

# **Collective Bargaining Agreement**

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**Between Metro and Laborers' International Union  
of North America, Local 483**

**July 1, 2023 – June 30, 2027**

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METRO AND LABORER’S INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 483

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AGREEMENT between  
METRO and the LABORERS' INTERNATIONAL UNION of NORTH AMERICA,  
LOCAL NO. 483

THIS AGREEMENT, made and entered into by and between METRO, Portland, Oregon, its successors and assigns, hereinafter called the "Employer," and LABORERS' INTERNATIONAL UNION of NORTH AMERICA, LOCAL NO. 483, hereinafter called the "Union."

**PREAMBLE:**

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, political affiliation, disability for which a reasonable accommodation can be made, or any other status protected by law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

**1. RECOGNITION:**

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all members of the Bargaining Unit, as identified in the wage schedules for LiUNA represented employees and employed by the Employer at the Oregon Zoo and Parks and Nature, excluding confidential employees, supervisory employees including first line supervisors, administrative employees, employees whose primary duties consist of security or guard functions.
- 1.2 No supervisor shall perform any of the work covered under this Agreement, except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer, which the Employer could not anticipate, including but not limited to:
  - (a) Unanticipated situations where Bargaining Unit employees were contacted, but were not available for work, or:
  - (b) The Employer has made an unsuccessful attempt to contact Bargaining Unit employees at their current home number as listed with the Employer.

Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by Bargaining Unit employees. A supervisor may use tools or equipment and perform work when the objective is to show, explain or train employees in the proper performance of their work assignments.

- 1.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:
  - 1.3.1 In cases of emergency as defined in paragraph 1.2.

- 1.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.
- 1.3.3 To reacquaint themselves with methods and routines, to maintain knowledge, skills and abilities, expertise or certification, or an understanding of the work provided, as long as the work done does not replace a regular employee of the Bargaining Unit.
- 1.4 Except as provided in this Article, work performed by classifications covered by this Agreement shall be performed at rates and conditions herein established. Any work, which is performed by bargaining unit employees shall not be contracted out until Employer indicates that the contracting out will result in reduced costs. When contracting out work is being considered, Employer shall withhold taking such action to provide the Union a reasonable opportunity for discussion of this matter, including alternative methods of performing the work. Employer will provide all available cost comparison data to the Union based on uniform specifications. However, except for union contractors, available cost comparisons must include wage, health, welfare and pension costs equivalent to those contained in this agreement. The foregoing cost comparisons shall not apply to existing contracts and practices, including those that may be renewed. This does not, however, restrict the Employer from contracting out work previously subcontracted.
- 1.5 DEFINITIONS:
  - 1.5.1 REGULAR EMPLOYEE:

Any employee who has completed the probationary period and works forty hours per week in a budget approved position, on a yearly basis in a job classification contained in the LIUNA Local 483 wage schedule.
  - 1.5.2 REGULAR PART-TIME EMPLOYEE:

Any employee who has completed the probationary period and works in a budget approved position in which the scheduled hours of work are less than forty hours per week but at least more than twenty hours per week and who work in a job classification contained in the LIUNA Local 483 wage schedule, and such employment re-occurs each year.
  - 1.5.3 VARIABLE HOUR EMPLOYEE:

Any non-regular status employee, whose period of employment will last no longer than 1040 hours in a fiscal year into a LIUNA variable hour position and is further defined in Schedule B.
  - 1.5.4 SEASONAL PARK WORKERS:

Seasonal Park Workers are a type of Variable Hour Employee and shall work no more than 1,200 hours in a fiscal year.

### 1.5.5 LIMITED DURATION EMPLOYEE:

An employee who is serving in a limited duration position as designated by management for a duration not less than three (3) 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. Limited duration positions must be for a defined period of time and must be tied to a specific project and/or temporary funding source.

Upon employment, all limited duration employees will be informed of the date at which their limited duration position is anticipated to end. Employees will be promptly informed when the ending date of their limited duration position is extended or if it will be ended prior to the anticipated end date. The Union will receive notice when a limited duration position is hired.

Employees newly hired into limited duration LiUNA positions shall not be entitled to any layoff or seniority rights under this agreement until they have been employed continuously for one year in the limited duration position. At that time they will receive seniority back to their hire date in the classification they currently hold. If a regular LiUNA employee transitions to a limited duration position with a break in service of thirty days or less, the employee shall have layoff and seniority rights to the employee's former regular status LiUNA classification based on the employee's seniority in that classification.

It is not the employer's intent to fill current regular status positions with limited duration positions. Limited duration 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 status positions.

## 2. MANAGEMENT RIGHTS:

The Employer shall have and retain sole responsibility for the management and operation of the Zoo and Parks direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms of this Agreement. These rights include but are not limited to the following, and shall be consistent with other provisions of this contract:

- (1) Determination of Employer's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Employer;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;

- (4) Hiring and assigning or transferring employees within or between departments;
- (5) To promote, suspend, discipline or discharge;
- (6) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- (7) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement;
- (8) To introduce new or improved methods, equipment or facilities;
- (9) To complete performance evaluations of employees as required; and
- (10) To classify, reclassify or merge positions as required.

Nothing in this clause is intended to supersede any right to negotiate mandatory subjects of collective bargaining as outlined in State or Federal law.

### **3. MAINTENANCE OF STANDARDS:**

The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions directly related to job performance shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety calendar days from the date of error. Any disagreement between the local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

### **4. CLASSIFICATIONS:**

- 4.1 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Employer and available for inspection. Before classifying a newly created position or reclassifying or merging an existing position or positions, the Employer shall notify the Union and discuss the effect thereof.
- 4.2 Whenever the Employer creates a new classification which comes under the jurisdiction of the Union, or modifies the job duties of existing classifications, to trigger bargaining obligations under ORS 243.698, the Employer and the Union shall meet immediately to

negotiate a wage scale as a result of such changes. Simultaneously, the Employer will implement a wage scale for a new or substantially revised classification which will remain in effect subject to negotiations between the Employer and the Union. If negotiations result in an increase to the wage scale, the increase shall be effective back to the date the new or revised classification was implemented. If agreement is not reached, final wage scale determination will be made by a three-person panel consisting of one Employer selected representative; one Union selected representative, and one neutral party to be selected by mutual agreement between the Employer and the Union.

## **5. VARIABLE HOUR EMPLOYEES:**

Details of provisions of this collective bargaining agreement which apply to Variable Hour and Seasonal employees can be found in schedule B.

### **5.1 SCOPE OF VARIABLE HOUR EMPLOYMENT:**

5.1.1 A variable hour employee shall be defined as an employee hired for the purpose of meeting emergency, non-recurring or short-term workload needs, or to replace an employee during an approved leave period. Seasonal employees are employees hired in the Seasonal Park Worker classification.

5.1.2 Employees hired to fill variable hour positions shall be notified by the Employer, upon hiring, that the employee will be employed in the variable hour position for no more than 1040 hours per fiscal year. Seasonal employees shall work no more than 1,200 hours in a fiscal year.

5.1.3 It is not the Employer's intention to replace regular employees with variable hour or seasonal employees.

### **5.2 MEETING – USE OF VARIABLE HOUR AND SEASONAL STAFF**

On July 1 of each year, Employer will provide the Union with a report of all hours performed by variable hour and seasonal employees disaggregated by job classification and work area. The Union and Employer will meet annually, upon request by the Union, to discuss the use of variable hour and seasonal classifications. This meeting may occur as part of a regularly scheduled Joint Labor Management Committee meeting.

## **6. EQUAL OPPORTUNITY AND NON-DISCRIMINATION:**

6.1 The Employer and the Union agree to jointly share responsibility of enforcement for not 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, whistleblower status, 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.

The Union's responsibility of enforcement shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

- 6.2 Any complaint alleging 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 shall be submitted directly to the Employer's Human Resource Department or the online Prohibited Conduct Complaint form.
- 6.3 If such a complaint is not satisfactorily resolved within thirty days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.
- 6.4 If an employee has a grievance alleging discrimination based on Union activity, it shall be first pursued through the grievance procedure of the Chief Operating Officers' level; however, the parties may mutually agree, in writing, to waive arbitration on any such grievance to allow the matter to be resolved through the State of Oregon Employment Relations Board.

**7. UNION SECURITY, MEMBERSHIP, AND REPRESENTATION:**

**7.1 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.

**7.2 HOLDER OF RECORD**

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

**7.3 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 Laborers' Local 483. The Employer agrees to remit the aggregate deductions together with an itemized statement to Laborers' Local 483 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 delineated or space delineated 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.

#### 7.4 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.

#### 7.5 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.

#### 7.6 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 Laborers' Local 483 posting area. Employer and Union will work together to provide bulletin boards at any new work locations.

#### 7.7 UNION ACCESS AND REPRESENTATIVES

The Employer agrees that representatives of the Union, whether Field representatives, District 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.

## 7.8 IN-HOUSE MAIL SYSTEM AND EMAIL COMMUNICATION

### 7.8.1 EMAIL COMMUNICATIONS

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

Notifying Laborers' Local 483 represented employees of meetings and scheduling meetings (date, time, place and agenda); and

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

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

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

### 7.8.2 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 nonreusable supplies are used.

## 7.9 NOTIFICATION AND REPORTING OF EMPLOYEE INFORMATION

### 7.9.1 NEW EMPLOYEE, CONTACT INFORMATION AND EMPLOYMENT STATUS CHANGE

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

- Employee name;
- Employee identification number;
- Worksite and Department;
- Date of hire;

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

#### 7.9.2 VARIABLE HOUR EMPLOYEE REPORTING

By the first (1<sup>st</sup>) workday of each month, Employer shall provide the Union a report(s) containing the following information:

- A report containing any variable hour employees who have newly begun working within the last month.
- 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.
- A reporting of total hours worked within that fiscal year for all non-represented Laborers' Local 483 classifications working in a variable hour status that includes Employee name, Employee identification number, classification and worksite or department.

#### 7.9.3 DEMOGRAPHIC INFORMATION

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

#### 7.10 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 workday within ninety (90) days. The meeting will not cause the employee to neglect their work or interfere with building activities or events in progress.

