

Section 11.1 Bereavement Leave

The employer shall comply with the Oregon Family Leave Act.

An employee absent from duty due to the death of an immediate family member as defined by the employee shall be allowed time off from duty, not to exceed three (3) days, without deduction of pay on account of such absence. If travel is required, up to four (4) additional days (chargeable to sick leave) will be allowed. If leave is not used immediately following the death of the family member, the employee will provide their manager with reasonable notice of any absences as a result of Section 11.1. and such requests shall not be unreasonably denied.

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

Section 11.2 Military Leave

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

Section 11.3 Jury Duty/Court Appearances

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

11.3.1: Employees shall not be eligible for leave with pay under Section 11.3 if the subpoena is for a dispute between the employer and employee. In instances where the dispute is with the Employer, the employee is entitled to use any accrued vacation in these circumstances. Union related arbitrations are exempt if they occur on an employee's regularly scheduled work day.

Section 11.4 ADA and Family Medical Leave

11.4.1: Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees shall be allowed to use accrued leave balances in the following order: (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave. Once an employee reaches a leave balance of 40 hours vacation leave, employee may elect to take leave without pay and retain accrued vacation leave.

11.4.2: If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee shall elect COBRA if the employee wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law. In the event a leave of absence extends beyond the authorized FMLA or OFLA leave, the employee will not be eligible to retain a leave bank of any accrued hours as stated in section 11.4.1 of this Article.

Section 11.5 Leave Without Pay

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- No changes to benefit premium split of 92% employer, 8% employee.
- Added language to require a look-back at hours worked within the first 6 months of benefit eligibility for employees hired at less than full time. This is to ensure they were not overcharged for their prorated insurance premium.
- Added \$125 health care incentive for part-time OCC and Expo employees who work more than 80 hours in that month. Part-time positions at these venues do not receive Metro-provided insurance benefits because the cost of health insurance through the ACA marketplace is more affordable.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 12: Health and Welfare

Section 12.1 Joint Labor Management Committee for Health Benefits

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

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

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

Section 12.2 Benefit Eligibility

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

12.2.1: Health benefits will be prorated for part time employees except for employees at the Oregon Convention Center and Portland Expo Center. Their premium share will be calculated based

on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status, multiplied by Employer's full-time employee premium portion for that plan.

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

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

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

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

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

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

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

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

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

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

Section 12.3 Premium Sharing

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

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

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

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

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

12.3.4 Excise Tax Reopener

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

12.3.5 Benefit eligibility reopener

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

Section 12.4 Long Term Disability and Accidental Death Dismemberment Insurance

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

Section 12.5 Child Care

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

Section 12.6 Employee Assistance Program

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

Section 12.7 Voluntary Short-Term Disability

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

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Employees who are working out of class will receive a step increase on their anniversary date, and will also receive a step increase in their underlying classification.
- Removed three consecutive working days requirement for working out of class assignment to expanded definition of “majority of hours”.
- Fought off attempts to reduce rights to protect pay when an employee is demoted involuntarily (not by discipline or choice).
- Clarified language to allow for additional step increases when an employee is reclassified or on a working out of class assignment when bona fide qualification factors are taken into account.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 14: Salary Administration

14.1 New and Revised Classifications

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

Section 14.2 Classifications and Salary rate

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

Section 14.3 Working Out of Classification Assignments

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for the majority of their work hours during a work week, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in the employee’s classification range or the first step in the higher classification whichever is greater.

The period for working out of an employee’s current classification in a higher classification shall be limited to no more than 18 months. If an employee reaches their anniversary date during a working out of class assignment, the employee’s pay rate will advance one step in their former classification pay range. The employee’s working out of class pay will also increase by one step. At the end of the working out of class assignment, the employee will return to their former classification pay range at the step of their anniversary increase.

14.3.1 WPES employees at Metro Central and South

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

- a. If a Scalehouse or HHW employee is assigned to be the acting supervisor for more than three (3) consecutive days the employee shall be eligible for overtime based upon the hours worked as an acting supervisor. If a holiday occurs during the acting supervisory period, and the employee works the holiday, the employee shall be eligible for holiday pay as determined by this agreement. The rate of pay for holiday overtime shall be at the rate of the acting supervisor position.
- b. For periods of less than three (3) consecutive days the employee shall not receive out-of-class pay when filling in for a supervisor, but shall be eligible for overtime. Such employees shall not be required to hold a cell phone; however, if the supervisor determines it necessary for the employee to hold a cell phone the employee shall be paid at two-hour minimum for the time worked if the employee is called. Such assignment will be made on a rotational basis by volunteers in order of seniority. In the event, there are no volunteers, such duty will be assigned in reverse seniority order.

Section 14.4 Anniversary Date and Step Advancement

Employees shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit the employer from placing employees above step one or advancing employees to higher levels of the salary range.

Section 14.5 Promotion

Employees promoted through a recruitment process into a higher classification shall be placed at not less than the next higher step in the new salary range. The next higher step is an increase equal to the next higher rate in the new salary range. Bona fide factors of seniority and experience, as well as any combination of these factors, may allow for step placement greater than the next higher rate in the new salary range.

Upon completion of promotional probation, employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit the Employer from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 Probationary Period

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

14.6.1 Promotion upon Completion of Probation

For employees promoted through a recruitment process into a higher classification, promotional probation shall be six (6) calendar months from the first day of promotion. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure. The probationary period may be extended by the number of days an employee is on leave provided such leave exceeds ten (10) consecutive work days.

