

AGREEMENT BETWEEN

Levy Premium Foodservice Limited
Partnership
at the
OREGON ZOO

and

LABORER'S INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL 483

July 1, 2022 - June 30, 2026

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AGREEMENT

THIS AGREEMENT is entered into and effective on July 1, 2022 between Levy Premium Foodservice Limited Partnership at the Oregon Zoo, Portland, Oregon (hereinafter referred to as "Levy" or "Employer"), and Laborers' International Union of North America (LIUNA) Local 483 (hereinafter referred to as the "Union") acting on behalf of the Employer's employees employed at the Oregon Zoo in the classifications hereinafter specified.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

Section 1.01: This is a Collective Bargaining Agreement between Laborers' International Union of North America (LIUNA) Local 483 and Levy Premium Foodservice Limited Partnership.

Section 1.02: The Employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions pertaining to the employment for all employees in the Concession Cook, Concession Lead Cook, Concession Stand Lead, Concession Stand Worker, Banquet Bartender, Banquet Cook, Banquet Cook Lead, Banquet Server, Steward, Lead Steward, Prep Cook, Warehouse Worker, Lead Warehouse Worker, Barista, and Banquet Captain classifications and any other classification(s) performing food service work (including warehouse work when handling Levy food and food related items) at the Oregon Zoo or events at offsite locations contracted by the Employer at the Oregon Zoo, 4001 Southwest Canyon Road, Portland, OR, but excluding managers, management trainees, receptionists, executive chefs, chef managers, office clericals, and, all supervisors, guards, and confidential employees as defined by the National Labor Relations Act.

This Agreement shall not be construed to extend to or affect in any way any other phase of the Employer's business or construed to include any other employees of the Employer in any of the Employer's other divisions, branches or units.

Section 1.03: As used in this Article, the National Labor Relations Act, as amended, which is referred to above, defines a supervisor as follows: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

Nothing in this Agreement shall be construed to prohibit anyone in a supervisory capacity from doing any work normally performed by bargaining unit employees, provided it does not result in employees losing any shifts. Nothing in this Agreement shall be construed to

require anyone in a supervisory capacity to be subject to the terms and conditions of this Agreement.

ARTICLE 2 UNION SECURITY

Section 2.01: All employees of the Employer covered by this Agreement who are members of the Union on the date of execution of this Agreement shall maintain their membership as a condition of employment. All employees who are not members of the Union on the date of execution of this Agreement and all employees employed after the execution date of this Agreement shall, on or after the thirty-first (31st) day following the date of execution of this Agreement, or their initial date of employment, whichever is later, become and remain members of the Union as a condition of employment.

Notwithstanding the above, employees may voluntarily join the Union upon initial employment.

Section 2.02: The Employer shall terminate any employee when the Union, through its Business Representative, serves written notice that such employee has not complied with the foregoing provision and is not in good standing in the Union.

Section 2.03: The standing of any employee as a member of the Union shall be as reflected by the records of LIUNA Local 483.

Section 2.04: The Employer agrees to deduct monthly from the pay of each employee covered by this Agreement, Union dues, fees and assessments, The Union will be notified of new employee orientation meetings and be permitted to attend such meetings for fifteen (15) minutes to provide information about the Union and distribute LIUNA membership cards. The Employer will retain a signed copy of the card in its records. In the event the Union Representative notifies the Employer that they are unable to attend the orientation, the Employer will distribute the membership cards and transmit the signed original to the Union.

This authorization shall be irrevocable for one (1) year from the date of execution by the employee. This authorization shall be automatically renewed, and irrevocable for successive periods of one (1) year each unless written notice is given by the employee by registered mail, return receipt requested, to the Employer and the Union not more than twenty (20) and not less than ten (10) days prior to the anniversary of each period of one (1) year. Union dues, fees and assessments deduction will be made to the extent sufficient funds are available for this purpose.

Section 2.05: The Employer agrees to deduct monthly from the pay of each employee covered by this agreement who so authorizes it contributions to "PAC 483". The Union shall provide the Employer a signed copy of the authorization form allowing contribution to "PAC 483" for each contributing employee.

Section 2.06: The Union agrees to indemnify and to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 2.07: The Business Representative of the Union shall be permitted to enter upon the premises of the Employer at times mutually agreed upon for the purpose of carrying out the business of the Union. It is understood that Union activity shall not interfere with an employee's job. The Business Representative shall transact Union business, investigate grievances and observe the working conditions existing in the operation of the Employer in connection with the performance of this Agreement, provided said inspection does not cause employees to neglect their work. In cases requiring special attention such as emergencies the Union Business Representatives shall be permitted on such premises at any time provided the Union representative shall notify the General Manager or their designee prior to entering the property.

- a. The employees and Union agree that since the Employer conducts business on premises not its own that employees and Union shall, at all times, abide by all rules and regulations of the owner of the premises as may from time to time exist.
- b. The Employer recognizes the right of the Union to select employees as Shop Stewards to represent employees. The name of any such Shop Steward must be given upon appointment to the Employer. If at any time an employee ceases to be a Shop Steward that will also be immediately given to the Employer.
- c. There shall be no discrimination, interference, restraint, or coercion by the Employer, Manager, Head of Departments or any other person or persons in the employ of the Employer, against any employee because of activities in the affairs of the Union or membership in the Union, or because any member exercises their rights under this Agreement, including, but not limited to the grievance procedure. It is understood that Union activity shall not interfere with an employee's job. Any alleged violations of the contract involving a Union designated Shop Steward shall be taken up at Step 2 of the grievance procedure.