#### 7.11 NEGOTIATIONS

For successor contract negotiations, management will pay a combined total of up to one thousand (1,000) hours in regular wages, on scheduled workdays, for those current LiUNA Local 483 employees who the engage in Union bargaining. 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. Payment under Section 7.11 shall include time spent in preparation for bargaining, at the bargaining table, and in caucus.

#### 7.12 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.

#### 7.13 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 prior notice to the immediate supervisor 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 7 will record time spent on activities in the Employer's electronic timekeeping system.

## 7.14 UNION RELEASE TIME

### 7.14.1 UNPAID UNION 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 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.

### 7.14.2 UNION-PAID UNION RELEASE TIME

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.

There shall be no more than one (1) employee on temporary employment with the Union at any given time, unless mutually agreed upon in writing by the Parties.

### 7.14.3 REIMBURSED UNION RELEASE TIME

Employees granted such leave shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the Employer for all wage and

wage-driven benefit costs associated with this time. Should the wage-driven benefits cost change, the Employer will provide written documentation of the change to the Union. All Union Leave, Union Paid time will be counted as hours worked for FMLA/OFLA calculation. Such paid leave shall be counted in the calculation of eligibility for Employer-paid health benefits as provided in Article 19.

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) Union release time activities under 7.14.1, or
- b) an approved absence for temporary employment with the Union under 7.14.2. and/or
- c) other release time approved by the Employer.

The Union will provide the Employee's Supervisor and Employer's Human Resources designee with a written request for Union release time to be used by the Union designee and shall include employee name, date(s), and number of Union release time hours. Written requests for Union release time under Section 7.14.1 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 Union release time. Within thirty (30) days of receipt of this report, the Union will reimburse the Employer and the Employer must deposit the payment within thirty (30) 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 Union 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 Union release time period.

During Union release time as defined in Sections 7.14.1 and 7.14.2, the employee shall not be eligible for Employer's workers' compensation benefits arising out of an injury or illness occurring during Union 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 five percent of the employee's total salary.

## 8. WAGES:

8.1 Wages shall be paid in accordance with the provisions of the LIUNA Local 483 Wage Schedule attached hereto, as follows:

- (a) Effective upon ratification but no earlier than the pay period that includes July 1, 2023, the pay schedule will reflect a cost-of-living increase of 8%.

Positions identified in Schedule C as target market rate increases will not receive the COLA for this year.

Effective upon ratification but no earlier than the pay period that includes July 1, 2024, the pay schedule will reflect a cost-of-living increase of 4%.

Effective upon ratification but no earlier than the pay period that includes July 1, 2025, the pay schedule will reflect a cost-of-living increase of 3%.

Effective upon ratification but no earlier than the pay period that includes July 1, 2026, the pay schedule will reflect a cost-of-living increase of 3%.

- (b) Effective upon ratification but no earlier than pay period that includes July 1, 2023, the employer shall provide one-time market rate adjustments, as identified in the attached Schedule C Targeted Market Rate Adjustment wage schedule.

Regular employees in classifications with an adjustment listed in Schedule C Targeted Market Rate Adjustment Wage schedule shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one step increase.

July 1st shall become the anniversary date for the purpose of step advancement for all active regular 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 1 Recognition.

The one-time market rate adjustment shall also apply to New Hires, Variable Hour Employees, and Seasonal Park Workers, as outlined in the attached Wage Schedules. Wages for Variable Hour and Seasonal Employees will be capped at Step 1.

- (c) Those employees whose wage exceeds the top of the range of the wage schedule for their classification shall be red-circled and will not be entitled to the cost-of-living adjustment (COLA) until such time as the top of the range for their classification increases to be at or above their wage level.

Those employees in the Laborer classification will receive an additional \$1.00 per hour when performing work requiring electrical splicing or assembly or boom lift operations.

Wages listed in the LIUNA Local 483 Wage Schedule shall be considered minimum wages. Employer may pay wages in excess of those listed, implement a bonus or incentive program and/or otherwise compensate employees at the sole discretion of Employer.

- 8.2 Payday shall be biweekly. Payday shall be within ten (10) calendar days of the close of each pay period.

The Employer shall account to the employee on their paycheck stub for overtime hours, straight time hours, and vacation and sick time earned and accumulated in the same manner such accounting is made to all other Employer employees.

Employees clocking in or out prior to or after the scheduled reporting or end time shall be paid as of the nearest one-quarter of an hour.

- 8.3 WAGE REOPENER:

In the event that the CPI-W Class A West Coast reaches 5%, Employer and LiUNA Local 483 will reopen Article 8 to adjust COLA for that year.

## **9. HOURS OF WORK:**

### 9.1 WORK WEEK

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 times or days off will be given prior to the end of the workweek before the workweek in which the change becomes effective, and such change will be effective for not less than one (1) workweek.

- 9.2 An Employee may waive their right to two (2) consecutive days off for the purposes of trading a scheduled workday provided that: employees are qualified, no overtime payment is required, and their supervisor approves the trade.

- 9.3 The Employer and the Union may, by mutual agreement, initiate a workweek consisting of four (4) ten-hour days. Overtime rates will be paid for all hours over ten (10) hours worked in any one day.

### 9.4 BREAKS

Meals and rest periods shall be provided in accordance with state law. Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period every four (4) hours worked or major part thereof.

- 9.5 Unpaid Lunch periods of thirty (30) minutes shall be required for employees who work six (6) or more hours and may be scheduled by the Employer.



- 9.6 Unpaid meal periods are normally thirty (30) minutes of uninterrupted break but may be up to sixty (60) minutes unpaid upon mutual agreement between the employee and their supervisor prior to the meal period.
- 9.7 Employer agrees to meet with the Union upon request at least two (2) times per year in the Joint Labor Management Committee to discuss this provision. This meeting may occur as part of a regularly scheduled Joint Labor Management Committee Meeting.

**10. SHIFTS:**

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

- 10.1 The day shift is any full shift which begins between 6:00 a.m. and 11:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work. Upon mutual agreement between the supervisor and the employee the day shift may begin at 5 a.m. and would not be eligible for shift differential.
- 10.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.
- 10.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 p.m. An employee scheduled on the second or swing shift shall receive \$1.60 per hour in addition to their regular hourly rate. For ten-hour shifts, second shift shall be defined as any full shift which begins between 10 a.m. and 6:59 p.m.
- 10.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 p.m. and 5:59 a.m. An employee scheduled on the third or graveyard shift shall receive \$1.85 per hour in addition to their regular hourly rate.
- 10.5 Relief shifts shall be defined as:
- 10.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.
- 10.5.2 Employees regularly assigned to relief shifts shall receive the same shift premium rate as third shift in Article 11.4 in lieu of other shift premiums for all hours worked in the workweek.
- 10.6 Parks and Nature will minimize shift changes based on official park hours as far as practical in recognition of the impact such shifts have on employees.
- 10.7 The shift premium provided for by 10.3, 10.4 and 10.5 above shall not apply when regular staff are on vacation, or any other paid leave of absence, other than sick leave. The shift

premium provided for by 10.5 shall not apply to variable hour and seasonal employees.

10.8 Shift differentials shall be adjusted to reflect the annual increase on COLA reflected in Article 8, beginning fiscal year 2024.

## **11. OVERTIME:**

### **11.1 OVERTIME RATE:**

#### **REGULAR EMPLOYEES**

Overtime worked by hourly employees shall be paid at one and one (1.5x) half the employee's regular rate including any regular rate premiums. Overtime is time in a paid status over eight (8) hours per day or over forty (40) hours in one workweek. For employees working four (4) day workweeks, overtime is time in a paid status over ten (10) hours per day or over forty (40) hours in one workweek. The "workday" for purposes of calculating overtime for hourly employees is defined as the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. The Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half (1.5x) hours off for each hour of overtime to a maximum of sixty (60) hours in one year worked.

#### **REGULAR PART-TIME EMPLOYEES**

Overtime at the rate of one and one-half (1.5x) times an employee's established hourly rate, shall be paid for all time worked outside of or in excess of an employee's established shift hours and on the employee's sixth and seventh day of work in any week and on holidays, provided, however, that the Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half (1.5x) hours off for each hour of overtime to a maximum of sixty (60) hours in one year worked.

Regular part-time employees active on Employer's payroll on July 1 of each fiscal year will receive \$125, in each fiscal year they remain active on Employer's payroll in a regular part-time covered position covered under this agreement.

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. All overtime shall be compensated in compliance with requirements under the Fair Labor Standards Act (FLSA).

### **11.2 ASSIGNMENT OF OVERTIME:**

Overtime, as determined by management, will be offered in order of the most senior qualified employee(s) by classification within the work unit. If overtime is declined by all eligible employees, it will be assigned to the lowest senior most qualified employee, as determined by management.

For Zoo, if overtime is declined by all eligible employees, it will be assigned to the

qualified employee(s), with the least seniority, s determined by management.

For Parks and Nature, if overtime is declined by all eligible employees within the work unit, it will be offered in order of the most senior qualified employees outside the work unit. If there is no interest, it will be assigned to the qualified employee(s) with the least seniority within the work unit, as determined by management.

Work Unit, as discussed in this Article, shall be defined as follows:

Oregon Zoo	
• Africa	• Admissions
• Birds	• Animal Health
• Condors offsite	• Cash Office
• Elephants	• Events and Warehouse
• Marine Life	• Facilities
• North America	• Horticulture
• Primates	• Railroad
• Late Keepers and Rovers	• Animal Nutrition
• Invertebrates	• Custodial
	• LSS and HVAC
Parks and Nature	
• Natural Areas Land Management	
• Blue Lake	
• Oxbow	
• Historic Cemeteries and Nature Parks North	
• Historic Cemeteries and Nature Parks South	
• Parks Maintenance	

11.3 RECORD OF OVERTIME HOURS:

A record of overtime hours worked by each employee shall be maintained in each Work Unit for each month and such information shall be posted. An employee who wishes additional or less available overtime shall review the matter with their immediate supervisor and Union representative.

11.4 OVERTIME HOURS:

Employees required to work around the clock, without an eight-hour rest period prior to the start of their next assigned shift and required to continue to work any part of their regular assigned shift shall continue to receive pay at the overtime rate for those hours worked. The overtime hours earned due to an insufficient rest period shall be counted toward the forty-hour workweek when calculating overtime outside of 11.4, regardless of pyramiding over overtime.