14.6.2 Demotion

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

14.6.3 Reclassification

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

14.6.4 Layoff

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

Section 14.7 Downward Reclassification

If an employee is moved to a classification with a lower salary range, for reasons unrelated to discipline, the employee's rate of pay shall be placed on the step of the new salary range closest to the employee's rate of pay taking into consideration the bona fide factors of seniority and experience as well as any combination of these factors, but shall be no higher than the top step in the salary range of the new classification. The employee's anniversary date shall remain the same for downward reclassification.

Section 14.8 Voluntary Demotion

If an employee voluntarily moves to a classification with a lower salary range and the employee's current rate of pay exceeds the salary range for the new classification, the employee's rate of pay will be placed at the top step of the range for the new classification. If the employee voluntarily moves to a classification with a lower salary range and the employee's current rate of pay falls

within the salary range for the new classification, the employee's rate of pay will remain the same but the step and grade will reflect that of the new classification. The employee's anniversary date shall remain the same for voluntary demotion.

Section 14.9 Lateral Transfer

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

Section 14.10 Reclassification Procedure

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

If a reclassification request is approved by Human Resources, for an employee moving to a higher classification, the employee shall be placed at the next higher step in the new salary range. The next higher step is an increase equal to the next higher rate in the new salary range. Bona fide factors of seniority and experience may allow for step placement greater than the next higher step in the new salary range. Any new rate of pay will be effective the first day of the pay period following the date in which the request was received in Human Resources. Employees sharing the same or substantially similar position descriptions or employees the Employer agrees to treat as a group may file an appeal as a group.

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Employer will continue to provide a transit pass for all members who work 10 hours or more per week for six months of the year. This includes variable hour employees.
- Employer will provide parking at no cost for members who start work after 9 p.m.
- Employer will continue to provide the bike-walk incentive as well as the incentive/discount for carpooling.
- Added language to reopen and bargain the Parking and Transit Benefits article at a later date to allow for the Metro Regional Center operations to get established.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 34: Parking, transit pass and commuter benefits

Section 34.1

All employees who elect to participate in Employer provided parking will pay the full cost of the parking program via pre-tax payroll deduction. As parking fees increase, all employees in the parking program will cover the increases through the pre-tax payroll deduction program. Such increase shall be limited to increasing the monthly fee by no more than \$5 in a fiscal year. Parking availability is managed by the Employer and a wait list coordinated on a first come first served basis.

Section 34.2

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

Section 34.3

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

Section 34.4 Transit pass

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

Section 34.5

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

- a. Bicycle/Walk Incentive: \$22.00 per month stipend will be provided for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute to a Metro work site for 80% of the month.
- b. Carpooling: If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) that are employees and park at a Metro facility, will be eligible for a parking reduction of \$11.00 per month per each eligible employee in the carpool; according to Employer's policy.
- c. Guaranteed Ride Home: For eligible employees participating in the TDM program who carpool, use transit, walk or bike to work the employer will pay for a ride home if the need arises to leave work unexpectedly or stay late due to job demands or emergency.

Section 34.1 Reopener

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

35 Variable hour employees

AFSCME Local 3580

Summary of contract changes for contract ratification

Contract term: July 1, 2021 through June 30, 2025



Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Contract clarifies that all variable hour positions are paid at Step 1 of their classification.
- Added Juneteenth as eligible for holiday premium pay.
- Employees will now receive one eight-hour personal holiday after one year of employment. After a year of employment, they will receive a holiday if they work 240 hours in the fiscal year.
- Employees will now receive a \$125 healthcare stipend in any month that 80 hours were worked after one year of employment (unless qualifying for ACA through Metro).
- Classifications required to wear safety shoes shall now receive a \$150 allowance check instead of a reimbursement option following 520 hours of employment.
- If an employee is hired after June 30, 2012, Metro will pay their 6% PERS employee pick up. These employees will see a 6% increase in take home pay beginning with the June 28 pay period. This change also applies to OCC and Expo employees hired after 2014. Employees who were hired before June 30, 2012 will continue to have their 6% PERS employee pick-up paid by Metro.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 35: Variable Hour Employees

For the purpose of this contract, Employer recognizes the Union as the exclusive bargaining representative of all variable hour employees that are in the job classification of Program Assistants 1 at the Zoo-and Recycling Information Center, Hazardous Waste Technicians, Safety/Security Officers, and Scale House Technicians, Traffic Control/Load Inspectors and Metro Paint Operations Technicians, who average more than four hours per week per calendar quarter. The following represents the terms and conditions for temporary employees:

All provisions of the collective bargaining agreement apply to variable hour employees except Article 6 Hours and Shifts, Article 8 Holidays, Article 9 Vacation, Article 12 Health and Welfare, Article 16 Seniority, Article 31 Clothing Allowance.

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

35.2 Hours and Shifts: Work scheduled for variable hour employees will be made based on availability. Notwithstanding needs that arise due to unforeseen circumstances, the employer shall endeavor to make weekly work schedules available at a minimum of ten (10) days in advance.

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

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

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

35.3 Holidays: Variable hour employees that work on a holiday will be compensated for hours worked at one and half (1.5) times their regular hourly rate. The observed holidays shall include:

- a. New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- b. Any variable hour employee, who has been employed with Employer for more than one year in a Union represented position, will be eligible for one (1) Personal holiday of 8 hours, each subsequent year of employment upon completion of more than 240 hours worked in the preceding fiscal year. For purposes of this section, a Personal holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. Personal holidays not taken within the fiscal year accrued will be forfeited.