Section 2.08: Employees may wear one Union authorized button or sticker, not to exceed one and one-half (1/2) in diameter, in a place on their uniform to be determined by the Employer, but that is clearly visible.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.01: The Employer retains all rights, powers, authority, prerogatives, privileges, responsibilities and obligations which are customarily and/or inherently performed by an Employer and which are not abrogated, surrendered, modified or amended by a specific term of this Agreement. The exercise of the Employer's rights

includes, solely by way of illustration, and not in any manner by way of limitation, the following; it is specifically understood and agreed by and between the Union and the Employer that, without limiting the generality hereof, the Employer specifically reserves the exclusive right in accordance with its judgment to reprimand, suspend, discharge, or otherwise discipline employees; hire, promote, demote, transfer, layoff and recall employees to work; determine the starting time, quitting time, hours and/or shifts worked; maintain the efficiency of employees; shut down operations or any part thereof; expand, reduce, alter, initiate, transfer, assign or cease any job, department, operation, service or classification; move, sell or lease any equipment, process or operation; control and regulate the use or non-use of all Employer property; determine the products and services to be offered, the schedule of operations, the assignment of work and the size and composition of the workforce; make or change rules, policies and practices not in conflict with specific provisions of this Agreement between the Employer and the Union; introduce new or improved methods, services and equipment; and otherwise manage the operations, direct the workforce and establish terms and conditions of employment, and all other inherent management functions and prerogatives even though not enumerated herein including those possessed by the Employer prior to Levy assuming responsibility for this operation, except as expressly restricted by a specific provision of this Agreement between the Employer and the Union. The Employer's not exercising any function reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of its rights to exercise such function, or preclude the Employer from exercising the same function in some other way not in conflict with this Agreement between the Employer and the Union.

ARTICLE 4 NON DISCRIMINATION

Section 4.01: There shall be no discrimination by the Employer against any employee on account of race, creed, color, gender, gender identity, sexual orientation, genetic information, familial status, age, religion, national origin, pregnancy, military status, veteran status (specifically status as a disabled veteran, special disabled veteran, Vietnam Era veteran, recently separated veteran, armed forces service medal veteran, or other protected veteran), disability, or other classifications protected by applicable Federal, State or local law. Sexual and workplace harassment, in any form, is strictly prohibited and will not be tolerated in the workplace. Violations of the Employer's Non-Discrimination or Sexual and Workplace Harassment Policies may be processed under the grievance and arbitration provisions of this Agreement. In the event an employee elects to raise the alleged violation of the non-discrimination or sexual and workplace harassment policies through the Employer's Employee Hot Line, any grievance filed or to be filed relating to the alleged violation shall be held in abeyance for a period of thirty (30) days.

The employer shall provide reasonable accommodation to disabled employees as required by state and federal law. In the event that the requested accommodation conflicts with any provision of this agreement, the parties will meet and discuss the accommodation.

ARTICLE 5 NO STRIKE NO LOCKOUT

Section 5.01: It is the intent of the parties hereto that the economic hardship and strife of the picket line and lockout shall be avoided during the life of the Agreement. It is the intent of the parties hereto that either may have full and immediate resort to the courts to secure enforcement of the terms of this Article.

Section 5.02: The Union agrees during the life of this Agreement upon consideration of the mutual undertakings set forth in this Agreement, that there shall not be any picket lines or strikes (including, but not limited to, an economic strike, unfair labor practice strike, sympathy strike or any other strike of any kind or nature whatsoever) by the Union or by the employees covered by this Agreement of any kind or degree whatsoever, lockouts, suspension of work, curtailment or limitation in production, slowdown or other interference or stoppage, total or partial, of Employer's operations.

Section 5.03: The Employer, in consideration of the mutual undertakings set forth in this Agreement, agrees that it will not lockout totally or partially, employees covered by this Agreement.

Section 5.04: Refusal of an employee to cross a lawful primary picket line sanctioned by the Northwest Oregon Labor Council and LIUNA Local 483 shall not be construed to be a breach of this Agreement.

ARTICLE 6 GRIEVANCE AND ARBITRATION

Section 6.01: Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

STEP 1. The employee concerned may, with or without their Steward present, as the employee desires, submit a grievance verbally to their department head (Director of Operations, Catering Manager or Executive Chef). Any such grievance must be submitted within five (5) calendar days (excluding weekends, holidays and any day the Zoo is not open to the public) of the event giving rise to the grievance, or the date on which the employee could reasonably have knowledge of the event. If the grievance is not submitted in a timely manner, it shall be deemed abandoned. If the grievance is submitted in a timely manner at this Step, the department manager shall render a decision in writing within five (5) calendar days.

STEP 2. Failing satisfactory settlement at Step 1, the Union representative or the employee may submit the grievance in writing to the General Manager within ten (10) calendar days following of the Employer's Step 1 response. The written grievance must be dated and include the name of the affected employee or employee(s), the date of the alleged violation, the provision(s) allegedly violated; a description of the alleged actions of the Employer that have violated the Agreement and the remedy or relief sought for each alleged violation. The General Manager, the employee and the employee's Union Representative shall meet within ten (10) calendar days of receipt of the grievance. If the grievance is not submitted in a timely manner at this Step, the grievance shall be deemed abandoned. If the grievance is submitted in a timely manner at this Step, the General Manager shall render his decision, in writing, within five (5) calendar days of the grievance meeting. The Employers Step 2 response shall be in writing.

STEP 3. Failing satisfactory settlement at Step 2, the parties may agree, within ten (10) calendar days, to use a mediation process in an attempt to resolve any grievance which occurs during the term of this Agreement. In the case that the parties agree to use the mediation process, the Union will submit the matter to the Federal Mediation and Conciliation Service (FMCS) within five (5) calendar days of the agreement to mediate.

Mediation shall not be considered a step of the grievance procedure and an agreement to use mediation shall suspend the timeliness governing the remaining steps of the grievance procedure until the mediation process has been completed. Neither party may require that any grievance be sent to mediation under this procedure.

Section 6.02: Failing satisfactory resolution at mediation or within ten (10) days following the Employer's refusal to mediate, the Union Representative may submit a demand for arbitration. Such demand must be made in writing to the General Manager. The parties shall forthwith agree upon an Arbitrator who shall act as a sole Arbitrator of the issue.

If the parties fail to mutually agree on an arbitrator, the Union shall immediately request a list of seven (7) arbitrators from the Director of the Federal Mediation and Conciliation Service, all of whom shall be members of the National Academy of Arbitrators. The parties will meet to select an arbitrator within thirty (30) calendar days of receipt of the list of arbitrators. The parties may select an arbitrator from the list from such method as they jointly agree or, if they are unable to agree on a method, then by then method of alternately striking of names under which the grieving party shall strike the first name objectionable to it and the Employer shall strike then next name objectionable to it. The final name left on the list shall be the arbitrator.

