



## 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.

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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 wage adjustment chart for the listing of classifications and pay range changes on page 8.

#### 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

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*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.

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### **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.

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## **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.

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### **“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.

## From Article 15, 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	13	\$25.79 - \$34.57
0045	15	\$28.44 - \$38.14	Facilities Maintenance Specialist	16	\$29.86 - \$40.04	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
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



<b>Job Code</b>	<b>Current pay range</b>		<b>Classification</b>	<b>New pay range July 1, 2021</b>		<b>New pay range July 1, 2022</b>	
6024	13	\$25.79 - \$34.57	Program Assistant III	14	\$29.86 - \$40.04	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			<i>Event Custodians: 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