35.4 Health and Welfare: In order to comply with the Affordable Care Act, prorated insurance will be available to variable hour employees who work thirty (30) hours a week or more during a twelve (12) month measurement period. The premium share will be calculated based on the total cost of health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Employer's full-time employee premium portion for that plan.

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

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

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

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

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

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

- a. Hazardous Waste Technicians: Three (3) t-shirts, one (1) sweatshirt, and prescription safety glasses as required. Following five hundred and twenty (520) hours of employment and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes.
- b. Traffic Control/Load Inspection Technician I/II: Three (3) t-shirts, one (1) sweatshirt, one rain hat, one raincoat, one pair rain pants or rainproof coveralls and, following five hundred and twenty (520) hours of employment, and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes.
- c. Metro Paint Operations Technician: Three (3) t-shirts, one (1) sweatshirt, one hat, and following five hundred and twenty (520) hours of employment, and each year thereafter upon five hundred and twenty (520) hours of employment, the employee will receive an allowance of \$150 for the purchase of safety shoes
- d. Scale House Technicians: Three (3) t-shirts, one (1) sweatshirt, one hat
- e. Safety/Security Officers: Two (2) pairs of pants, two (2) polo shirts, and one (1) multi-season jacket.
- f. Program Assistant 1 – Zoo: Those working in husbandry: three (3) tops (short or long sleeve), two (2) pairs of pants, one (1) hat and one (1) jacket. Those working in a show capacity: two (2) polo shirts, a fleece vest, a jacket, and one (1) pair of pants. Program Assistant 1's working in husbandry shall have boots made available to them during their work shift.

Working conditions and safety

AFSCME Local 3580

Summary of contract changes for contract ratification

Contract term: July 1, 2021 through June 30, 2025



Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Corrected start and stop time language for shift differential for majority hour language to work optimally in Kronos timekeeping system.
- Secured monthly \$150 stipend for employees who provide translation and interpretation work in addition to regular duties for any month in that those duties are completed. Added reopener language to negotiate further benefits and working conditions for this work.
- Added language that allows for temporary schedule reductions.
- Secured memorandum of understanding (MOU) requiring management to negotiate with AFSCME should they desire to change the long-standing schedule of 4-day, 10-hour shifts at household hazardous waste facilities.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract.

Article 6: Hours and Shifts

Section 6.1 Workweek

Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week. Provided, however, that this Section shall not govern the payment of overtime, which shall be strictly governed by Article 7. For accounting purposes the work week will begin at 12:01 a.m. on Monday and end at 12:00 a.m. (midnight) the following Sunday.

6.1.1 Workweek at Portland Expo Center

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

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

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

Section 6.3 Rest Periods

Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.

Section 6.4 Exceptions to Workweek Definition

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

Section 6.5 Shifts Definition

Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any shift which begins between 6:00 a.m. and 9:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

Section 6.6 Schedule Trade

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

Section 6.7 Change of Shift

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

Section 6.8 Report Pay

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

Section 6.9 Second or Swing Shift

The second or swing shift for pay purposes shall be defined as any hours worked between 2:00 pm and 9:59 pm. Employees scheduled on the shift shall receive a shift premium of \$1.60 in addition to the regular hourly rate (as set forth in Exhibit A).

Section 6.10 Third or Graveyard Shift

The third or graveyard shift for pay purposes shall be defined as any hours worked between 10:00 pm and 5:59 am. Employees scheduled on the third shift shall receive a shift premium of \$1.70 in addition to the regular hourly rate (as set forth in Exhibit A).

Section 6.11 Differential Payment Across Shifts

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

Section 6.12 Weekend Differential

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

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

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

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

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

Section 6.14 Voluntary time off or temporary reduced schedule

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

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

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

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

- Retirement: voluntary time off does not impact years of service, but may impact calculation of some retirement benefits.

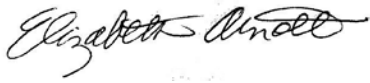
See Article 35 Variable Hour Employees, for provisions of this article applicable to variable hour employees.

**Memo of Understanding
Metro and AFSCME Local 3580**

This is a Memo of Understanding (MOU) between Metro (hereinafter referred to as the Employer) and AFSCME Local 3580 (hereinafter referred to as the Union) in regard to the understanding of the obligations created by proposing a change in long-standing work schedules.

1. Both the Union and the Employer recognize that the Employer has a management right to change schedules to meet operating needs.
2. Both the Union and the Employer recognize that changing long-standing work schedules may significantly impact employees and Employer agrees to meet and confer regarding the impacts any such decision on employees with the Union prior to changing long-standing work schedules in the Household Hazardous Waste section of the Waste Prevention and Environmental Services Department.
3. This Memo of Understanding is not precedent setting in any way and Employer does not waive any arguments or assertions regarding its obligation to bargain permissive subjects of bargaining in the future.