The parties may agree to a permanent arbitrator or panel of arbitrators.

Section 6.03: The parties agree that the decision of the Arbitrator shall be final and binding. The Arbitrator shall not have the authority to modify, add to, alter, or detract from the provisions of the Agreement. The Arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing they shall not contravene any provision of this Agreement. Whenever possible, the Union shall provide a two (2) week notice to the Employer to release any employee called to testify as a witness in an arbitration. In the event the parties schedule an arbitration with less than a two (2) week notice, the Employer will release any employee called to testify as a witness in the arbitration.

Section 6.04: The compensation of the arbitrator and all expenses incurred by them and any expense incidental to the work shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer, provided, however, that this shall not be deemed to include any cost or expense of representation by either of the parties to the dispute.

Section 6.05: The time limit provisions of this Article may be waived or extended by mutual agreement.

Section 6.06: The Union may take up any employee discharge at Step 2 of the grievance procedure.

ARTICLE 7 SAVINGS

Section 7.01: It is the intent of the parties hereto to abide by all applicable Federal and State statutes and local and city ordinances covering the subject matters of this Agreement. Should any provision of this Agreement be declared illegal, contrary to any such State or Federal laws, or local or city ordinances, it shall be deemed invalid. All other provisions of this Agreement shall remain in full force and effect. In the event that any provision of this agreement is determined to be unlawful, the parties will immediately meet to bargain replacement language for any unlawful provision.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.01: After six (6) months of continuous employment an employee may be granted a medical leave of absence for a time agreed upon by the Employer, not to exceed three (3) months for a non-occupational bona fide illness or accidental injury which prevents the employee from satisfactorily performing his or her job duties. The employee shall be required provide the Employer physician's certification of illness or injury.

Section 8.02: Workers Compensation Leave for occupational illness or accidental injury which prevents the employee from satisfactorily performing his or her job duties shall be granted for up to twelve (12) months.

Section 8.03: All FMLA, OFMLA, Workers Compensation and Medical Leave granted under this Article shall run concurrently.

Section 8.04: After one (1) year of continuous employment, a personal leave of absence may be granted for any reason mutually agreed upon between an Employer and employee. A personal leave of absence for any period of time must be in writing and signed by the Employer or his designated representative.

Section 8.05: Whenever a leave of absence is granted according to the provisions of this Agreement, the employee will retain their existing length of service and accrued fringe benefits; but they will not receive credit for the time during which they are on leave either in terms of length of service or other benefits.

Section 8.06: An employee returning from leave of absence shall notify the Employer two (2) weeks prior to the day when they intend to return to work. Any employee who fails to report to work on the agreed date of return shall be considered as having voluntarily terminated unless the employee notifies the Employer of a bona fide emergency which prevents the employee from returning on the agreed upon date of return.

Section 8.07: Nothing in this Section is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or applicable State or local law.

Section 8.08: Oregon Bereavement Leave: Employees that have been employed for one hundred and eighty (180) days and who work an average of twenty-five (25) or more hours each week are eligible for bereavement leave. Eligible employees may take up to two (2) weeks off for the death of a family member, up to a maximum of twelve (12) weeks in a twelve (12) month period. A family member for this purpose includes the employee's spouse, same-sex domestic partner, and child, child of the employee's same-sex domestic partner, parent, parent-in-law, and parent of the employee's same-sex domestic partner, grandparent or grandchild.

- a. Bereavement leave can be used to attend the funeral or funeral alternative, to make arrangements necessitated by the death, or to grieve.
- b. Bereavement leave is unpaid.
- c. Bereavement leave must be completed within sixty (60) days of the date on which the eligible employee receives notice of the family member's death.
- d. Employees must provide verbal notice to the Employer within twenty-four (24) hours of the date when the leave begins, and written notice within three (3) days after the employee returns to work.

Section 8.09: In the event that an employee is elected or appointed to a position of full-time service with the Union, the employee shall continue to retain their seniority during the period of such leave. Upon completion of service in the Union, the employee shall be returned to their former job at the appropriate rate of pay for that position, provided the employee applies for work within thirty (30) days after completion of Union service. It is agreed and understood that no more than two (2) employees shall be permitted to be on an unlimited leave of absence for Union Business at any one time. Upon the Union's request, up to five (5) additional employees shall be released for leave of absences for Union service for a period not to exceed forty-five (45) days. Provided further, the Union shall provide the Employer with at least ten (10) days' notice in writing of the need for the leave. The leave for Union Service provision shall be carried out so as not to adversely affect disproportionately any one (1) department (Catering, Culinary, Concessions or Warehouse e.g., five (5) employees on a forty-five (45) day leave from the kitchen. To that end, the Parties shall meet to resolve any operational problems that would result from the application of this section. Notice will be sent to the General Manager or their designee.

ARTICLE 9 WORK DAY, WORKWEEK AND OVERTIME

Section 9.01: Time and one-half (1/2) the regular rate of pay shall be paid for the time worked in excess of forty (40) hours in any one (1) work week or eight (8) hours in one (1) day. Nothing contained in this Section, shall be construed to be, nor shall it be, any type or manner of guarantee to employees of the number of hours per day or days per week, which will be worked or scheduled.

Section 9.02: There shall be no deductions withheld from wages or tips except those required by law or authorized by this agreement, unless authorized by the employee in writing. A statement sufficiently itemized to show the amount and purpose of any deduction from wages must be provided each employee on regular paydays.

Section 9.03: Wages shall be paid on a regular payday to employees covered by this Agreement at intervals not less than bi-weekly. To the extent permitted by law, all wages shall be paid by direct deposit or pay card provided by the Employer. Employees also consent to receive an e-statement. Management will provide a computer, printer, and any necessary technical support so that employees can print pay statements as needed.

Section 9.04: The Employer may not require employees to work two shifts with less than ten hours between them unless the employee requests or consents to work such hours. Regardless of consent, the Employer shall pay time-and-a-half for any hours worked that are separated by less than 10 hours, except when the split shifts takes place entirely within one calendar day.