## **12. REPORTING PAY AND MINIMUM PAY:**

12.1 Any Regular employee who is scheduled to report for work on their scheduled shift and who presents themselves for work as scheduled, but where work is not available or made available for them, shall be paid at their regular rate for the duration of their regular shift.

12.1.1 Above shall not apply to Regular Part-Time employees whose minimum guarantee shall be four (4) hours.

12.2 Any regular employee who clocks out and is called to return to work immediately, or before the employee's next work shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half times the regular rate. However, when any regular employee is required to work in excess of eight (8) 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 only for the time worked in excess of eight (8) hours.

12.2.1 Employees who agree to return to work after their regular shift for the purpose of pre-arranged training, meetings, animal care assignments or medical certification will receive pay at the overtime rate for the actual time at work and for not less than one hour.

12.3 Any regular employee required to work a split shift shall be paid at the rate of time and one-half for not less than eight hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth or seventh day shall not be covered by this paragraph.

12.4 Upon determination by the Zoo Director or Parks and Nature Director, or the Zoo or Parks and Nature Director's designee, of inclement weather conditions and such determination results in the decision to close the Oregon Zoo or the Parks and to send the staff home before the end of their normal shift, those employees required by Management to stay on the job shall receive one hour travel pay.

When the relevant director or designee has determined that inclement weather conditions exist and the worksite has been closed, employees required to work will receive pay at the overtime rate on all hours worked with a minimum of four (4) hours paid at the overtime rate.

## **13. SENIORITY:**

13.1 Seniority shall be computed for date of hire or entry into a LiUNA classification with the Employer. Seniority shall be calculated based on continuous service in any LiUNA classification unless otherwise specified in this agreement. The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on August first of each year and the Employer shall notify the Union by written communication immediately upon any change therein.

- 13.2 If two (2) or more employees were employed in any LiUNA classification on the same day, seniority shall be determined by their order of hire by the Employer's records.
- 13.3 Any employee who voluntarily quits, is discharged, or who does not return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer. Seniority shall continue and accumulate on the following basis:
- 13.3.1 During a lay off.
- 13.3.2 Any authorized leave of absence in which an employee continues their pay status.
- 13.3.3 During a military leave of absence as provided for by law.
- 13.3.4 Up to one (1) year because of leave of absence caused by personal sickness or injury. However, an employee who has not returned to work within the one-year period shall have their seniority frozen and shall accumulate no further seniority provided they have requested to return to work as provided in 22.2.3.
- 13.3.5 Up to eighteen (18) months for an industrial accident. (See also 22.3.6)
- 13.3.6 Up to ninety (90) working days for a personal leave of absence.
- 13.3.7 Up to one (1) year for an educational leave of absence.
- 13.3.8 During an authorized leave under OFLA/FMLA.

#### **14. VACANCIES:**

For the purposes of this Article, a qualified employee is an employee who is qualified by knowledge, skill, and experience, and is physically able to perform the job. The parties recognize the desirability of preferring qualified employees.

An employee filling a vacancy shall work the work schedule specified for such job. If the Employer makes an assignment from the first consideration, the assignment will be made within thirty calendar days after the bid is closed.

The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any applicants, the Employer shall submit in writing to the concerned applicants the reasons for their choice with a copy to the Union.

- 14.1 When a vacancy occurs in a regular job, the Employer shall first follow the LiUNA Bid Process prior to proceeding with a general recruitment to fill the vacancy.

All vacancies within the Bargaining Unit under this Article shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this Section and such bid shall be made no later than the eighth (8th) working day after the first day of posting. The Employer will make a good faith effort to appoint from within, which may include conducting a formal interview to gather additional information, prior to proceeding with a general recruitment to fill the vacancy.

#### 14.1.1 THE LiUNA BID PROCESS

The LiUNA Bid process for vacant or newly established positions will follow the following steps. There will be one bid announcement for considerations one through three:

1. The job posting limited to benefitted Union members shall be first, and shall include:

a. First consideration shall be given to regular full time or part time employees and limited duration employees in the current classification and job family at the work unit and will be based on seniority within classification.

For animal keeper vacancies, animal keepers not currently assigned to the animal specific unit where the vacancy resides must demonstrate their qualifications. If there are two (2) or more qualified keepers, the vacancy will be determined by seniority in the Animal Keeper classification or job family.

b. Second consideration shall be given to regular full time or part time employees and limited duration employees within the Union who are qualified by knowledge, skill, and experience, as demonstrated through an application and screening process and are physically able to perform the job. Should the hiring manager determine that the employee does not possess the qualifications and knowledge, skills, abilities for the vacant position, the hiring manager may elect to move to the next step in the bid process.

c. Third consideration shall be given to probationary, variable hour, and seasonal employees within the union who are qualified by knowledge, skill, and experience as demonstrated through an application and screening process and are physically able to perform the job. Should the hiring manager determine that the employee does not possess the qualifications and knowledge, skills, abilities for the vacant position, the hiring manager may elect to move to the next step in the bid process.

2. If the vacancy is not filled at the third consideration, prior to opening an external recruitment for a vacancy represented by the Union, the hiring manager will review the unit's workload needs to determine if the vacancy should be announced for internal applications first.

3. If the position is not filled by the bid process or through an internal recruitment, the hiring manager will conduct an external recruitment.

14.2 Work Unit, as discussed in this Article, shall be defined as follows:

<b>Oregon Zoo</b>	
<ul style="list-style-type: none"> <li>•Animal Area               <ul style="list-style-type: none"> <li>❖ Africa</li> <li>❖ Birds</li> <li>❖ Condors offsite</li> <li>❖ Elephants</li> <li>❖ Marine Life</li> <li>❖ North America</li> <li>❖ Primates</li> <li>❖ Late Keepers and Rovers</li> <li>❖ Invertebrates</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>•Admissions</li> <li>•Animal Health</li> <li>• Cash Office</li> <li>• Events and Warehouse</li> <li>• Facilities</li> <li>• Horticulture</li> <li>• Railroad</li> <li>• Animal Nutrition</li> <li>• Custodial</li> <li>• LSS and HVAC</li> </ul>
<b>Parks and Nature (all one Work Unit)</b>	

14.3 PROBATION AND PROMOTIONS:

14.3.1 INITIAL PROBATIONARY PERIOD

The first one hundred and eighty (180) calendar days of a person’s appointment to a new or promotional position. This is a continuation of the recruitment/selection process during which an employee is required to demonstrate fitness for the position to which the employee is hired or promoted. The probationary period is for the Employer’s internal screening process only and does not confer any form of tenure or other expectation of continued employment. Employees serving their initial probationary period have all rights outlined by this collective bargaining agreement, unless otherwise specified in this agreement. (See also Articles 17.6, 18.1, 18.3, and 25.3).

14.3.2 PROMOTION UPON COMPLETION OF PROBATION

14.3.2.1 Promoted employees, and employees moving to a classification in a different job family (e.g., Maintenance Worker I to Park Ranger), shall serve a one hundred and eighty (180) calendar day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of ninety (90) calendar days of their probationary period, and at the completion of their probationary period.

14.3.2.2 Any employee who is promoted and fails to complete probation for the new position shall be returned to their former classification, without recourse to the grievance procedure, with all rights and

conditions of employment they had in their former classification, under the following conditions:

- a. Reason for failure to complete probation wasn't due to misconduct or policy violations (i.e. discrimination/harassment, misappropriation of Employer resources, funds, drug and alcohol, theft, workplace violence) which would affect the employee's success in the former classification, and
- b. The employee passed initial probation in their former classification.

14.3.3 Within one hundred and eighty (180) calendar days of promotion, any employee may elect to return to their former classification with no loss of rights and conditions of employment; provided a vacancy exists in the employee's former classification within six months of the promotion and the employee passed probation in their former classification.

Classifications within the same job family, as discussed in this Article, shall be defined as follows:

3004 Guest Services Worker 3021 Admissions Lead	0465 Horticulturist 0467 Senior Horticulturist	0468 Arborist
0462 Park Worker 0450 Park Ranger 3450 Park Ranger Lead	0445 Maintenance Worker 1 0466 Maintenance Worker 2 0447 Maintenance Worker 3 0448 Maintenance Technician 0445 Maintenance Lead	0452 Natural Resource Technician 0453 Natural Resource Specialist 3023 Natural Resource Lead
0444 Custodian 3010 Operations/Warehouse Worker 3025 Operations Lead	0533 Nutrition Tech 1 0535 Nutrition Tech 2 3455 Nutritionist	3024 Electrician 1 0457 Electrician 2
0035 Cash Office Clerk 0451 Lead Cash Office Clerk	0470 Animal Keeper 0471 Senior Animal Keeper	0458 HVAC Technician
0469 Dive Safety Officer	0536 Veterinary Technician	3456 Project Coordinator

## 15. WORKING OUT OF CLASS

15.1 Work-out-of-class should be assigned in writing where possible.

15.1.1 If an employee believes they are working out of class, they can approach their supervisor at the first reasonable opportunity to discuss why or why not the assignment qualifies for WOC. (i.e. a discussion about whether the work being completed is contained in another class specification, etcetera).

15.1.2 Incidental assignments do not qualify for work-out-of-class pay.



- 15.1.3 Working out of class shall be paid the next highest monetary step in the new assignment which allows for at least a five (5%) percent increase in wage for the out-of-class assignment.
- 15.1.4 For Keeper staff, if a Senior Keeper is on leave for six (6) or more consecutive days, an employee will receive working out of class pay for hours worked from the first day of the Senior Keeper's absence.
- 15.1.5 If assigned to the duties and responsibilities of a higher classification at the beginning of the employee's shift, they shall receive the higher rate for a minimum of four (4) hours, but if more than four (4) hours they shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less they shall receive a minimum of four (4) hours at the higher rate, and if they work more than four (4) hours, they shall be paid the higher rate for the balance of the shifts.
- 15.1.6 When it is necessary to work employees in a lower classification, the Employer shall pay the employee their regular rate for their regular classification.