For Employer:



Elizabeth Arnott
Labor and Employee Relations Manager

June 15, 2021

Date

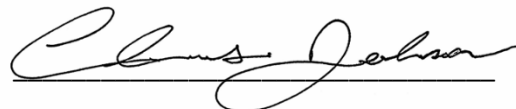
For Union:



Elizabeth Goetzinger, President
AFSCME Local 3580

June 15, 2021

Date



Christopher Johnson
Oregon AFSCME Council 75

June 15, 2021

Date

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Upon request, the union can now negotiate a process for assigning and scheduling overtime and mandatory overtime for individual workgroups.
- Expo Center employees will receive overtime pay when working 8 or more days in a row.
- Added in language from a separate letter of agreement that clarified that non-exempt (hourly) employees who work four, 10-hour shifts or other alternate schedules earn overtime after 40 hours worked that workweek.
- Clarified that comp time must be used within each fiscal year (July 1 to June 30) that it was earned. Ensured comp time earned in June would roll over to the next fiscal year.
- Expanded bonus time eligibility for both exempt and non exempt employees (exempt=salary non exempt=hourly).

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 7: Overtime, Compensatory Time, and Bonus Time

Section 7.1 Overtime

Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at one and one half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek. The "workweek" for purposes of calculating overtime for non-exempt employees is defined as seven (7) consecutive calendar days. The "workday" for purposes of calculating overtime for non-exempt employees is defined as the 24-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Overtime shall be paid whenever required by this subsection or the FLSA.

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

Section 7.1.1 Flexible schedules and overtime

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

Section 7.1.2 Assignment of Overtime

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

Upon request of either party, the Employer and the Union may meet for the purpose of negotiating issues related to the development of methods for the scheduling and distribution of overtime for

departments, venues or workgroups. Any proposals agreed to shall be incorporated through a letter of agreement.

7.1.3 Overtime for consecutive days worked at Portland Expo Center

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

Section 7.2 Compensatory Time for Non-Exempt Employees

Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four day workweek employees) or forty (40) hours per workweek. Compensatory time must be requested in the payroll period in which the excess hours were worked, and the employee may via written request default future excess hours to be received as Compensatory time rather than paid as overtime.

- a. Compensatory time must be used within the fiscal year in which it is awarded, and if unused will be forfeited at the end of the fiscal year unless it is awarded during the month of June. If Compensatory time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time.
- b. Compensatory time shall be provided in the electronic time-keeping system as a separate leave bank for employee's use, shall be pre-approved, and scheduled as time off.

Section 7.3 Bonus Time for Employees

The employer may, at its sole discretion, award employees "bonus time" off as determined appropriate by the Department Director or designee. The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered as the exercise of a Management Right allowed by Article 3 of this Agreement. Bonus time can be awarded to exempt and non-exempt employees.

- a. Bonus time must be used within the fiscal year in which it is awarded, and if unused will be forfeited at the end of the fiscal year unless it is awarded during the month of June. If Bonus time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time.
- b. An employee being awarded bonus time shall receive notice in writing, to include the number of hours awarded and the reason for the award.
- c. Bonus time shall be provided in the electronic time-keeping system as a separate leave bank for employee's use, shall be pre-approved, and scheduled as time off.
- d. Overtime:
Non-exempt: Bonus time shall not be considered in the calculation of overtime during the FLSA workweek.
Exempt: Exempt employees under FLSA shall not be paid overtime.

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Expanded article to include unsafe conditions and regional emergencies in addition to weather.
- If a worksite is closed, the employer is required to provide, at minimum, notification within one hour of shift start. When an employee is in transit to a worksite and notified of closure, they will be provided with 4 hours of pay.
- Clarified emergency closure pay for employees at all locations will be provided when worksite closes (the Oregon Zoo required employees to take vacation leave for closures).
- Expanded remote work rights during inclement weather, unsafe conditions and regional emergencies.
- Required management to provide listing of essential workers each year and article includes basic definition of essential work.
- Expanded rights for hazard pay at work sites. OCC and Portland's workers will receive hazard pay when venue events remain open and MRC is closed for inclement weather.
- Added excessive heat requirements.
- Secured Letter of Agreement through Dec. 31, 2021 with safety and hazard pay requirements for air quality events.
- Management and all unions will negotiate a Metro-wide inclement weather policy this July through September.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

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

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

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

Section 24.2 Worksite closures and late openings

- a. If the Employer decides to close, or delay the opening of, a worksite due to inclement weather or other unsafe or emergency conditions, employees will be notified as soon as possible but no less than one hour prior to the start of the shift.
- b. Upon determination by the Chief Operating Officer or their designee that inclement weather, unsafe conditions, or other emergency exists, and such determination results in the decision to open later than regularly scheduled hours or close any of the Employer's work locations and direct non-essential employees home before the end of their normal shift, those employees shall receive pay for their regular scheduled shift. Employees who are absent or are scheduled to be absent on an approved leave when their worksite has been closed or opens later than regularly scheduled hours due to inclement weather will be subject to the use of such applicable leave.

Section 24.3 Employee Determination of Unsafe Travel Conditions

If a worksite is open and an employee reasonably decides that inclement weather, unsafe or emergency conditions make it unsafe to report to their worksite, the employee may use accrued

vacation, personal holidays, or unpaid leave for that shift or be authorized to work remotely under Section 24.4 of this Article.

Section 24.4 Remote work under Article 24

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

Section 24.5 Essential Personnel reporting

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

Employees who are designated as essential personnel or any employees who are required to report to work when their worksite has been closed, or Employer's other worksites within a 1.25 mile radius have been during inclement weather, unsafe conditions or regional emergency shall be compensated for hours worked at the overtime rate for a minimum of four (4) hours per incident, in addition to their regular pay.