The Employer must provide each Employee written work schedule covering all work shifts at least seven (7) calendar days before the first day of the schedule or, if required by law, fourteen (14) calendar days before the first day of the schedule. The schedule should be posted in a conspicuous and accessible location. The Employer cannot require an employee to work any shift that was not included in the employee's written work schedule.

If a change in schedule results in a loss of pay, i.e. reduction in hours of greater than thirty (30) minutes, date changed resulting in lost hours or shift cancellation, the Employer will pay half (1h) the regular hourly rate for lost time. No additional compensation will be paid for the following reasons: employee voluntarily swapping shifts, the employee requests additional hours in writing, hours are reduced for documented disciplinary action for just cause, work delay or cancellation due to threats, utility failure or natural disaster, unanticipated customer needs, employee absence, when a ticketed event is cancelled, rescheduled, lengthened or shortened due to circumstances outside of the Employer's control.

Section 9.05: All employees shall have made available to them a rest period of fifteen (15) minutes for each continuous work period of more than two (2) hours and up to six (6) hours in anyshift.

All employees shall have made available to them a second (2nd) rest period of fifteen (15) minutes for each continuous work period of more than six (6) hours and up to ten (10) hours in any shift; one (1) rest period shall be prior to the thirty (30) minute meal period, and one (1) rest period shall be after the meal period.

All employees shall have made available to them a third (3rd) rest period of fifteen (15) minutes for each continuous work period of more than ten (10) hours and up to fourteen (14) hours in any shift.

Section 9.06: All gratuities due to employees by reason of any charge accounts shall be paid by the Employer to the employee not later than the payroll period immediately following the receipt of the gratuity by the Employer from its customers or credit agency.

- a. In the event of an Employer error resulting in wage discrepancy, including gratuities, the error shall be corrected and paid on the next paycheck following the submission of the error to their Supervisor.
- b. Any administrative charge collected by the Employer due to the cancellation of a function, which occurs within forty-eight (48) hours of the scheduled time of the function, shall be shared among employees as per Article 19 of this Agreement.

Section 9.07: Upon termination for any reason an employee shall be paid all wages due in a timely manner according to current applicable law.

Section 9.08: Time required for preparatory or post-closing services shall be considered as compensable.

Section 9.09: If an employee is required on their day off, to attend a meeting or conference called on behalf of the Employer, said employee shall receive an amount of pay not less than two (2) hours straight time pay.

Section 9.10: When operational requirements result in the cancellation of a shift the Employer shall notify the employee of the cancellation in a timely fashion but not less than four (4) hours in advance when the shift is scheduled to start after 9:00 a.m.; or two (2) hours in advance when the shift is scheduled to start 9:00 a.m. or earlier. Provided, the Employer shall not be required to provide the above notice in the case of operational changes communicated to the Employer less than four (4) hours in advance or in the case of force majeure.

In the event the Employer changes an employee's shift start time to a time prior to the scheduled start time after the schedule has been posted and the employee is unable to report at the new start time, the employee will not be deemed to have declined the shift, provided that the employee has notified the Employer.

Section 9.12: Time-off scheduling preferences of the employee shall be accommodated whenever possible, subject to business requirements, and such preferences shall be granted on the basis of seniority. Employees are encouraged to submit written time-off requests with as much advance notice as possible.

- a. Senior employees shall be entitled to first choice in scheduling time-off.
- b. Time-off requests shall be submitted on the appropriate form to the Department head or their designee, at least seven (7) calendar days prior to the posting of the schedule on which the requested day(s) would appear; the Employer will provide a written response to such request granting or denying time off within five (5) calendar days from the date of the receipt of such request. Time off requests submitted seven (7) days or more prior to the posting of the schedule on which the requested day(s) would appear, will be considered approved if not denied within five (5) calendar days of receipt of such request. Time-off requests submitted to the Employer less than seven (7) calendar days prior the posting of the schedule on which the requested day(s) would appear will only be considered approved if granted in writing by the Department Head or their designee. Requests not responded to with seven (7) or less calendar days' notice will be considered automatically denied.
- c. Once a time-off request has been approved, senior employees shall not have the right to bump a junior employee's time-off request.

ARTICLE 10 HOUSECARD

Section 10.1: In consideration of the signing of this Agreement and for the period of good and faithful performance of its provisions and covenants by the Employer, the Union shall furnish to the Employer a House Card, which shall be the property of and issued by the Union. The Employer's right to the use of the card shall terminate at any time that this Agreement is no longer applicable to the Employer, or at any time the Employer is not in compliance with a valid arbitration award rendered under the terms of this Agreement. In any such event the card shall be returned to the Union upon demand.

ARTICLE 11 EMPLOYEE MEALS

Section 11.01: The Employer shall, in addition to wages provided for in this Agreement, furnish a meal to eligible employees as specified in this Article.

Section 11.02: The Employer shall provide to each employee working a shift of six (6) or more hours a meal voucher to be redeemed for food and beverage to include an entrée (including grab and go entrees), a side, and fountain beverage (excluding alcohol and prepackaged food) during the employee's scheduled meal period or an employee staff meal.

The Employer will implement a "pilot" employee meal program where a wholesome, varied, and well balanced employee meal will be cooked/prepared and served twice a week for three (3) months during which employee's will only have the choice of the employee meal program meal as a meal option and after which the Union and Employer will hold a Joint Labor Management Meeting to discuss the employee meal program going forward.

Employees working less than a six (6) hour shift, shall be entitled to a twenty-five percent (25%) discount on food and beverage (excluding alcohol).

Section 11.03: Employees scheduled to work six (6) or more hours shall be afforded a thirty (30) minute uninterrupted paid meal period before the start of the fifth (5th) hour in compliance with applicable law. Employees working in the following locations: Cascade To Go, Coffee Crossing, and Sankuru Trader shall be afforded a forty-five (45) minute uninterrupted paid meal period to account for travel time to and from the break areas. Employees working fourteen (14) or more continuous hours will be afforded a second thirty (30) minute paid meal period in compliance with applicable law.

