

MEMBER FAQ

2017-20 COLLECTIVE BARGAINING AGREEMENT FOR METRO - AFSCME LOCAL 3580

Last updated: April 2, 2020

During this difficult time for our members and our community at Metro, AFSCME Local 3580 member leaders are committed to supporting our members.

It is important to understand our union's role in supporting members during a layoff:

- providing information on contract interpretation including member leaders and stewards to answer questions;
- oversight in management's administration of the layoff, application of seniority and bumping elections to ensure terms of the contract under Article 16 are followed;
- oversight of management's maintenance of seniority lists and recall lists to return to work and;
- advocacy to address favoritism, retaliation bias and discrimination; and
- while we cannot provide recommendations or advice on what to do (Should I bump someone? Should I accept layoff?) we will make sure to be available for questions, clarify contract language and provide a supportive, confidential space to listen and clarify and inform where we are able.

Metro's role in administering the layoff, bumping and recall rights includes:

- providing employees with seniority and bumping elections including seniority dates, identification of qualifying position(s), work location, department, supervisor and job duties;
- administering timelines for management's acceptance of bumping elections;
- providing accurate and timely information to employees.

Why isn't our union distributing the seniority list?

We are trying to be sensitive to both employees that were laid off and newer employees that have less seniority. We believe that the best place for a person to receive information on what position they can move to is through Metro Human Resources. We are coordinating with management on this process to ensure accurate and timely information. We believe distributing the entire seniority list at this time will be harmful to impacted employees and those with lesser seniority. Distribution by our union, our members and Metro needs to be done with great care.

Questions, issues and concerns?

Layoff rights, seniority and recall rights: Laura Garlie and Lori Baumann.

Fair treatment, disrespectful treatment: Rob Nathan and Angela Houck

CURRENT LANGUAGE, including *Review notes and clarifications*.

2017-20 COLLECTIVE BARGAINING AGREEMENT FOR METRO - AFSCME LOCAL 350

Article 16 of our current CBA (contract) contains relevant information on layoff definition, seniority rights, election of rights during layoff and rights of recall to return to your position. A summary of the article contents is below. A full copy of Article 16 included at the end of this document.

Notes to provide clarification of language and relevance to current situation are in blue, italics.

ARTICLE 16 SENIORITY

Section 16.1

Seniority shall be computed from date of hire or entry into an AFSCME classification. Seniority shall be calculated based on continuous service in any AFSCME classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service and employees shall continue to accrue seniority during these leaves. Employer shall publish and distribute to the union semi-annually and thirty (30) days prior to any layoff a seniority list for all employees.

For full-time Utility Maintenance Specialists at the Portland Expo Center, the above definitions and applications of seniority shall apply, except that continuous service shall include employment with Multnomah County accomplished in accordance with the law.

Seniority shall be applied for layoff, shift bidding and elsewhere as specified in this Agreement. In cases in which an employee in a represented class applies for, accepts, and serves time in another represented AFSCME classification, and then voluntarily returns to the originally held class, seniority for the purposes of shift bidding shall be calculated as the total time from the original appointment to the date of the shift bid, less the time served in the second class.

Section 16.2 Multiple Shifts

Where the employer employs multiple shift operations, such employees shall have the right to choose appropriate shifts twice annually, with the duration of such bids set upon the initial posting for both bid periods. Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons. The parties hereby agree that the shift bidding process specified in this Section 16.2 will be implemented in the following manner:

Section 16.2.1 Shift Bidding at Oregon Zoo

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

Section 16.2.2 Shift Bidding at Oregon Convention Center and Portland Expo Center

Except for part-time Event Custodians at the Oregon Convention Center and Utility Maintenance Specialists at Portland Expo Center, employees shall bid for work shifts established by the Employer under the following conditions:

1. Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st.
1. When shifts and days off are bid, the employee shall identify in writing to their immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 16 (Seniority), except as stated in subsection (a) above.
2. A newly hired employee on initial probation shall be placed on shifts according to operational and training requirements. Following three (3) months of continuous service the employee will be allowed to shift bid at the next shift bid opportunity.