Section 24.6 Dangerous and Excessive Heat Conditions

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

Section 24.7 Annual Review of Best Practices

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

Section 24.8 Reopener

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

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

LETTER OF AGREEMENT
BETWEEN METRO and AFSCME Local 3580, Air quality conditions
at Employer worksites

This Letter of Agreement is hereby entered into by and between Metro (Employer) and the American Federation of State, County and Municipal Employees Local 3580 (Union) for the purpose of establishing working conditions during unhealthy or unsafe air quality conditions at Employer's worksites.

1. Employer and the Union hereby agree to the following conditions:

- A. Air quality at work locations will be determined by the National Oceanic and Atmospheric Administration (NOAA) National Weather Service published Air Quality Index within a one mile radius of the worksite.
- B. AQI at 101, or higher: employees with established medical conditions that make them sensitive to air quality will be permitted to work at an alternate work location, remote work, or if not possible, to use accrued sick leave and, if eligible, FMLA. If AQI is 151, or higher, all employees will be permitted to work at an alternate work location, remote work, or if not possible, to use paid sick leave, and, if eligible, FMLA. For employees reporting to Employer worksites at AQI 151 or higher, Employer will implement efforts to reduce employee exposure to unhealthy and hazardous air. Efforts can include, but are not limited to: reducing outdoor work activities, providing regular indoor breaks, shifting times of operations or reducing operational hours.
- C. AQI 200 or higher: Air quality will be considered unsafe and a hazardous condition when the air quality or forecasted air quality is "Very Unhealthy" or worse (201 or higher). Employees will be provided with N95 masks or NIOSH-approved particulate respirators for voluntary use.
- D. AQI 301 or higher: no employee will be required to work outdoors. When the AQI is presumed or forecasted to remain above 301 for more than four hours, and if outdoor work is required, hazard pay outlined in Section 24.5 shall be implemented and fit-tested N95 or NIOSH particulate respirators will be required. Work periods will be reduced to no more than half of the employee's regular scheduled hours. Employees shall be compensated for any scheduled work hours they are unable to complete due to the hazardous conditions and resulting restrictions on outdoor work. Work periods may be expanded to normal work hours if essential employees are certified to wear full-face respirators rated for such conditions. Employees working outdoors in these conditions will be provided regular access and additional rest breaks to enclosed locations with mechanical ventilation and air filtration systems.
- E. Unhealthy or unsafe air quality conditions for remote work employees
Remote work employees defined as essential will be provided access to Employer's enclosed work locations with mechanical ventilation and air filtration systems when their remote work location AQI is rated at 201 or higher and lack sufficient air filtration systems. Such access may be limited when public health measures or Employer's public health policies may limit capacity of such spaces.

Non-essential remote work employees may request emergency closure leave when AQI conditions of 301 exist and they are unable to complete work duties remotely.

2. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this LOA shall remain in full force and effect.

3. This Letter of Agreement is not precedent setting for any interpretation of the Collective Bargaining Agreement, Metro's personnel policies, any other letter of agreement, or any past practice. The Agreement shall not be cited or used in any subsequent grievance, negotiation, or in any other forum except to enforce the terms of this Agreement.

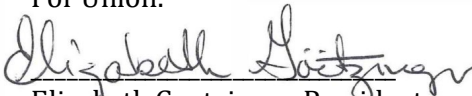
4. This Letter of Agreement shall expire on December 31, 2021 or when Employer and Union complete negotiations as part of a reopener on Article 24 in the existing Collective Bargaining Agreement, and shall not set precedent for any future action.

For Employer:

Elizabeth Arnott
Labor and Employee Relations Manager

Date

For Union:


Elizabeth Goetzinger, President
AFSCME Local 3580

June 14, 2021
Date


Christopher Johnson
Oregon AFSCME Council 75

June 14, 2021
Date

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Designates approval of member/employee training to supervisors instead of department directors.
- Clarifies certain training and education may be required for all employees.
- Acknowledges that racial equity and inclusion trainings are an important and necessary investment for Metro and AFSCME's commitment to provide equitable programming and a safe and inclusive workplace.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 27: Education and Training

Section 27.1 Training

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

27.2 Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Employer, they shall be notified in writing and shall be paid for the time as time worked. When a regular status employee requests job related training/education, the request shall be made in writing to the employee's Supervisor. Supervisors have the discretion to approve or deny the request.

27.3 Department Directors may agree to provide financial assistance and/or paid leave to employees who request to participate in job-related training/educational programs. Department Directors may deny requests based on, but not limited to, operating requirements, priorities or budget limitations.

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

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Outlined required standard equipment provided to the employee for remote work.
- Secured in-person workspace for employees who are unable to work remotely, but whose work could be conducted remotely.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 29: Flexible Schedules and Remote Work

Section 29.1 Individual Flexible Schedule Requests

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

Section 29.2 Work Group Flexible Schedule Request

An employee or a group of employees in the same work unit desiring a flexible work schedule or a change in work schedule may request such a change in writing from the employee's supervisor. Where an employee's request for an alternative schedule is denied, such denials shall be in writing with an explanation for the denial. The request shall include benefits to Employer of the requested schedule. If the Employer approves the flexible work schedule, the employees waives all rights to reporting pay, overtime compensation or other forms of penalty pay during the transition from one schedule to another to the maximum extent permitted by the FLSA.