Employees are required to punch out at the commencement of the meal period and punch in at the conclusion of the meal period.

ARTICLE 12 PTO

Section 12.01: Effective January 1, 2023, full-time existing employees,

defined as employees who average thirty (30) hours per week or more during each look back period from October 2 to October 2 will be eligible for fifteen (15) PTO days.

PTO days will be based on an eight (8) hour shift.

- a. Full-time new hire employees defined as employees who average thirty (30) hours per week or more during each look back period from October 2 to October 2 after the first look back period will be eligible for seven and a half (7.5) PTO days. On the second consecutive look back period October 2 to October 2, employees will be eligible for fifteen (15) PTO days.
- b. Active full-time employees with unused PTO time shall be paid out no later than November 1st of each calendar year.
- c. Terminated employees will not be paid out for unused PTO days.
- d. Beginning November 1st of each calendar Part-time employees working 1,020 -1,559 hours from October 2 to October 2 will be eligible for seven (7) PTO days, use it or lose it. Payout will be based on average shift length as determined by the previous year's look back period (October 2 to October 2).

Any leave required by local, municipal, county, state, or federal regulations shall be applied in addition to the above PTO.

Section 12.02: If the Employer should cease with operations at these premises, it is understood that all earned vacation pay shall become due and payable on the employee's final paycheck.

Section 12.03: Continuity of service shall not be deemed broken by illness or permitted leaves of absences provided for in this Agreement.

ARTICLE 13 SENIORITY

Section 13.01: Employer seniority is defined as the employee's continuous service with the Employer at the Oregon Zoo from their last date of hire at the facility.

Classification seniority is defined as the employee's continuous service in one of the classifications listed in Schedule A.

Section 13.02: An employee's continuous service shall be broken and seniority shall cease for the following reasons:

- a. Voluntary termination.
- b. Discharge for just cause.
- c. Transfer out of the bargaining unit for a period in excess of ninety (90) days.
- d. Medical leave of absence exceeding 12 months.
- e. Workers compensation leave exceeding 18 months.

Nothing in this Section is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or applicable State or local law.

Section 13.03: For the first five hundred and twenty (520) hours worked the employee shall be considered in a probationary period and the Employer may discipline and discharge such employee and such action shall not be subject to the just cause provisions of this agreement.

Section 13.04: Classifications are listed in Schedule A

- a. The Employer shall post a seniority list on the food services' bulletin board in the employee break room for all employees by classification. This list shall include employee's first name, last name, and classification rank. Upon request, the Employer will provide the Union a current seniority list including the employee's first name, last name, classification rank, and date of hire.
- b. The Employer shall update and post the seniority list semi-annually each March and October and provide a copy to the Union.

Section 13.05: For purpose of Employer seniority all employees hired by the Employer before July 1, 2019 will have their time spent working for Metro in a foodservice classification at the Oregon Zoo added to their continuous service with the Employer.

ARTICLE 14 WAGES

Section 14.01: Minimum wages for the various classifications covered by this agreement are set forth in Schedule "A".

Section 14.02: The Employer has the right to establish new job classifications and the initial rate of pay. The Employer must provide the Union with a minimum of fourteen (14) calendar days advance notice, when establishing a new classification and pay rate. At the Union's request, the Employer will meet to negotiate over the new classification's pay rate. At the conclusion of the fourteen (14) calendar day notice period, the Employer may proceed to post the position, even if the parties are negotiating or notice of a demand to bargain has been provided. If a new pay rate is negotiated, the rate will be paid retroactively. In the event the parties fail to agree upon a pay rate, the matter may be moved to the grievance procedure.

Section 14.03: Nothing in this Agreement shall be construed to prevent the payment of wages or benefits in excess of those specified herein.

Section 14.04: When a classification is changed, eliminated or added, the Employer shall notify the Union fifteen (15) calendar days prior to implementation in order to allow time for the Union to bargain on behalf of the employees affected.

Section 14.05: In the event that an employee is temporarily re-assigned by the Employer to work in another classification for two (2) or more hours, the employee shall be compensated at the higher of: (1) the rate of pay for the classification they were scheduled to work; or (2) the rate of pay for the classification to which they have been temporarily assigned.

Section 14.06: The Employer will permit the placement of an employer provided tip jar at concession points of sale (POS). The distribution of tips will be self-administered by employees assigned to the concession stand and will not interfere with the performance of work. Disputes shall not be subject to the grievance or arbitration procedure.

Section 14.07: All debit, credit, or other electronic transactions, will contain a tip line.

Section 14.08: Temporary workers and non-profit organization volunteers can handle tips, but will not be paid out tips from debit, credit or other electronic money transactions, nor will they receive any share of the administrative charge.

Section 14.09: Once a year, the Union may convene a one (1) hour meeting on the Employers' time for all Concession Stand Leads to discuss the distribution of tips. Such a meeting will be at a time mutual agreeable to the Employer and Union, but will not be unreasonably denied. The Union will, within thirty (30) days of the meeting, reimburse the Employer for all wages paid to Concession Stand Leads while attending the meeting.

ARTICLE 15 HOLIDAYS

Section 15.01: Employees will receive time and one-half (1.5) their hourly rate for all hours worked on the following holidays:

Martin Luther King Jr Day Starting 1/1/2024
Memorial Day
Juneteenth
Labor Day
Veterans Day
Thanksgiving
Christmas Day Starting 1/1/2024

Employees must work all scheduled shifts in the week preceding and following the holiday.

ARTICLE 16 JURY DUTY

Section 16.01: When an employee covered by this Agreement is called upon for jury service of any municipal, county, State, or Federal court, they shall advise the Employer immediately upon receipt of such notification. If the employee is thereafter taken from their work for such service, they shall be reimbursed to the extent provided herein for loss of wages resulting from performance of such service, provided that the employee shall

exhibit to the Employer all checks or vouchers received by them from any public agency for such jury service.

Section 16.02: The amount of jury pay shall be computed by first calculating the amount of pay the employee would have received (up to a maximum of forty (40) hours straight time in any week, or eight (8) hours straight time in any day) had they not been called for jury duty and by subtracting therefrom the amount received by the employee for jury service for the period covered by such calculation.