**16. REDUCTIONS IN FORCE:**

- 16.1 When a reduction in force occurs, employees shall be laid off by seniority within the classification with the least senior person being laid off first. An employee so removed shall be entitled to work in a lower classification in which they have held Regular status in the order of their seniority in that classification in the Zoo and Parks and Nature.

- 16.1.1 No lay-offs or reduction to a lower classification shall be executed as long as there are variable hour employees, Seasonal employees, or work release employees serving within the affected classifications covered by this Agreement.

**16.2 SENIORITY LISTS:**

- 16.2.1 The Parks and Nature and Zoo departments shall have separate seniority lists by classification. These lists shall be used in the event that a reduction in force or resultant recall is deemed necessary. Employees may not bump another employee within classification or to a lower classification across departments. If a vacancy exists at the Parks and Nature or Zoo departments, the laid-off employee may bump or be recalled to that position. For recalls, an employee may be recalled to a different department if no-one from that department is on a lay-off list.

**16.3 RECALL:**

- 16.3.1 The Employer shall recall laid off employees on a strict seniority basis for the classification from which the employee was laid off.

16.3.2 On recall 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) 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 reemployment.

16.3.3 The rights to recall shall continue for two (2) years from the date of lay-off and then be terminated.

#### 16.4 USE OF VOLUNTEERS DURING LAYOFFS:

16.4.1 In the event of a layoff, the employer shall not replace bargaining unit employees with volunteers. A layoff cannot be implemented if either department engages volunteers who are serving within the affected classification more than 1,000 hours per budgeted FTE for that classification. If a layoff is to occur within the affected classification, volunteer hours must be reduced to 1,000 hours per fiscal year per remaining FTE before affecting a layoff. (e.g. if one gardener of the seven gardeners is laid off, the volunteer program can only be a total of 6,000 hours per fiscal year).

The volunteer limitation of this agreement does not apply to large one or two-day volunteer projects. (e.g. Nike Volunteer Project), nor does it apply to the Zoo Lights program.

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**17. VACATIONS:**

All Regular status, Probationary and Limited Duration employees shall receive vacations with pay as follows:

**17.1 ACCRUALS:**

Vacation leave for employees shall be computed on base wages which include sick, vacation, personal, holiday leave and comp time used during each pay period. An employee's anniversary date for the purpose of accruing annual vacation leave is based on continuous service from the date of hire into an Employer benefit eligible position.

Total Continuous Years of Service	Accrual Per Hours Paid	Vacation Leave Per Year (Equivalent Annual Hours for Full-Time Employees)
Date of hire through completion of 3 years	.0577 hours	120 hours
4 years through completion of 7 years	.0692 hours	144 hours
8 years through completion of 10 years	.0808 hours	168 hours
11 years through completion of 13 years	.0923 hours	192 hours
14 years plus	.1038 hours	216 hours

17.2 An employee's vacation is deemed earned at the end of each pay period pursuant to Article 8.

17.2.1 In computing vacation "total continuous years of service" as used in 17.1 above: Includes time taken while on leave of absence with pay or military service without pay.

17.2.2 Includes absence because of an on-the-job injury up to eighteen months.

17.3 Employees shall continue to earn vacation credit for:

17.3.1 A period of one (1) year because of an absence caused by an on-the-job injury where an employee continues their paid status with the Employer.

17.3.2 Any authorized leave of absence where an employee continues their paid status with the Employer.

Employees shall not accumulate more than four hundred (400) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of vacation request, that was submitted at least three (3) months prior to reaching the maximum accrual, prevents an employee from avoiding the four hundred (400) hour maximum. If denial of a vacation request prevents an employee from avoiding the four hundred (400) hour maximum, the employee shall be paid at regular rate for those hours over four hundred (400). Employees who have over the maximum of four hundred (400) hours upon ratification, may elect to receive a one-time payout at regular rate, within thirty (30) calendar days of ratification, for those hours in excess of four hundred (400).

It is the expectation of Employer that an employee monitors and manages their leave accruals to prevent forfeiting hours in excess of the maximum accrual.

17.4 Whenever an employee who has completed probation ends employment, the employee's accrued and unused vacation hours shall be paid in accordance with state law.

17.5 Work Unit, as discussed in this Article, shall be defined as follows:

<b>Oregon Zoo</b>	
• Africa*	• Admissions
• Birds*	• Animal Health
• Condors offsite*	• Cash Office
• Elephants*	• Events and Warehouse facilities
• Marine Life*	• Horticulture
• North America*	• Railroad
• Primates*	• Animal Nutrition
• Late keepers and Rovers*	• Custodial
• Invertebrates*	• LSS and HVAC
(*Animal Area)	
<b>Parks and Nature</b>	
• Natural Areas Land Management	
• Blue Lake	
• Oxbow	
• Historic Cemeteries and Nature Parks North	
• Historic Cemeteries and Nature Parks South	
• Parks Maintenance	

17.6 VACATION LEAVE APPROVAL:

17.6.1 Vacation requests shall be submitted through the electronic timekeeping system. Supervisors or their designees shall approve vacation for their respective staff on a first come first served basis with consideration for employees with proximity to max accruals, seniority, staff input and for the work requirements of the department.

17.6.2 Vacation selection for employees in the Animal Area Work Units shall be determined as follows:

- a) Employees may exercise their seniority for one (1) continuous vacation selection, up to a maximum of four (4) weeks, to be taken between April 1 of that year and March 31 of the following year.
- b) Employees are permitted to rescind their selection in full or in portions as long as the final selection remains one (1) consecutive time span.
- c) Selections shall be made within the Work Unit (as defined in 17.5), by seniority. Employees within a Work Unit will submit their preferred selection through the electronic timekeeping system by February 10. Selections submitted after February 10 will be treated as outlined in 17.6.1. Vacation requests shall be submitted through the electronic timekeeping system unless an alternative method is requested by the supervisor or their designee.
- d) Subsequent vacation requests will be subject to the approval process outlined in 17.6.1.

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, operational need, or a bona fide work emergency. For Animal Keepers, the supervisor may utilize qualified cross trained employees to cover vacation requests.

Approval of vacation leave shall be provided in a timely manner. Requests that are older than fourteen (14) calendar days without denial shall be presumed to be approved.

Scheduled vacations may not be taken if vacation accruals are unavailable or insufficient at the time of leave.

## **18. HOLIDAYS:**

### **18.1 HOLIDAYS OBSERVED:**

New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and any other day designated by the Metro Council.

Day After Thanksgiving – For worksites that remain open for business on the day after Thanksgiving, the supervisor may require the employee work on the day after Thanksgiving, and in such case, the employee may take this holiday prior to the end of the fiscal year.

After completion of six (6) months service, each employee covered by the terms of this Agreement shall have two (2) personal holidays per fiscal year. The Personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor. Personal holiday requests will not be unreasonably denied. Personal holidays not taken within the year accrued will be forfeited.

Any variable hour employee, who has been employed with Employer for more than 1040 hours in a Union represented position, will be eligible for one personal holiday of eight (8) hours. Each subsequent year of employment, upon completion of more than 240 hours worked in the preceding fiscal year, the employee will be eligible for one (1) Personal holiday of eight (8) hours each 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.

## 18.2 ELIGIBILITY:

18.2.1 No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were in a paid status for the entire such day before and day after, or unless they have previously applied to their supervisor in writing for permission to be so absent and such written request has been approved by the Director of their designee. However, in emergency situations where an employee is unable to procure prior approval for such absence they may submit a written request for holiday pay, stating the reason for their absence, to the Director of their designee. If the Director or their designee Director considers the reason for the absence excusable, the holiday pay shall be paid.

## 18.3 PART TIME EMPLOYEES:

Holiday eligibility will be pro-rated based on the average actual scheduled hours worked within the preceding pay period, or for the hours actually worked on the holiday, with the exception that personal holiday eligibility will be pro-rated based upon the employee's full-time equivalent (FTE) status.

A Regular Part-Time employee shall be entitled to receive personal holiday pay only upon completion of six (6) consecutive calendar months in which such employee works eighty (80) hours or more per month.

18.3.1 Notwithstanding any other provision of this Article, Regular Part-Time employees shall be eligible for paid holidays only if working on a regularly scheduled basis. Regular Part-Time employees who accept on-call work on holidays will be paid, at the overtime rate, only for time worked.

#### 18.4 HOLIDAYS FALLING ON WEEKEND:

Whenever one of the above listed holidays falls on Saturday, the Friday before or the Monday following said holiday shall be considered as a holiday and paid for as such. Whenever a holiday falls on Sunday, the following Monday shall be deemed a holiday and paid for as such. The Employer shall have the option to schedule employees off for that holiday on either of such days in accordance with operational needs. As to any employee who is not given either the preceding Friday or the following Monday off as a holiday, the preceding Friday shall be deemed the holiday. Those jobs which operate seven days per week and/or twenty-four hours per day will observe Christmas on December 25, New Year's Day on January 1, and Independence Day on July 4 .

#### 18.5 HOLIDAYS FALLING ON DAY OFF:

Whenever a holiday falls on an employee's regularly scheduled day off, the employee may, prior to such holiday, choose the first workday preceding or following such holiday, subject to overall staffing needs of the Zoo and Parks operation, and such day shall be considered a holiday and paid for as such.

#### 18.6 COMPENSATION:

Eligible employees shall receive eight hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a four-day/ten-hour schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work.

18.6.1 In addition to an employee's holiday pay they shall be paid the overtime rate for any holiday they are required to work with the exception of the day after Thanksgiving. If an employee is scheduled to work on a holiday, they 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 or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the fiscal year it accrues.

#### 18.7 IF SICK ON HOLIDAY:

If an eligible employee is on sick leave and a holiday is observed, they shall be paid for such holiday, and it shall not count against their accumulated sick leave.

**19. HEALTH AND WELFARE:**

**19.1 ELIGIBILITY:**

All Regular Full-Time employees may enroll in the Employer sponsored health and welfare plan. Employer sponsored health coverage will include medical, dental and vision coverage for the employee and their dependents. Employer sponsored Welfare coverage will include long-term disability, accidental death and dismemberment, life and dependent life insurances.