Section 29.3 Special Flex Time Allowance

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

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

29.3.1 Waste Prevention and Environmental Services: An exempt employee assigned to complete a facility inspection or audit; investigation of an illegal dump site; or investigation of potential violators before or after regularly scheduled hours shall be allowed to take an equal amount of time off at a later date.

Section 29.4 Remote Work

Remote work is defined as any work arrangement that allows employees to work outside of their primary worksite, usually at home, on a regular basis, at least one day a week. Remote work can be routine, where the remote work is a regular and recurring part of the employee's work schedule, or

it can be temporary where the remote work is a short-term work arrangement with a specific term or duration. A department may permit remote work on a routine, or temporary/ ad hoc basis. Remote work arrangements will not impair the Employer's need to meet operating requirements. A remote work arrangement shall be mutually agreed to in writing between the supervisor and the employee.

Section 29.5 Remote Work equipment

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

Section 29.7 Employer provided workspace

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Incorporated language from existing letter of agreement that provides an additional \$1/hour differential for CDL certification.
- Required that employer pays all costs for training, certification and renewal of license.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 30: CDL Policy

Section 30.1 Applicable Drug and Alcohol Policies and CDL Licenses

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

Section 30.2 Employer Rights for CDL Determinations

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

Section 30.3 Voluntary CDL Licensure and Duties

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

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

Section 30.4 Classifications Requiring CDL

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

required by their job classification may be subject to disciplinary action.

Section 30.5 CDL License and Renewal Costs

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Clothing allowances for safety shoes, closed-toe shoes, pants and shorts were increased to keep up with costs.
- Employer will provide an allowance payment equal to the dollar amount identified within the Article 31 on August 1st of each year. Employees no longer have to submit receipts for reimbursement.
- More flexible language will allow employees to spend allowances on fewer or more items, and shoe allowance may be spent on items like boot repair and insoles.
- More inclusive language around uniform options that consider the sizing and other needs of various body types.
- New classifications receive clothing allowances: Traffic Control/Load Inspection Technician I/II.
- Additional clothing added for classifications working outdoors.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 31: Clothing Allowances

Section 31.1 Payment of Clothing Allowance

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

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

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

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

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

Employer will determine the style and color of the uniform; any changes to the style and color of the uniform and reasonable rules concerning the maintenance and wearing of the uniform shall be made at the discretion and direction of the site supervisor. Clothing options will consider fit, fabric and sizing for various body types. Requests to accommodate specific needs shall not be unreasonably denied. Changes in the uniform rules will be posted with due notice.

Normal wear and tear is expected and any uniforms that are damaged or suffer unusual wear due to the performance of on-the-job duties will, at the discretion and direction of the site supervisor, be replaced by the Employer. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time.

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

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

Section 31.2 Clothing: Waste Prevention and Environmental Services

A. Waste Prevention and Environmental Services Department (WPES)

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

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

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

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

Employer will provide the following uniform:

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

1. Scalehouse Technician, Lead Scalehouse Technician

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

2. Hazardous Waste Technician, Hazardous Waste Specialist

Landfill and Environmental Technician, Landfill and Environmental Specialist
Metro Paint Operations Technician, Metro Paint Operations Specialist

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

3. Traffic Control/Load Inspection Technician I/II

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

Employer will provide the following uniform:

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

B. WPES Waste Transfer Station Operations Staff

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

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

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

C. WPES Solid Waste Support Staff

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

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

D. WPES Construction Project Management and Engineering Staff

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

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

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

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

E. WPES Inspection Staff

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

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

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

Employer will provide the following uniform:

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

Section 31.3 Clothing: Parks and Nature

A. Parks and Nature Real Estate Staff

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

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

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

Employer will provide the following uniform:

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

B. Parks and Nature Science and Stewardship Staff

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

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

Employer will provide the following uniform:

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

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

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

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

Employer will provide the following uniform:

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

Section 31.4 Clothing: Oregon Zoo

A. Oregon Zoo Family Farm and Wildlife Live Show Staff

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

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

Employer will provide the following uniform:

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

B. Safety and Security

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

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

Employer will provide the following uniform every 12 months:

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

Employer will provide the following uniform every 24 months:

- One (1) general purpose hat
- One (1) waterproof brimmed hat (reimbursed up to \$50 every two years) One (1) jacket multi-

- season (replaced as needed due to wear and tear)
- One (1) waterproof rain jacket (replaced as needed due to wear and tear).

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

It will be the responsibility of each security officer to care for the equipment, to keep uniforms neat, clean, relatively wrinkle-free, and maintain good personal hygiene; all in keeping with the portrayal of a positive Employer representative.

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

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

Section 31.5 - Oregon Convention Center and Portland Expo Staff

A. Full-time employees:

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

Employer will provide the following uniform:

- Five (5) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter full-time employees shall receive up to six (6) items, shirts or pants, as needed.
- One (1) coat per contract.

B. Part-time employees:

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

Employer will provide the following uniform:

- Two (2) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter part-time employees shall receive up to three (3) items, shirts or pants, as needed.
- Employees who perform outside custodial duties shall be provided waterproof outside coat and coveralls to be used at work and stored on site; washed on-site, as needed.
- Employees who work outside will be provided safety and rain gear to be used at work and stored on site.
- One (1) coat per contract.