Section 16.03: To be entitled to such reimbursement the employee who reports for jury duty and who is excused within the normal hours of their regularly scheduled shift must report immediately to their Employer to determine if work is available to them.

ARTICLE 17 UNIFORMS

Section 17.01: The Employer shall furnish Concession department employees at least two (2) uniforms shirts, a baseball cap (to be worn indoors or outdoors) or beanie (to be worn outdoors only) and two (2) name tags. For the purposes of this article, "outdoors" shall include food carts. Employees working in indoor locations without functional heating systems shall be permitted to wear beanies. Employees may elect to wear a hair net instead of a baseball cap.

Section 17.02: The Employer shall furnish Warehouse department employees at least two (2) uniforms shirts, a baseball cap (to be worn indoors or outdoors) or beanie (to be worn outdoors only) and two (2) name tags.

Section 17.03: The Employer shall furnish Catering department employees two (2) shirts and two (2) black seasonal shirts and two (2) name tags.

Section 17.04: The Employer shall furnish culinary and stewarding employees a chef coat, chef hat and/or baseball cap to be laundered by the Employer.

Section 17.05: In the event the Employer requires items in addition to those listed above, the employees will be provided the items at the Employer's expense. For example, outer wear jacket, fleece jacket will be provided to employees required to work outdoors in cold weather.

Section 17.06: Employees will report to work in uniform.

Section 17.07: Employees required to launder and maintain their own uniforms shall receive fifty cents (\$.50) per day in addition to their pay.

ARTICLE 18 JOB VACANCY AND TRANSFERS

Section 18.01: Job vacancies shall be posted for seven (7) days to provide employees an opportunity to bid.

When skill and qualification are equal, the Employer shall award positions based upon seniority. Skill and qualification shall be assessed based upon interview results, disciplinary record, attendance, and previous related employment experience.

Upgraded employees shall have a trial period of thirty (30) scheduled shifts in the classification. During the trial period the employee may elect to go back to their old position, without loss of seniority and the Employer may return the employee back to the old position.

Section 18.02: Employees that are not selected for a posted position may request to meet with the hiring manager for the purpose of receiving feedback regarding the reasons they were not selected for the position.

Section 18.03: Employees expressing interest in any Cook classification will be interviewed by the Executive Chef and given the opportunity to demonstrate proficiency in the essential requirements of the job as described in the job description.

Employees that bid on and are not awarded their bid for a Prep Cook position because they were unable to demonstrate the required skill and qualifications to perform the position will receive feedback from the Executive Chef or the interviewing manager regarding the skills and qualifications that require improvement.

Section 18.04: An employee that bids on a Banquet Server position and is not awarded the position because they were unable to demonstrate the required skill and qualification to perform the position may request feedback from the Catering Manager or the interviewing manager regarding the skills and qualifications that require improvement.

Section 18.05: A seasonal employee is an employee that commits to be available for work from the earlier of their new hire date or May 15th through Labor Day.

At the conclusion of the summer season, seasonal employees that have fulfilled their summer seasonal commitment shall choose from the following options:

1. Voluntary resignation,
2. Seasonal layoff,
3. Remain active and available to work in accordance with scheduling guidelines.

At the end of the summer season, employees that elect a seasonal layoff will also indicate their interest in work opportunity for Zoo Lights (generally November 15 - January 15). On or before October 15 the Employer will contact these employees via e-mail, to the address on file, to provide a report work date. Employees that confirm that they will report to work in the manner designated by the Employer within one (1) week of the employer's email being sent will be scheduled to work before external new hires. Employees that do not respond by the applicable deadline shall be deemed to have voluntarily resigned.

On or before April 1, employees that elected seasonal layoff with no interest in work opportunity for Zoo Lights shall be contacted with their return to work date by e-mail to the address on file. Employees that confirm that they will report to work in the manner designated by the Employer within two (2) weeks of the Employer's email being sent will be scheduled before external new hires. Employees that decline the offer or do not respond by the applicable deadline shall be deemed to have voluntarily resigned.

ARTICLE 19
BANQUET EVENT RULES AND ADMINISTRATIVE
CHARGE DISTRIBUTION

Section 19.01: A banquet is any pre-arranged private function, including cocktail parties, which normally involves a set menu, one (1) check and a separate dining area. For such events, the Employer will assess an administrative charge of no less than twenty-one percent (21 %) of the total cost of the function.

Section 19.02: Effective July 1, 2023 sixty three percent (63%) of the administrative charge will be distributed to bargaining unit members based on their hours worked during the event that generated the administrative charge.

Effective July 1, 2024 sixty four percent (64%) of the administrative charge will be distributed to bargaining unit members based on their hours worked during the event that generated the administrative charge.

Effective July 1, 2025 sixty six percent (66%) of the administrative charge will be distributed to bargaining unit members based on their hours worked during the event that generated the administrative charge.

The employee share of the administrative charge will be distributed as follows:

- a. Eighty percent (80%) distributed to Banquet Servers, Banquet Captain, Banquet Bartender, Banquet Runner and Lead Banquet Runner that worked the event, based upon hours worked.
- b. Twenty percent (20%) distributed to Banquet Cooks, Banquet Cook Leads, Stewards, and Lead Stewards that worked the event, based upon hours worked.

Section 19.03: Gratuities from cash bars will not be subject to pooling and will be distributed at the discretion of the bartender working each bar.

Section 19.04: Each pay period; the Employer shall post a list of all employees that worked a banquet event. This list shall include the number of hours worked and the administrative charge distributed per hour worked.

ARTICLE 20 MISCELLANEOUS

Section 20.01: The Employer shall not contract out work performed by employees in classifications covered by this agreement, except that the Employer may utilize temporary agency workers and non-profit organizations only after all work has first been offered to all bargaining unit employees, to supplement the bargaining unit or subcontractors to facilitate unique products or services outside of daily operations.

Section 20.02: Whenever any change is made in the ownership of or management of the business, which will affect directly the bargaining rights of the Union, the Employer shall within thirty (30) days via certified mail, return receipt requested, notify the Union in writing of the change.