19.2 All Regular employees hired prior to July 1, 2003, who are working 20 hours or more a week but less than full time at the time of ratification of this contract are eligible for full health and welfare benefits. Employer sponsored health coverage will include medical, dental, and vision coverage for the employee and their dependents. Employer sponsored welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances.

19.2.1 Regular Part-Time employees working .5 FTE or greater hired after July 1, 2003 are eligible for Health and Welfare benefits pro-rated according to their FTE.

**19.3 PREMIUM SHARING:**

Employer shall contribute ninety-two percent of the insurance premium costs and employees shall pay eight percent of the premium costs through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

19.3.1 Employer agrees to pay an amount not to exceed \$150 per month to regular full-time employees and a pro-rated amount equivalent to their FTE status for those in less than full-time positions, who provide proof of other medical coverage and who opt out of medical coverage through Employer. Employer shall determine the amount offered to employees for opt-out based on contracts with insurance carriers, financial consideration, and health insurance plan designs.

19.3.2 If Employer does not voluntarily change plans, rather the health insurance carrier or benefits administrators change terms of a plan during the life of the contract, Employer and the Union agree to accept those changes or go to the next best available plan until such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Employer operate outside of the health insurance plan structure which it is offering employees.

19.4 Life insurance, dependent life, accidental death and dismemberment and long-term disability coverage shall be provided to all employees who enroll in the Employer plan. Such coverage will be provided at no cost to the employee unless adjustments are made as a result of recommendations made by the Joint Labor Management Committee, to minimize medical, dental and vision costs.



19.5 JOINT LABOR-MANAGEMENT COMMITTEE:

A Metro Joint Labor-Management Committee (JLMC) for Health Benefits comprised in accordance with adopted by-laws shall review health, dental, and vision insurance plans and costs and make plan offering recommendations to Employer's Director of Human Resources and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Employer. Employer shall make available to the Committee current information regarding insurance premium rates and projected increases, as such information becomes available to Employer.

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.

- 19.6 The Employer will not be liable for payroll deduction or premium payment errors, but will make proper adjustment for errors as soon as practicable, upon knowledge of the error.

**20. RETIREMENT:**

- 20.1 Effective July 1, 1991, and during the term of this Agreement, all eligible Bargaining Unit employees shall participate in the Oregon Public Employees Retirement System (PERS), or the Oregon Public Service Retirement Plan (OPSRP), as provided in the Oregon Revised Statutes. The extent of PERS or OPSRP membership shall include prior eligibility service Employees covered by this Agreement shall be eligible for membership in PERS or OPSRP in accordance with ORS 238.015.
- 20.2 The Employer shall “pick up” the employee contribution to PERS as permitted by ORS 238.205. For the duration of this agreement, if for any reason the ORS 238.205 “employer pick-up” becomes no longer legally available, the Employer shall, on the first payroll period following the effective date of the change, increase the wage of any affected employee by six (6) percent.
- 20.3 The Employer shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). For the duration of this agreement, if for any reason the ORS 238A.335(1) “employer pick-up” becomes no longer legally available, the Employer shall, on the first payroll period following the effective date of the change, increase the wage of any affected employee by six (6) percent.
- 20.4 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.

20.5 In the event that PERS is revised by court action, legislation or constitutional amendment, the Article shall be reopened for bargaining upon the written request of either party, in accordance with the expedited bargaining process.

**21. SICK LEAVE:**

**21.1 ACCRUAL:**

All employees shall earn sick leave at the rate of .05 hours per hour paid. Employees may accumulate unlimited sick leave.

**21.2 CALL-IN:**

Employees using sick leave shall notify their immediate supervisor or their designee as soon as possible but at least thirty (30) minutes before the beginning of their shift. Under extenuating circumstances this thirty-minute notice requirement may be waived. However, Animal Keepers must provide notification before the start of their shift.

**21.3 USE OF SICK LEAVE**

Employees may use sick leave for mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition for themselves or for a qualifying family member as defined in 21.4, or for any reason required by law.

**21.4 DEFINITION OF FAMILY MEMBER:**

Employees may use sick leave for illness in their family which includes an employee's spouse, domestic partner, parent, grandparent, sibling, child, grandchild (in-law, step, adopted, or foster equivalent), any other person for which the employee is a legal guardian or is in a relationship of in loco parentis, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household partners, "chosen family", or otherwise required by law.

21.5 Absences related to pregnancy shall be treated according to State and Federal law.

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

## **22. OTHER LEAVES:**

### **22.1 UNPAID LEAVE TYPES:**

With reasonable advance notice and with consent of the Employer, employees may be permitted other unpaid leaves of absences provided such leaves can be scheduled without adversely affecting the operation of the Employer, under the following conditions:

- 22.1.1 Personal leaves of absence, where the employee will return to work within one hundred eighty (180) calendar days. Personal leaves of absence shall not be granted for other outside employment.
- 22.1.2 Job related educational leaves of absence may be granted for a period not to exceed one (1) year. Educational leave privileges will be rescinded in those instances where an employee is found to be engaged in other employment not directly related to the pre-approved education program.
- 22.1.3 The return-to-work criteria shall be that used in 22.2, except that accrued sick leave may not be used during an educational leave of absence.

### **22.2 NON-WORK-RELATED MEDICAL LEAVE:**

Upon application, supported by a statement of the attending physician, a leave of absence may be granted without pay for a period not to exceed one (1) year in cases of pregnancy, personal illness or physical disability that is non-job related. Any employee requesting such a leave shall file such request in writing with the Director for approval. The employee shall forward the approval with a statement of the attending physician to the Human Resources office.

- 22.2.1 Such leave may also be granted for critical illness in the immediate employee's family, as defined in 21.4, if supported by a statement of the attending physician and by proof that the illness requires the employee's attendance.
- 22.2.2 The leave of absence without pay shall commence immediately, or if used, upon exhaustion of earned sick leave and a balance of forty (40) hours of vacation leave. Employees upon ceasing work, shall use such vacation and sick leave as may have been earned, except that such vacation time must have been regularly available to the employee during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the employee ceases work.
- 22.2.3 After a leave of absence of one hundred eighty (180) calendar days or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, after an absence of one hundred eighty (180) calendar days or longer, if a vacancy does not exist at the time such employee decides to return from a leave, they shall be placed on the appropriate laid off list in accordance with seniority which list shall be subject

to the provision of section 16.2.1.

### 22.3 WORKERS COMPENSATION:

During an absence due to an industrial accident which is accepted by Workers' Compensation, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer for as many days as they have accrued sick leave on the day of the accident. The Employer and the Union agree that the daily supplement will be 1/3 of the normal gross daily wages. Both Parties agree to the principle that the employee should suffer no financial penalty, nor should the employee have a financial advantage by being in a disability status. Medical progress reports and an independent medical examination may be required as a condition of all such payments. The cost of an independent medical examination will be paid by the Employer. The Parties agree that in those instances where the provisions of this article are in conflict with current Workers' Compensation law and administrative rules said laws and administrative rules will prevail.

- 22.3.1 On an employee's date of hire, they shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two (2) years from the employee's date of hire and shall be used prior to the supplement outlined in 22.3 above.
- 22.3.2 Payments made by the Employer under subsections 22.3 and 22.3.1 above shall not be charged to accrued sick leave.
- 22.3.3 If an employee exhausts all benefits in 22.3 and 22.3.1 above, and remains employed with Employer, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing they were eligible for Employer-paid benefits at the time of the accident.
- 22.3.4 Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position they held at the time of their accident if they are physically capable of performing the duties of such position.
- 22.3.5 If an injured employee has become medically stable and is physically unable to return to the position they held at the time of injury, or the eighteen (18) month period in 22.3.4 has expired, then they will be re-employed in accordance with applicable State law.
- 22.3.6 Employees whose benefits under 22.3 have expired will automatically be placed on an Industrial Accident Leave of Absence. However, an employee who has not returned to work within the eighteen (18) month period in 22.3.4 shall have their seniority frozen and shall accumulate no further seniority until they return to work.
- 22.3.7 Employees hired as replacements for persons on Industrial Accident Leave, in accordance with 22.3.4, 22.3.5 and 22.3.6, will be informed as to the right of an injured worker to return to their job.

22.4 The Employer will comply with the requirements of Paid Leave Oregon. Any leave provided under Paid Leave Oregon does not alter or expand any leave that may be available under Employer policies or this Agreement. Leave provided under paid Leave Oregon shall run concurrently with any leave provided under Employer policies or this Agreement.

#### 22.5 JURY DUTY:

All regular employees shall be granted leave with pay and without loss of any benefits of their employment, to serve as a juror or witness in response to a subpoena or similar service issued out of a state or federal court, subject to the following provisions:

22.5.1 The employee granted such leave shall pay all money received for their service as juror or witness to the Employer, less any travel allowance received.

22.5.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation days, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on their day off or vacation day.

22.5.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in their work shift, they shall notify their supervisor and shall report to work the remainder of their shift if their supervisor requests them to do so. For the purpose of this Article, the employee shall be considered as working the day shift.

22.5.4 Employees shall not be eligible for jury leave with pay if the subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant or is for a dispute between the Employer and the employee. The employee is entitled to use any accrued vacation in these circumstances.

#### 22.6 BEREAVEMENT LEAVE:

Any employee absent from duty by reason of the death of their loved one, as defined by the employee, (spouse, domestic partner, parent, grandparent, sibling, child, grandchild, aunt, uncle (in-law, step, adopted, or foster equivalent), in loco parentis, and equivalent relative of an employee with a domestic partner, and individuals related by close affinity, including relationships such as unmarried partners, household partners, "chosen family", any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship, and any other person for which the employee is a legal guardian, or defined by employee) shall be allowed time off not to exceed three (3) days' time off duty without deduction of pay on account of such absence. With sufficient advance notice, bereavement days may be taken non-consecutively, provided they are taken within one (1) year of the date of first use.

In the event that the leave is denied, the employee may request review of the decision by the Director or their designee.

22.6.1 An additional four (4) days leave, to be paid from any accrued leave balance, shall be allowed an employee for necessary funeral travel time in the event of a death of a loved one. If the employee does not have accrued leave, the leave will be unpaid. Approval for such travel time shall be made by the supervisor.