Shifts will be posted for bidding by October 15 or April 15, as appropriate. Shift bids will be completed by December 1 or June 1 as appropriate. An employee who does not sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. The Chief Steward or designee, and the Director of Operations/Operations Manager, or designee, will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Chief Steward, or designee, and the Director of Operations/Operations Manager, or designee, do not agree, the Director of Operations/Operations Manager, or designee, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift bidding cycle will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December 1 or June 1, the Director of Operations/Operations Manager or designee has authority to assign them to an available shift.

Section 16.3 Assignment of Overtime at Oregon Convention Center and Portland Expo Center

It shall be the responsibility of Management to determine in each instance if overtime work is required, and if so, how many employees will be required to perform work.

All overtime work shall normally be distributed to the employees who work in the job classifications in the areas which normally engage in the work based upon seniority, under the following guidelines:

1. Scheduled overtime shall first be offered to the most senior employee when overtime is required, and shall proceed in an order of descending seniority until the shifts are filled.
2. Unscheduled overtime shall be offered to on-shift employees based upon seniority and shall proceed in an order of descending seniority until the shifts are filled.
3. Mandatory overtime shall be assigned to the least senior, on-shift employees until the required shifts are filled. The employer will make every effort to give the employee as much notice as reasonably possible of the mandatory overtime. Additionally, no employee will be required to work involuntarily more than fourteen (14) consecutive days.

Section 16.4 Layoff

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees or an involuntary reduction of full time equivalent (FTE) status of .5 or greater from the last voluntary FTE status change. The Chief Operating Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probationary employees within the classification selected for layoff shall be laid off prior to any layoff of regular status employees. When the employer determines a layoff will be necessary, the employer will notify the Union prior to notifying the employee.

PURPOSE: Defines the intention of the separation (ie. not disciplinary, involuntary, etc.) and the process management follows to determine the list of employees impacted. Includes reduction of hours greater than 0.5 FTE or a change greater than 0.5 FTE from the last voluntary FTE status change.

Lay off applies to regular status, part-time and full-time employees. Temporary status employees received a notification that no shifts were available.

- *The Metro COO will determine the number and classifications to be laid off.*
- *All temporary, seasonal, and probationary employees within the classification selected for layoff shall be laid off prior to any layoff of regular status employees.*
- *When the employer determines a layoff will be necessary, the employer will notify the Union prior to notifying the employee.*

Section 16.5 Seniority in Layoff

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

1. If two (2) or more employees have equal seniority, per Section 16.1, the tie shall be broken as follows, with most credit given to:
 1. Length of continuous service with Employer
 2. Length of continuous service in the job classification
 3. Coin toss
2. All impacted employees, at least one union representative and one Human Resources representative shall be present at the time of the coin toss.
3. A union officer or business representative shall toss the coin unless another person is designated by mutual consent of the parties.
4. The coin shall be tossed in as many rounds as needed to narrow the selection of employees.
 1. Heads shall indicate more seniority, tails shall indicate less.
 - ii) The coin shall be tossed for each employee individually to determine the level of seniority.
 - b. Part-time Employee: Seniority shall be calculated the same as a full-time employee.
 - c. Job-Share: Seniority shall be calculated respective of each job share participant. Should the least senior employee in a job share position be laid off, the remaining job share partner shall be treated as a part-time employee.
 - d. Limited Duration: Employees newly hired into limited duration AFSCME positions shall not be entitled to any layoff or seniority rights under this agreement until they have been employed continuously for three (3) years in the limited duration position. At that time they will receive seniority back to their hire date into the limited duration position they currently hold. If a regular AFSCME employee transitions to a limited duration position without a break in service from the regular status AFSCME position,

the employee shall have layoff and seniority rights to the employee's former regular status AFSCME classification based on the employee's seniority in that classification.