Section 31.6: Capital Asset Management

Employees in these classifications will receive the following:

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

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

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

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

Employer will provide the following uniform:

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

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

Union rights and worker protections

AFSCME Local 3580

Summary of contract changes for contract ratification

Contract term: July 1, 2021 through June 30, 2025



Summary of changes | AFSCME Contract TA for 2021-2025 contract

- More positions at Metro will now have union rights and be represented by AFSCME Local 3580.
- Added in language to include positions at OCC, Expo and Portland's won in a December 2019 grievance.
- Clarified that any positions at OCC, Expo and Portland's that are doing comparable work in an AFSCME position elsewhere at Metro will be AFSCME represented.
- Variable hour status Traffic Control I and II, MetroPaint Operations Technician, and Program Assistant I in the Recycling Information Center now have union representation.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract.

Article 2: Recognition

Section 2.1

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

- Variable hour status employees in these classifications:
 - Program Assistant[s] 1 at the Zoo and Recycling Information Center,
 - Hazardous Waste Technicians
 - Safety/Security Officers
 - Scalehouse Technicians
 - Traffic Control/Load Inspectors I and
 - Metro Paint Operations Technicians, and
 - Administrative Specialists I at Oregon Convention Center and Portland Expo Center;
- All full-time or part-time personnel at the Oregon Convention Center, Portland Expo Center and Portland's Centers for the Arts that are listed in pay schedules for AFSCME represented positions at the time of contract ratification. But excluding:
- Other variable hour employees, supervisors, confidential employees as defined under ORS 243.650(6) and (23),
- Employees represented by other unions,
- Employees assigned to the Office of the Chief Operating Officer and Council Office.

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

- Regular Status Employee: An employee who is in a budgeted FTE position which is not designated limited duration and has passed the initial probationary period in effect at the time of the employee's appointment or hire, and has been employed by the Employer in such status continuously since passing the probationary period.
- Limited Duration Status Employee: An employee who is in a budgeted FTE position and has passed the initial probationary period; and is serving in a limited duration position for a duration not less than three months. Employees hired into a limited duration position serve a probationary period and are governed under the same terms of the contract as regular status employees unless otherwise specified in this agreement.

Section 2.2

Variable hour employees are not included in the bargaining unit except as stated in Section 2.1. Variable hour employees shall be defined as those employees working less than one thousand forty

(1040) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Variable hour employees represented by the union as stated in section 2.1 shall be limited to working less than one thousand forty (1,040) hours per fiscal year.

Variable hour employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees, or in a manner that circumvents the appropriate establishment of regular or limited duration status positions but may be used during bona fide recruitment of regular or limited duration status employees, leaves, or short-term non-recurring work operations.

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Clarified rights to meet with new employees on paid time for union orientation.
- Fought off restrictions on what could be posted on union bulletin boards.
- Clarified union access to meeting rooms and facilities.
- Formally secured use of in-house mail system, on-site storage and Metro email.
- Secured release time (work hours that are allowed for union work) for union-represented employees. These hours may be used for union trainings and events, and, at times, will be paid (instead of requiring employees to use leave). The union will reimburse Metro for all wage and benefit costs for paid leave.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 4: Union Security

Section 4.1 Membership

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

Section 4.2 Holder of Record

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

Section 4.3 Dues Checkoff

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

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

4.3.1 PEOPLE and Other Deductions

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

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

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

Section 4.4 Timely Deductions

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

Section 4.5 Quarterly Reconciliation Report

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

Section 4.6 Bulletin Boards

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

Metro Regional Center: Six (6) locations to be determined upon mutual agreement between Employer and the Union.

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

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

Section 4.7 Union Access and Representatives

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

stewards to Employer and regularly provide a list of these designated representatives to the Employer.

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

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

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

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

4.8.1 Email communications

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

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

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

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

4.8.2 In house mail system

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

4.8.3 Storage

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

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

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

4.9 Notification and Reporting of Employee Information

4.9.1 New Employee, Contact Information and Employment Status Change

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

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

4.9.2 Variable hour employee reporting

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

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

4.9.3 Demographic Information

Upon request, the Employer will electronically provide, demographic information of employees in the Union's bargaining unit collected by the Employer, including but not limited to: age, gender,

and race. Such information of non-bargaining unit employers must be requested through Employer's record request process.

4.10 New Employee Union Orientation

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

Section 4.11 Negotiations

For successor contract negotiations, management will pay a combined total of up to 360 hours of bargaining time in regular wages, on scheduled work days, for those current AFSCME 3580 employees who serve on the Union bargaining team. Additional paid time may be granted by mutual agreement of the parties. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining. The parties recognize that bargaining may occur outside of scheduled work hours. Designated representatives who attend a bargaining session outside of scheduled work hours shall be permitted to flex their work hours on the day of the bargaining session in order to attend the bargaining session on paid work time. Bargaining time shall include time spent in preparation for bargaining, at the bargaining table, and in caucus.