22.6.2 When an employee attends a funeral ceremony for another current employee at Employer, they will be granted four (4) hours' time off with pay to attend such funeral ceremony, subject to the needs of the operation.

### **23. SAFETY – SANITATION:**

23.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end.

23.2 The Union will encourage their members to work in a safe manner. 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 Employer for use by the employee.

### **23.3 JOINT LABOR MANAGEMENT COMMITTEES:**

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. Oregon Zoo
2. Parks and Nature

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. The committees will hold monthly safety committee meetings. For the Oregon Zoo a representative from each division of the Zoo will serve on the safety committee. 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 Employer on all safety issues in the work area.

23.3.1 When appropriate and necessary, each month each supervisor shall hold an additional safety meeting with their crew. The safety committee member representing said crew will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on their crew.

23.4 SAFETY GUIDELINES:

All work performed by the employees shall be governed by the provisions set forth in OR-OSHA regulations.

23.5 No employees shall operate any vehicle or machinery which does not comply with OR-OSHA or the laws of the State of Oregon.

23.5.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical reasons, the Employer shall place a tag on the equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

23.6 Any employee, who believes that any working condition or machinery is unsafe, shall immediately call it to the attention of their supervisor and the Safety Committee to determine implementation of corrective actions when required, in accordance with Employer's Safety Policies and Procedures and OR-OSHA regulations.

23.7 No employee shall be disciplined or suffer loss of pay for refusal to violate OR-OSHA regulations or the laws of the State of Oregon.

23.8 Any condition that the Union believes a violation of reasonable sanitation practices may be taken up through the grievance procedure under Article 26.

23.9 Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.

23.10 No employee shall be required to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the Safety Committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.

23.11 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer. Requests to accommodate specific fabric, sizing, or other needs shall not be unreasonably denied.

23.12 ESSENTIAL, NON-ESSENTIAL EMPLOYEES AND REPORTING TO WORK DURING CLOSURE OR CURTAILMENT OF OPERATIONS

23.12.1 Essential employees are employees, designated by their Department Director, who are deemed required to be on site at a Metro facility to ensure safety, security, and continuity of operations during the closure of a facility or curtailment of operations. Essential employees shall be notified annually by their supervisor that the position they hold is so designated. A current list of designated essential personnel including employee name, classification and worksites will be provided to the union no less than once each year by October 15th.

23.12.2 Essential personnel required to report to work when the Chief Operating Officer (COO) or their designee has curtailed or closed operations shall receive pay at one and a half times (1.5) their regular rate of pay, in addition to their regular hourly rate, for a total of two-and-a-half times (2.5) pay for actual hours worked that day, with a minimum of four (4) hours.

23.12.3 Employees who attempt to get to work on time but are unavoidably delayed due to a weather event when their worksite is open for regular business hours may use accrued vacation, deferred holiday, compensatory time, personal holidays, or unpaid leave for that portion of the shift that is missed or be authorized by the manager to work remotely.

### 23.13 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.

## 24. CLOTHING:

### 24.1 CLOTHING CRITERIA:

Where the Employer requires specified working clothing for employees in its various operations, the Employer will furnish such clothing. Employees shall be required to wear such clothing. Clothing options will consider fit, fabric, function, and sizing for various body types. The Employer may expand this policy to any of its operations covered by this Agreement.

The Employer agrees to have a washer and dryer available on the premises at the Zoo for Zoo employees to launder their work clothes in an emergency situation.

Normal wear and tear is expected and any uniform items, other than safety shoes, that are damaged or suffer unusual wear due to the performance of on-the-job duties will be replaced by the Employer.

### 24.2 CLOTHING ALLOWANCE:

Eligibility will start the day of hire. For Regular Part Time, Full Time, and Limited Duration employees, any employee who voluntarily leaves before completion of the first six (6) months of employment, 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.

24.2.1 The Employer will furnish raincoats and rain pants in those cases where the nature of the work requires employees to work out-of-doors in inclement weather. The Employer will also furnish one (1) winter coat with the Employer logo every twenty-four (24) months for any Regular Part-Time or Regular Full-Time employee who requests it. Variable hour employees have the option to temporarily check out a winter coat for the duration of their shift.

Any employee working in a position where the Employer requires safety shoes, shall receive an annual safety shoe allowance in the pay period that includes August 1 of each year on the following basis:

- a) Eligible Regular Full-Time and full-time limited duration employees shall receive an annual allowance of \$250 per year.
- b) Eligible Regular Part-time and part-time limited duration employees shall receive an annual allowance of \$125 per year.
- c) Eligible Seasonal Park Worker and Variable Hour Employees shall receive an annual allowance of \$125 per year, on their first full paycheck.

The shoe allowance may be applied to repairs from normal wear and tear, insoles, socks, other items that support the comfort and health of the wearer. Newly hired employees will receive their allowance in their first full paycheck. Purchase of items shall be on the employee's time. Such safety shoes must be worn when on duty.

Classifications eligible for safety shoe allowance are contained in Schedule A.

All employees required to wear a uniform shall receive an annual laundering allowance in the pay period that includes August 1 of each year on the following basis:

- a) Eligible Regular Full-Time and full-time limited duration employees shall receive an annual allowance of \$100 per year.
- b) Eligible Regular Part-time and part-time limited duration employees shall receive an annual allowance of \$100 per year.
- c) Eligible Seasonal Park Worker and Variable Hour Employees shall

receive an annual allowance of \$100 per year.

Newly hired employees will receive their allowance in their first full paycheck. This payment is intended to offset the cost of washing the employee's uniform.

Classifications eligible for safety shoe allowance are contained in Schedule A.

**25. DISCIPLINE AND DISCHARGE:**

25.1 Disciplinary actions shall include only the following: oral reprimand, written reprimand, demotion, suspension or discharge in writing.

25.1.1 Disciplinary action or measures may be imposed only for just cause. Disciplinary actions imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

25.2 The Employer shall not discharge any non-probationary employee without just cause. If, in any case, the Employer feels there is just cause for such discharge, the employee and their Union representative will be notified in writing that the employee is subject to discharge. Such notification shall state the reason in detail for the discharge specifying dates, locations, and the particular nature of the reason for the discharge.

25.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 26.1.3 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

25.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by a Board of Adjustment or by an arbitrator under the grievance procedure hereinafter set forth.

25.3 During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.

25.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.

25.5 Upon request of an employee records of reprimands shall be removed from an employee's personnel file after two (2) years, provided, however, that the employee has taken corrective action, and has received no other disciplinary actions.

## **26. GRIEVANCES, COMPLAINTS AND ARBITRATION:**

### **26.1 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. The grievance filing shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested. Grievances except as noted elsewhere in this Agreement shall be processed as follows:

### **26.2 LEVEL I: SUPERVISOR**

Within twenty-one (21) calendar days of the alleged contract violation the Union shall file the written grievance with the employee's immediate supervisor.

Within twenty-one (21) 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 Union to advance it to Level II.

The Union may submit a grievance directly to the Labor Relations office at Level I in matters where the Department Director made the decision that resulted in the grievance, or the grievance is about the supervisor.

The Labor Relations office shall also receive a copy of Level I grievances at the time of filing.

### **26.3 LEVEL II: DIRECTOR**

Within fourteen (14) calendar days of the receipt of the supervisor's response, or absent a response at 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, or their designee. 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 submit a grievance directly to the Labor Relations office at Level II in matters where the COO made the decision that resulted in the grievance.

The Labor Relations office shall also receive a copy of Level II grievances at the time of filing.

### **26.4 LEVEL III: CHIEF OPERATING OFFICER (COO)**

Within fourteen (14) calendar days of the receipt of the Department Director's response, or absent a response at the deadline for the Department Director's response at Level II, the Union and employee may submit the grievance to the Chief Operating Officer, or their

designee. 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 twenty-one (21) calendar days of the response, or of the deadline for the Chief Operating Officer's response.

The Labor Relations office shall also receive a copy of Level III grievances at the time of filing.

## 26.5 ARBITRATION

If the grievance remains unresolved the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Chief Operating Officer of its decision in writing within twenty-one (21) calendar days from the date of submission to Level III. The Union shall request a list of five arbitrators from the State of Oregon Mediation and Conciliation Service within thirty (30) days of stating their intent to advance the grievance. 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, within fourteen (14) calendar days. The Arbitrator selected shall be contacted by the parties to set a hearing.

The parties shall 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.

## 26.6 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. Except for legal and other costs awarded by the arbitrator to be reimbursed, all other expenses shall be borne by the party incurring them.

## 26.7 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.

## **27. STRIKES AND LOCKOUTS BARRED:**

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for the duration of the Agreement there will be neither strikes nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

**28. SAVING CLAUSE:**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**29. RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS:**

**29.1 OVERPAYMENTS:**

29.1.1 In the event an employee receives wages or benefits from Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, Employer shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- a. Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within the prior two (2) year period before the notification.
- b. Where this process is utilized, the employee and Employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty calendar days following written notification.
- c. If there is no mutual agreement at the end of the thirty (30) calendar day period, Employer shall implement the repayment schedule stated in subsection (d) below.
- d. If the overpayment amount to be repaid is more than five percent of the employee's regular monthly base wage, the overpayment shall be recovered in monthly amounts not exceeding five percent of the employee's regular monthly base wage. If an overpayment is less than five percent of the employee's regular monthly base wage, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Employer service before Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

29.1.2 An employee who disagrees with Employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure. No collection will be made until a determination is made on the grievance.

This does not waive Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## 29.2 UNDERPAYMENTS:

29.2.1 In the event an employee does not receive wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, Employer shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. Employer shall correct any such underpayment made within a maximum period of two (2) years before the notification.