- *Employees will be laid off by classification within the department with the least senior employees laid off first.*
- *If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:*
 1. *Length of continuous service with Employer*
 2. *Length of continuous service in the job classification*
 3. *Coin toss (rules are listed for coin toss)*
- *Part-time Employee: Seniority shall be calculated the same as a full-time employee.*

Inserted to provide clarification:

Temporary status employees currently do not have seniority recognized, AFSCME is negotiating rights to recall for this group to return to the temporary status of their current classification and will assert hire date is date of seniority.

Recently organized employees from P'5, Expo and OCC: the LOA to resolve the grievance we filed to recognize your positions as part of our unit defined two items related: date of seniority into the unit was Jan. 13, 2020, but seniority terms would be negotiated as part of successor negotiations which were scheduled pre-pandemic for January through May 2020, new contract beginning July 1, 2020.

Section 16.6 Notice of Layoff and Potential Bumping

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

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

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

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

Employees shall be given a thirty (30) day notice of layoff.

Inserted to provide clarification: Temporary status employees received a notification that no shifts were available and therefore not 30 day notice.

16.7 Recall List

All employees on the layoff list shall have the right to be recalled to a vacant position, in order of seniority, in the same classification they were in when laid off for a period of three (3) years. The recalled employee will be considered to be qualified and offered the vacant position unless there is a distinct difference in the essential functions and required knowledge, skills and abilities of the vacant position. In those situations, the employee will be provided an interview and given an opportunity to demonstrate their qualifications and knowledge/skills/abilities to successfully perform the job. Should the supervisor determine that the employee does not possess the qualifications and knowledge/skills/abilities for the vacant position, the supervisor may elect to conduct a recruitment for the position and not recall the laid off employee to the vacant position. Should an employee be offered a recall to the same classification from which

they were laid off and the employee declines the offer, the employee shall be removed from the recall list. An employee impacted by an involuntary reduction of full time equivalent (FTE) status of .25 or greater from their last voluntary FTE status change can elect to be placed on the recall list in order of seniority for a period not to exceed two years.

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

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

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

On re-employment of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to their last known address. The employee shall have five (5) calendar days to report their intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer or as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

Recall List (Section 16.7)

- *All employees on the layoff list shall have the right to be recalled to a vacant position, in order of seniority, in the same classification they were in when laid off for a period of three (3) years.*
- *The recalled employee will be considered to be qualified and offered the vacant position unless there is a distinct difference in the essential functions and required knowledge, skills and abilities of the vacant position.*
- *An employee impacted by an involuntary reduction of full time equivalent (FTE) status of .25 or greater can elect to be placed on the recall list in order of seniority for a period not to exceed two (2) years.*

- *If recalled to the former position, the employee will return to the same range and step as when laid off.*
- *The recalled employee will have a new anniversary date for purposes of step increases.*
- *If an employee is recalled to a different or lower classification and is successful in demonstrating their qualification, the employee will serve a three-month probation period.*
- *Upon recall to any position in Metro, the employee will be immediately reinstated to the rate of vacation and other leave accruals as what they were at time of layoff.*
- *On re-employment of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to the employees last known address. The employee shall have five (5) calendar days to report their intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer.*
- *Failure to accept recall to work will terminate any rights for re-employment.*

16.8 Rights of Return

Employees who move to another position after being notified of the elimination of their previous position shall have the right to return to their previous position if the position is either 1) not eliminated or 2) restored for any reason within the three (3) years immediately following the employee's move to the new position.

All contractual rights under this agreement and seniority time shall be forfeited if an employee resigns, is terminated, retires, or does not return to work from a leave of absence, or is on a layoff list for more than three (3) years.

Rights of Return (Section 16.8)

Employees who move to another position after being notified of the elimination of their previous position shall have the right to return to their previous position if the position is either 1) not eliminated or 2) restored for any reason within the three (3) years immediately following the employee's move to the new position.

16.9 Temporary assignment to a supervisory or management position

An employee who accepts a temporary assignment to a supervisory or management position will have seniority suspended while serving in that role as of date of last day worked in a represented position. For purpose of this article only, temporary assignment is defined as a period not to exceed six (6) months, and may be extended once by an additional six (6) months. During this time, the employee will not pay union dues or be considered eligible for union representation.