Section 20.03: To the extent permissible by law, this Agreement shall be binding upon both parties, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser or transferee. In the event of a sale or transfer of the business of the Employer, to the extent permissible by law, the purchaser or transferee shall be bound by this Agreement.

Section 20.04: The Union shall be permitted to post official signed notices on the union bulletin boards currently in use at the signing of this Agreement. The Union agrees that it shall not post or cause to be posted on such bulletin board, any documents containing inflammatory, scurrilous, or intemperate language or any language, picture, or symbol derogatory to the Employer, its clients, employees or its members, or in any way reflect upon the Employer, any of its employees or its members. Said area to be visible to all employees.

Section 20.05: Upon request of the Union, the Employer shall furnish a complete list of employees working in their establishment.

Section 20.06: A doctor's excuse is not required until after the employee has missed three (3) consecutive scheduled days of work due to illness or injury. Except for contagious diseases work/non-work related injuries, when a doctor's return to work date is necessary.

Section 20.07: This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this agreement or made during these negotiations not set forth herein

Section 20.08: In order to be binding on both parties, any agreement made by the parties subsequent to the signing of this Agreement shall be reduced to writing and signed by the Local Union Business Manager, and the Employer's Labor Relations Director or their designated representative.

Section 20.09: The Employer shall provide Workers Compensation Insurance and Unemployment Compensation Insurance. Upon request by the Union, the Employer shall advise the Union in writing of the Employer's Unemployment Insurance Account Number.

Section: 20.10: 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 (90) 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.

Section 20.11: Annual Employee Appreciation Event: The Employer shall hold an annual employee appreciation event.

Section: 20.12: Leads: All Leads must be available to work their assigned shift in its entirety. The Employer shall schedule leads in the following locations: Growlers front-of-house (1 Lead), Aviary front-of-house (1 Lead), Growlers back-of-house (1 Lead), Aviary back-of-house (1 Lead), and one (1) Roaming Lead in Carts/satellite locations. Beginning with Memorial Day and through Labor Day of each calendar year, the Employer shall schedule an additional Roaming Lead in Carts/satellite locations and an additional roaming front-of-house and back-of-house lead except in cases where staffing ratios are reduced due to weather or other circumstances that impact zoo attendance, in these instances, Management reserves the right to reduce the number of additional leads accordingly. If there are not enough leads available to cover a location, then the Employer shall designate the most senior and qualified employee available as a temporary lead. Employees shall receive lead pay for all hours worked in the temporary lead classification. Employees hired or promoted into the Lead classification shall be paid at the Lead rate, regardless of assignment.

Section 20.13: Training: The Employer shall conduct basic training of new employees, including, but not limited to guest experience, sanitation, equipment operation, dishwashing, radio etiquette, and recycling.

In addition to the basic training listed above, employees working in a culinary capacity shall receive training in safe operation of basic kitchen equipment, safe handling of knives, and basic food preparation.

In addition to the basic training listed above, employees working in a concessions capacity shall receive training on cash register operation and bussing.

Section 20.14: Communications: The Employer acknowledges its responsibility to provide clear and consistent communication regarding any changes in workplace policy or procedure.

Section 20.15: Shoppers:

Use of Shoppers

The Union recognizes that the Employer employs shopping investigators or “shoppers” (as that term is defined below) in its operations. The Employer’s purpose for using shoppers is to ensure quality of customer service, to ensure that proper procedure is being followed in cash handling and to ensure the integrity of cash transactions. The Union and the Employer agree on the following rules for the Employer’s use of shoppers and shopper reports:

- (a) Employees shall be informed during their training of the Employer’s use of shoppers. Employees shall also be informed of these rules with regard to the use of shoppers and of shopper reports.
- (b) “Shoppers” shall be defined as neutral unbiased third parties, who are specifically retained to monitor employee compliance with the Employer’s policies and procedures.
- (c) Shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. Shoppers shall not use methods which would intimidate employees. The Employer shall not employ shopping services which receive an additional fee for generating negative reports or pay their employees a fee or bonus for negative reports. The union shall be informed of the names of any shopping services retained by the employer.
- (d) Shopper reports shall not be used for any disciplinary purposes and shall not be placed in employee files except in cases where the Employer’s policies or work rules have been violated.
- (e) When shopper reports are generated, the Employer shall provide copies of the reports to the Union without any deletions.

ARTICLE 21 JOINT SAFETY AND HEALTH COMMITTEE

Section 21.1: The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end. The Employer and the Union agree that disrespectful and/or undignified treatment of employees by customers will not be tolerated. Employees shall contact their Supervisor(s)/Manager(s) to report disrespectful and/or undignified treatment by customers and the Supervisor(s)/Manager(s) will intervene and address the matter.

Section 21.2: The Union will encourage their members to work in a safe manner. The Employer agrees to provide a safe and healthful workplace, as required by law. Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer

Section 21.3: JOINT LABOR MANAGEMENT COMMITTEE:

The Employer and the Union will establish a joint labor-management safety committee. The Employer and the Union will each elect or appoint up to four (4) representatives (one (1) for catering, one (1) concessions, one (1) warehouse, and one (1) for culinary). The Committee will meet monthly. Employees shall be compensated for time spent at Safety and Health Committee meetings for up to two (2) hours per month, unless a longer meeting is mutually agreed upon.

Section 21.3.1: When appropriate and necessary, each month each supervisor shall hold an additional safety meeting with their staff to report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on their staff.

Section 21.4: SAFETY GUIDELINES:

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

Section 21.5: No employees shall operate any vehicle or machinery which does not comply with OR-OSHA or the laws of the State of Oregon.

Section 21.6: 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.

Section 21.7: 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.

Section 21.8: No employee shall be disciplined for refusal to violate OR-OSHA regulations or the laws of the State of Oregon. In accordance these laws, no employee shall be required to perform work that endangers their or any other employee's health or physical safety or under conditions which are in violation of health and safety rules. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

Section 21.9: If the Committee agrees in their report that hazards exist on a certain operation or operations, and these hazards are not corrected with three (3) days, then the Committee will have the authority to remove the employees from the job classifications in question. Employees being removed under these conditions may be transferred or will be paid their average earned rate until the hazards are corrected to the satisfaction of the Committee.