29.2.2 This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as lead work, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

## 30. PARKING AND TRANSPORTATION:

- 30.1 All represented Benefits-eligible employees are eligible to participate in Employer's TDM Program.
- 30.2 All Zoo benefits eligible employees will continue to be enrolled in the Universal Pass Program until the program terminates or Employer opts out of the program.
- 30.3 Full-time and part-time LiUNA members employed at the Oregon Zoo may request a single Zoo-controlled parking space. Upon space availability, Employer will assign a space to the employee and the employee will be charged in accordance with this article through a pre-tax payroll deduction.
- 30.4 Employees who work between the hours of 9:30 pm and 9:30 am shall not pay for parking. This complimentary parking is subject to modifications made by the Washington Park Transportation Management Association Board and Portland Parks and Recreation.
- 30.5 Employees who chose to participate and are assigned a parking space shall pay \$40.00 monthly for a full-time space. Employees who currently hold a parking spot and pay \$10.00 monthly as of the date of ratification of this agreement will continue to pay \$10.00 monthly for the duration of this agreement.
- 30.6 Employer shall establish a fund in the amount of \$25,000 per fiscal year for the sole purpose of funding transportation for temporary employees at the Oregon Zoo. Examples of providing such transportation may include such things as annual, monthly, or daily Tri-Met passes. The funds shall be managed at the discretion of the Oregon Zoo. Employer agrees to meet with the Union upon request at least two (2) times per year in the Joint Labor Management Committee to discuss this provision.

**31. TERMINATION – RE-OPENING:**

This Agreement shall be in full force and effect from July 1, 2023 until June 30, 2027. 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.

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LiUNA Schedule A  
Clothing Allowance under Article 24

<b>Classification</b>	<b>Laundry</b>	<b>Boot</b>	<b>Seasonal</b>	<b>VHE</b>	<b>Regular</b>
<b>Admissions Lead</b>	YES	NO	n/a	x	x
<b>Animal Keeper</b>	YES	YES	n/a	x	x
<b>Arborist</b>	YES	YES	n/a	x	x
<b>Cash Office Clerk</b>	NO	NO	n/a	x	x
<b>Custodian</b>	YES	YES	n/a	x	x
<b>Dive Safety Officer</b>	NO	NO	n/a	x	x
<b>Diver</b>	NO	NO	n/a	x	n/a
<b>Electrician 1</b>	YES	YES	n/a	x	x
<b>Electrician 2</b>	YES	YES	n/a	x	x
<b>Guest Services Worker</b>	YES	NO	n/a	x	x
<b>Horticulturist</b>	YES	YES	n/a	x	x
<b>HVAC Technician</b>	YES	YES	n/a	n/a	x
<b>Laborer</b>	YES	YES	n/a	x	n/a
<b>Lead Cash Office Clerk</b>	NO	NO	n/a	x	x
<b>Litter Patrol</b>	YES	YES	n/a	x	n/a
<b>Maintenance Lead</b>	YES	YES	n/a	x	x
<b>Maintenance Technician</b>	YES	YES	n/a	x	x
<b>Maintenance Worker 1</b>	YES	YES	n/a	x	x
<b>Maintenance Worker 2</b>	YES	YES	n/a	x	x
<b>Maintenance Worker 3</b>	YES	YES	n/a	x	x
<b>Natural Resource Specialist</b>	YES	YES	n/a	x	x
<b>Natural Resource Specialist Lead</b>	YES	YES	n/a	x	x
<b>Natural Resource Technician</b>	YES	YES	n/a	x	x
<b>Nutrition Technician 1</b>	YES	YES	n/a	x	x
<b>Nutrition Technician 2</b>	YES	YES	n/a	n/a	x
<b>Nutritionist</b>	NO	YES	n/a	x	x
<b>Operations Lead</b>	YES	YES	n/a	x	x
<b>Operations/Warehouse worker</b>	YES	YES	n/a	x	x
<b>Park Ranger Lead</b>	YES	YES	n/a	x	x
<b>Park Ranger</b>	YES	YES	n/a	x	x
<b>Park Worker</b>	YES	YES	n/a	n/a	x
<b>Park Worker, Seasonal</b>	YES	YES	x	n/a	n/a
<b>Project Coordinator</b>	NO	YES	n/a	x	x
<b>Animal Keeper-Senior</b>	YES	YES	n/a	x	x
<b>Senior Horticulturist</b>	YES	YES	n/a	x	x
<b>Veterinary Technician</b>	YES	YES	n/a	x	x
<b>Veterinary Technician Lead</b>	YES	YES	n/a	x	x



LiUNA Schedule B  
Applicability of CBA to VHE and Seasonal Employees

Article	Article Title	
1	Recognition	Applies
2	Management Rights	Applies
3	Maintenance of Standards	Applies
4	Classifications	Applies
5	Variable Hour Employees	Applies
6	Equal Opportunity and Non-Discrimination	Applies
7	Union Representation	Applies
8	Wages	Applies
9	Hours of Work	Only 9.4, 9.5, 9.6, 9.7
10	Shifts	Only 10.1, 10.3, 10.4, 10.6
11	Overtime	Does not apply. Employer will calculate overtime for variable hour and seasonal employees based on hours worked, rather than hours paid.
12	Reporting Pay and Minimum Pay	Does not apply, instead; A variable hour or seasonal employee who reports to work as scheduled, but where work is not available or made available for them, shall receive a minimum of four hours of pay at their regular rate. An employee who requests to leave early shall be paid only for hours worked. Any variable hour or seasonal employee required to work a split shift shall be paid at the rate of time and one-half for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.
13	Seniority	Does not apply
14	Vacancies	Only 14.1.1c.
15	Working out of class	Applies
16	Reductions in Force	Does not apply
17	Vacations	Does not apply
18	Holidays	Does not apply. Variable hour and seasonal employees shall be entitled to compensation for a holiday only if they work on the holiday.  If a variable hour employee works on the holiday, they will be compensated for hours worked at one and one half (1.5) time. The observed holidays are as follows: 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.
19	Health & Welfare	See Variable Hour and Seasonal Health Incentive Pilot Study
20	Retirement	Applies only after working 600 hours in a calendar year.

Article	Article Title	
21	Sick Leave	Applies
22	Other Leaves	Only 22.3, 22.4. Article 22.6 applies only for scheduled workdays.
23	Safety-Sanitation	Applies except for 23.12.3
24	Clothing	Applies
25	Discipline & discharge	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 and may process their grievance in accordance with Article 26.
26	Grievances, Complaints, & Arbitrations	Applies
27	Strikes & Lockouts	Applies
28	Savings Clause	Applies
29	Recoupment of Wage and Benefit Overpayments and Underpayments	Applies
30	Parking & Transportation	Only 30.1. Article 30.6 refers to HOP Passes for VHEs working more than 10 hours per week.
31	Termination- Reopening	Applies

LiUNA Schedule C  
Targeted Market Rate Adjustments FY 2023-2024

Beginning upon ratification, but no earlier than the pay period that includes July 1, 2023, regular employees in classifications with an adjustment listed in Schedule C Targeted Market Rate Adjustments shall be placed at the pay step in the new pay rate highest and closest to their current pay rate plus one (1)step increase.

<b>Job Title</b>	<b>Step 1 (Entry)</b>	<b>Step 2 (6 months)</b>	<b>Step 3 (18 months)</b>	<b>Step 4 (30 months)</b>	<b>Step 5 (42 months)</b>
Admissions Lead	23.14	24.63	26.20	27.84	29.53
Animal Keeper Senior	33.12	35.94	38.76	41.58	44.41
Animal Keeper	28.80	31.25	33.70	36.15	38.62
Cash Office Clerk	22.06	23.45	24.94	26.49	28.16
Cash Office Clerk Lead	23.38	24.86	26.44	28.08	29.85
Custodian	20.40	22.13	22.49	23.61	24.80
Dive Safety Officer	33.12	35.94	38.76	41.58	44.41
Guest Services Worker	20.40	22.13	22.49	23.61	24.80
Laborer	20.40				
Maintenance Lead	37.45	39.32	41.29	43.35	45.52
Maintenance Technician Parks and Nature	34.78	36.51	38.34	40.26	42.27
Maintenance Worker 1	27.17	28.53	29.95	31.45	33.02
Maintenance Worker 2	30.74	32.27	33.89	35.58	37.36
Maintenance Worker 3	33.10	34.76	36.49	38.32	40.23
Natural Resource Specialist	33.57	35.57	37.69	39.95	42.29
Natural Resource Specialist Lead	36.76	38.92	41.20	43.64	46.20
Natural Resource Technician	28.76	30.57	32.49	34.53	36.69
Operations/Warehouse worker	20.40	22.13	22.49	23.61	24.80
Park Ranger	28.76	30.57	32.49	34.53	36.69
Park Ranger Lead	35.89	38.15	40.55	43.09	45.79
Park Worker	20.40	22.13	22.49	23.61	24.80
Veterinary Technician Lead	34.78	37.73	40.70	43.64	46.63
Veterinary Technician	30.24	32.81	35.39	37.96	40.55

Metro  
Laborers' Local Union 483 Pay Schedule FY 2023-2024  
Regular Employees

Pay Range	Job Code	Job Classification	Entry Rate (Step 1)	6 Months (Step 2)	18 Months (step 3)	30 Months (Step 4)	42 Months (Step 5)
302	3004	Guest Services Worker	20.40	22.13	22.49	23.61	24.80
307	462	Park Worker	20.40	22.13	22.49	23.61	24.80
310	444	Custodian	20.40	22.13	22.49	23.61	24.80
	3010	Operations/Warehouse Worker	20.40	22.13	22.49	23.61	24.80
320	35	Cash Office Clerk	22.06	23.45	24.94	26.49	28.16
	3025	Operations Lead	22.33	23.75	25.26	26.85	28.48
325	3021	Admissions Lead	23.14	24.63	26.2	27.84	29.53
	451	Lead Cash Office Clerk	23.38	24.86	26.44	28.08	29.85
340	465	Horticulturist	25.86	27.49	29.2	31.04	32.99
	533	Nutrition Technician 1	25.86	27.49	29.2	31.04	32.99
	445	Maintenance Worker 1	27.17	28.53	29.95	31.45	33.02
	452	Natural Resource Technician	28.76	30.57	32.49	34.53	36.69
	450	Park Ranger	28.76	30.57	32.49	34.53	36.69
345	470	Animal Keeper	28.8	31.25	33.7	36.15	38.62
350	536	Veterinary Technician	30.24	32.81	35.39	37.96	40.55
352	446	Maintenance Worker 2	30.74	32.27	33.89	35.58	37.36
	467	Senior Horticulturist	31.42	33.38	35.49	37.72	40.08
	535	Nutrition Technician 2	31.42	33.38	35.49	37.72	40.08
360	447	Maintenance Worker 3	33.1	34.76	36.49	38.32	40.23
	471	Senior Animal Keeper	33.12	35.94	38.76	41.58	44.41
	469	Dive Safety Officer	33.12	35.94	38.76	41.58	44.41
362	468	Arborist	33.26	35.24	37.34	39.56	41.93
355	453	Natural Resources Specialist	33.57	35.57	37.69	39.95	42.29
370	3024	Electrician 1	34.64	36.81	39.12	41.61	44.19
	448	Maintenance Technician Parks and Nature	34.78	36.51	38.34	40.26	42.27
		Lead Veterinary Technician	34.78	37.73	40.7	43.64	46.63
363	3450	Park Ranger Lead	35.89	38.15	40.55	43.09	45.79
	3023	Natural Resource Specialist Lead	36.76	38.92	41.2	43.64	46.2
365	455	Maintenance Lead	37.45	39.32	41.29	43.35	45.52
380	457	Electrician 2	40.63	43.06	45.63	48.32	51.18
	458	HVAC Technician	40.63	43.06	45.63	48.32	51.18
385	3455	Nutritionist	83,407.71	88,664.11	94,252.82	100,204.05	106,427.14
	3456	Project Coordinator	83,407.71	88,664.11	94,252.82	100,204.05	106,427.14