Section 4.12 Indemnification

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

Section 4.13 Union Activities

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

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

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

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

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

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

4.13 Release Time

4.13.1 Unpaid Release Time

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

4.13.2 Temporary Employment with the Union

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

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

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

4.13.3 Reimbursed Release Time

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

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

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

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

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

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Added language clarifying just cause.
- Requires that the union will receive notification when an AFSCME represented position receives an investigatory notice.
- Added language defining progressive discipline and different levels of discipline.
- Letters of expectation no longer considered part of personnel file.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 17: Discipline and Discharge

Section 17.1 Just Cause

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

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

Section 17.2 Investigations

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

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

Section 17.3 Union Representation

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

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

Section 17.4 Discipline

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

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

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

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

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

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

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

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

Section 17.5 Discharge Appeal Process

Any employee as defined in section 17.1 who is discharged may appeal such action in writing within fourteen (14) calendar days directly to step 3 of the grievance procedure, provided that all other requirements of Article 19 shall apply. In the case of discharge of an employee as defined in section 17.1, the union shall be copied on the discharge notice, subject to the provisions in Section 17.3. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.6 Respectful Treatment

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

Section 17.7 Union Notification of Disciplinary Action

When an employee exercises their representation rights and involves a Union Steward in the due process meeting, the Union shall be sent a copy of any disciplinary action issued to the employee including verbal reprimand, written reprimand, suspension, transfer, demotion, or termination from employment.

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Adds in language related to automation of bargaining unit work (where technology replaces worker tasks), which requires the employer to notify the union if automation will impact staffing levels. Provides the union the opportunity to provide alternate options and clarifies the union's right to bargain impacts of decision.
- Outlines a process for impacted employees who get displaced by contracting out or automation to allow for placement into other positions in organizations.
- Requires Metro to provide a report of contracted professional services to the union every three months.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 26: Contracting Out

26.1 Contracting Out of Bargaining Unit Work

In the event the Employer decides to contract out work normally performed by bargaining unit members which would result in a reduction of hours, or the layoff of bargaining unit members, the Employer shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision in accordance with the expedited bargaining process (ORS 243.698). No language in this article shall be construed as a forfeiture of rights under the Public Employee Collective Bargaining Act (ORS 243).

26.2 Automation of Bargaining Unit Work

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

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

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

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

26.3 Effect on Displaced Employees

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

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

26.4 Contracted Work Reporting

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

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

Other changes

AFSCME Local 3580

Summary of contract changes for contract ratification

Contract term: July 1, 2021 through June 30, 2025



Summary of changes | AFSCME Contract TA for 2021-2025 contract

Added: *Expression* added to gender identity, *genetic information* and *political affiliation* added.

Removed: *Juvenile* removed from *criminal record that has been expunged*.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 1: Preamble

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

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

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

This Agreement shall apply equally to all employees in the bargaining unit without regard to race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity or expression, sexual orientation, veteran status, disability, political affiliation, genetic information, criminal record that has been expunged, or any other status protected by law, or union activity.

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

Updated department name for WPES, added in Portland's 5 Centers for the Arts.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 18: Safety and Health

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

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

1. Metro Regional Center
2. Oregon Zoo
3. All facilities under Waste Prevention and Environmental Services control
4. All facilities under Parks and Nature Department control
5. Oregon Convention Center
6. Portland Expo Center
7. Portland's 5 Centers for the Arts

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

Each safety committee shall inquire into and make recommendations to the employer on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to the employee's supervisor and safety committee representative for their respective workgroup.

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

- Clarified that Human resources staff receive copies of grievances when they are filed with management (standing practice).
- Removed language requiring Union copy of investigatory notices (this language was and continues to be in Article 17 Discipline and Discharge).

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 19: Grievance Procedure

Section 19.1 Grievance Defined

A grievance for the purpose of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:

Section 19.2 Level I: Supervisor

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

The Union may choose to skip Level I and submit a grievance directly to the Department Director in matters where the Department Director made the decision that resulted in the grievance. The Human Resources Department shall simultaneously receive a copy of the grievance.

Section 19.3 Level II: Director

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

The Union may choose to skip Level I and II and submit a grievance directly to the COO in matters where the COO made the decision that resulted in the grievance. The Human Resources Department shall simultaneously receive a copy of the grievance.

Section 19.4 Level III: Chief Operating Officer (COO)

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

Section 19.5 Arbitration

In order to advance the grievance the Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service within 30 days of stating their intent to advance the grievance. Upon receipt of the list of arbitrators, the parties will strike names within fourteen (14) calendar days. The parties will make best efforts to schedule arbitration within three (3) months of selecting an arbitrator. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties. Upon receipt of the list, the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.6 Arbitrator's Decision

The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement, The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

Section 19.7 Deadline Extension

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

Added: *Expression* added to gender identity, *genetic information* and *political affiliation* added. Reference to Safe and Inclusive Workplace policies added.

Changed: Unlawful conduct complaints submitted to Human resources department instead of COO (this has been the practice for several years. Unlawful conduct complaints based on Union activity submitted to Metro COO.

Removed: *Juvenile* removed from *criminal record that has been expunged*.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 20: Equal Opportunity

Section 20.1

Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity or expression, sexual orientation, veteran status, disability, political affiliation, genetic information, criminal record that has been expunged, Union activity or any other status protected by law, and in full accordance with Employer's Safe and Inclusive Workplace policies.

Section 20.2

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

Section 20.3

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

Updated bullet two below from *Create an inability to perform employee's job duties*.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 23: Outside Employment

Employees may engage in outside employment, provided that such outside employment does not:

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

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

No AFSCME members are currently in a job-share agreement and this article was considered outdated and no longer needed by both parties. Removal of this article does not change the ability for positions to be part time.

Article 28: Job sharing

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

Summary of changes | AFSCME Contract TA for 2021-2025 contract

Updated language with new dates of contract.

No deletion/removal of language resulting in loss of rights, benefits or working conditions from 2017-20 contract

Article 36: Term of Agreement

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