Metro  
Laborers' Local Union 483 Pay Schedule FY 2023-2024  
Variable Hour and Seasonal Employees

<b>Pay Range</b>	<b>Job Code</b>	<b>Job Classification</b>	<b>Step 1</b>
405	4055	Guest Service Worker	20.40
410	4430	Laborer	20.40
420	4444	Custodian	20.40
420	4075	Operations/Warehouse Worker	20.40
430	4035	Cash Office Clerk	22.06
435	4080	Operations Lead	22.33
435	4002	Admissions Lead	23.14
435	4001	Lead Cash Office Clerk	23.38
450	4465	Horticulturist	25.86
450	4535	Nutrition Technician 1	25.86
450	4480	Diver	25.86
450	4445	Maintenance Worker 1	27.17
455	4003	Natural Resources Technician	28.76
455	4450	Park Ranger	28.76
455	4470	Animal Keeper	28.80
460	4536	Veterinary Technician	30.24
466	4446	Maintenance Worker 2	30.74
470	4467	Senior Horticulturist	31.42
470	4447	Maintenance Worker 3	33.10
470	4471	Senior Animal Keeper	33.12
470	4443	Dive Safety Officer	33.12
400	4468	Arborist	33.26
465	4053	Natural Resources Specialist	33.57
480	4011	Electrician 1	34.64
400	4448	Maintenance Technician Parks and Nature	34.78
402	4005	Park Ranger Lead	35.89
475	4006	Natural Resources Specialist Lead	36.76
475	4455	Maintenance Lead	37.45
490	4457	Electrician 2	40.63
495	4015	Nutritionist	83,407.71
501	2450	Seasonal Park Worker	20.40

**Signature Page**

**For Metro**



Marissa Madrigal, Chief Operating Officer



Christina Longo, Labor and Employee Relations



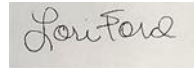
Ali Little, Labor and Employee Relations

*Yaju Dharmarajah*

Yaju Dharmarajah, Labor and Employee Relations



Utpal Passi, Oregon Zoo



Lori Ford, Oregon Zoo



Cole Hawkey, Parks and Nature




Justin Takkunen, Parks and Nature

*Jen Keisler Fornes*

Jen Keisler-Fornes, Parks and Nature


**For Laborers' International Union of North America  
Local 483**

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Ryan Sotomayor, LiUNA 483

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*Dashiell Harrison*  
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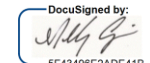
Dashiell Harrison, LiUNA 483

DocuSigned by:  
  
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Jason DeLiberio, Oregon Zoo

DocuSigned by:  
*Marina Garcia*  
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Marina Garcia, Oregon Zoo

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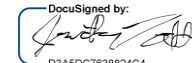
Mallory Crozier, Parks and Nature

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*Kendra Carillo*  
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Kendra Carillo, Parks and Nature

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*Laura Lepley*  
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Laura Lepley, Parks and Nature

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Jonathan Todd, Parks and Nature

Letter of Agreement  
Metro and Laborers' International Union of North America, Local 483

This is a Letter of Agreement (LOA) between Metro and the Laborers' International Union of North America, Local 483 (hereinafter referred to as the Union) in regard to the use of cash machines.

RECITALS

1. Cashiers at the Oregon Zoo will use cash handling machines to access and deposit cash from their assigned register.
2. The cash handling machines are equipped with the capability for employees to utilize palm vein readers to log in.
3. The Union has demanded to bargain the impacts of the decision to utilize cash handling machines and palm vein reader technology.

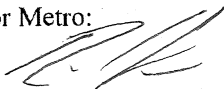
AGREEMENT

The parties agree as follows:

1. Oregon Zoo employees authorized to use cash handling machines may opt out of using palm vein scanners and use an available and authorized alternate method (e.g. password) to log in to the cash machine. During the account set up process, employees will be asked to create a pass code and then will be informed they have the option of using a code instead of palm vein scanning. Employees may request, after initial setup, to have palm scan removed.
2. Metro will not provide palm vein scan information to outside parties unless required by law. Any employee's biometric information derived from and/or stored in Palm Vein Scanners shall not be disclosed to third-party entities including law or immigration enforcement agencies unless required by law. In event such information is disclosed the Union will be immediately notified.
3. Metro will not rely solely on information obtained through the utilization of palm vein readers in order to discipline employees. Failure to follow cash handling procedures including fraudulent use of the cash machines will be subject to discipline.
4. The union will be notified of any changes to the cash handling machine technology or usage.
5. This agreement shall not set precedent, alter, or have effect on the terms and conditions existing between, the Union and Metro except as it specifically applies as stated above.
6. This agreement satisfies any duty to bargain under the Public Employees Collective Bargaining Act (PECBA) in or related to the use of cash machine or palm vein reader technology.

For LiUNA Local 483:


For Metro:



5-28-19

Ross Hume  
Labor and Employee Relations Program Manager  
Metro

For LiUNA Local 483:

 5-28-19

Farrell Richartz  
Business Manager Local  
LiUNA 483

Letter of Agreement  
Metro and Laborers' International Union of North America, Local 483

This is a Letter of Agreement (LOA) between Metro and LiUNA Local 483 in regard to allowing the American Association of Zoo Keepers (AAZK), Portland Chapter to meet during the work day.

RECITALS

- A. Whereas the parties wish to allow employees to participate in a professional organization during the workday.

AGREEMENT

The parties agree as follows:

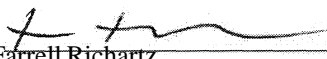
1. Employees who are members of the AAZK, Portland Chapter may attend monthly AAZK meetings held onsite at the Oregon Zoo during their regularly scheduled shift without loss of pay.
2. An employee must request and obtain permission in writing from his/her supervisor to attend the AAZK meetings. Attendance is at management's discretion.
3. The AAZK meetings will be one hour in duration.
  - a. The employee will attend the AAZK meetings in lieu of the employee's 30-minute duty free lunch period.
  - b. The additional 30 minutes of the AAZK meeting time shall be paid time.
4. No shift differential pay, split shift pay, minimum pay, call in pay or overtime pay shall result from attendance to an AAZK meetings.
5. Employees who choose to attend the AAZK meetings on their day off shall not be compensated.
6. This LOA will become effective upon the date of the last signature below and shall expire October 1, 2020. It is anticipated the first meeting will be held in April 2018.
7. This agreement is not precedent setting for any other activities besides monthly AAZK meetings and only applies to active members of the AAZK, Portland Chapter.
8. A violation of this agreement may be grieved under the parties' current collective bargaining agreement.

For Metro:

  
Ross Hume  
Labor Relations Program Manager  
Metro

5-28-19  
Date

For LiUNA Local 483:

  
Farrell Richartz  
Business Manager  
LiUNA Local

5-28-19

Date



**Letter of Agreement**  
**Metro and Laborers' International Union of North America, Local 483**  
**Reclassification Evaluation of Maintenance positions**  
**within Parks and Nature**

This is a Letter of Agreement (LOA) between Metro ("Employer") and LiUNA 483 (hereinafter referred to as the Union) to evaluate certain Maintenance positions within Parks and Nature.

**RECITALS**

1. The Employer and the Union are parties to a collective bargaining agreement (CBA) effective July 1, 2018 through June 30, 2023.
2. The parties commenced successor bargaining on March 28, 2023.
3. The parties continue to bargain in good faith and have reached agreement on Article 8 Wages but wish to clarify certain Maintenance positions within Parks and Nature.
4. The parties wish to successfully conclude successor bargaining and therefore agree to the terms set forth in this LOA.

**AGREEMENT**

- A. Effective upon ratification of this agreement, the Employer agrees to a premium of four dollars and fifty cents per hour to any employee performing work in the Maintenance Lead position within the Parks and Nature Department.
- B. The Union agrees to support review and update of the Parks and Nature Maintenance Lead position classification to support this premium pay and bargain any mandatory subjects in a timely manner.
- C. The Employer and Union agree to rename the Maintenance Technician classification the Parks and Nature Maintenance Technician classification and support review and update of this classification that accurately reflects the work done in this classification and bargain any mandatory subjects in a timely manner.
- D. The Employer agrees to reclassify current Parks and Nature employees in Maintenance 2 positions to Parks and Nature Maintenance Technician positions effective upon ratification.
- E. The effective date of reclassification for wage adjustment purposes will be July 1, 2023.
- F. This agreement is effective upon execution by all parties and ratification of the collective bargaining agreement.
- G. This Letter of Agreement is not precedent setting for any interpretation of the collective bargaining agreement, Management's personnel policies, 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.

**Metro**



Christina Longo  
Director of Labor Relations

7/10/2024

Date

**LiUNA 483**

  
\_\_\_\_\_  
Ryan Solomayor  
Business Manager

7/9/24

Date