Section 21.10: Differences arising between the members of the Committee regarding the practice of safety and health may be taken up through the grievance procedure.

ARTICLE 22 HEALTH AND WELFARE

Section 22.01: Definitions:

Employees will be classified as either full-time employees or employees for health and welfare purposes. Full-time employees are those employees who are regularly scheduled or anticipated to be regularly scheduled to work thirty (30) or more hours per week.

Part-time employees are those employees who do not work or are not anticipated to work thirty (30) hours or more per week.

Full-time employees. A full-time employee is eligible for coverage on the first (1st) day of the month following sixty (60) days of continuous employment.

Part-time employees shall be eligible for benefits as follows:

- a. When they work an average of thirty (30) hours per week or more at any Levy location during the initial measurement period, twelve (12) months from date of hire, shall be eligible for benefits on the first (1st) of the month following completion of the initial measurement period.
- b. When they work an average of thirty (30) hours per week or more at any Levy location during the ongoing measurement period (October 2 through October 2) shall be eligible for benefits commencing on January 1 for the duration of the calendar year or the last day of the month following termination.

Employer administration of eligibility for medical benefits will be compliant with the provisions of PPACA.

Section 22.02: Medical:

The Employer will provide eligible employees the opportunity to enroll in medical insurance provided through an Employer sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the medical benefit for all of the Employer's employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st. Please refer to the Summary Plan Description for details of the plan(s).

Section 22.03: Employee Contributions:

Employee contributions for medical will be at the standard Employer rates and are subject to change from time to time in accordance with changes made for all of the Employer's employees or as required by law.

Section 22.04: Basic Life and Basic Accidental Death & Dismemberment (AD&D):

The Employer will provide eligible employees Basic Life insurance in the amount of ten thousand dollars (\$10,000.00) and will provide eligible employees short term disability in the amount of a \$250.00 weekly benefit for a maximum of twenty-six (26 weeks) in accordance with the eligibility requirements listed above for regular and variable employees. Coverage

is effective on the first (1st) day of the month following sixty (60) days of continuous employment and is one hundred percent (100%) paid by the Employer.

Section 22.05: Dental:

The Employer will provide eligible employees the opportunity to enroll in dental coverage provided through an Employer selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the dental benefit for all of the Employer's employees or as required by law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st. Please refer to the Summary Plan Description for details regarding the plan(s).

Eligible employees who elect to enroll in dental coverage will be responsible for one hundred percent (100%) of the premium.

Premiums are subject to change from time to time in accordance with changes made for all of the Employer's employees or as required by law.

Section 22.06: Vision:

The Employer will provide eligible employees the opportunity to enroll in vision coverage provided through an Employer selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the vision package for all of the Employer's employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st. Please refer to the Summary Plan Description for details regarding the plan(s).

Eligible employees who elect to enroll in vision coverage will be responsible for one hundred percent (100%) of the premium.

Premiums are subject to change from time to time in accordance with changes made for all of the Employer's employees or as required by law.

Section 22.07: Coverage While on Approved Leave of Absence:

Coverage shall be continued during a leave of absence as required by FMLA, USERRA, or other laws. Employee contributions, if any, must be continued in the same manner as when the employee was actively at work. Coverage will be cancelled if employee contributions are not paid.

Section 22.08: Health Care Flexible Spending Account (FSA):

The Employer will provide eligible employees with the opportunity to enroll in the Employer's Health Care Flexible Spending Account (FSA) effective the first day of the month following sixty (60) days of continuous employment. Employees may elect to deposit, through payroll deduction, on pre-tax basis into their FSA to pay for eligible, non-reimbursable health care expenses.

The plan design is subject to change from time to time in accordance with changes made for all of the Employer's employees or as required by law. Please refer to the Summary Plan Description for details regarding this plan.

ARTICLE 23 RETIREMENT

Section 23.01: The Employer will make the Employer's 401(k) plan available to employees who are covered by this Agreement no later than the 1st day of the month next following hire.

Section 23.02: Employer Contributions. The Employer will contribute sixty-nine cents (\$.69) an hour for all compensable hours. Covered compensation is defined as earnings during a plan year, including overtime, paid time off for vacations and holidays, commissions, etc., but excluding Employer contributions for benefits (i.e., group insurance, life insurance, etc.).

Section 23.03: Employee Contributions. Employees may elect to contribute additional money to the Plan via payroll deduction, in increments of one percent (1%) up to a maximum total contribution of fifty percent (50%) of their earnings.

Vesting: Employer contributions are immediately fully vested.

ARTICLE 24 SICK LEAVE

Section 24.01: Current employees accrue paid sick leave and may use it as it is accrued so long as they have worked a minimum of ninety (90) days. An employee that has satisfied this eligibility threshold is not required to reestablish eligibility in subsequent years.

New employees will begin to accrue paid sick leave on the employee's first (1st) day of work. Employees must work ninety (90) calendar days before they may use accrued sick pay.

Section 24.02: Employees accrue paid sick leave at a rate of one (1) hour of paid sick time for every thirty (30) hours worked (including overtime hours), up to a maximum of forty (40) hours per year.

Section 24.03: Paid sick leave may be utilized in increments of one (1) hour. Employees are required to utilize available sick pay to offset all hours up to the number of hours of the scheduled shift they called off. Employees may utilize up to a maximum of sick leave of forty (40) hours of paid sick leave in a calendar year. Employees may use paid sick leave for the following reasons:

- a. The diagnosis, care or treatment of the mental or physical illness, injury or health condition of the employee or the employee's family member, which includes the employee's spouse, domestic partner, parent, child, grandparent, grandchild and parent-in-law (including home care, preventive medical care like routine medical or dental appointments and pre-natal visits);

- b. To make funeral arrangements, attend the funeral or grieve for a family member, which includes spouse, biological, adoptive or foster parent or child, grandparent or grandchild, parent-in-law, or a person with whom the employee was or is in a relationship of in loco parentis, who has died.
- c. Issues related to domestic violence, harassment, sexual assault or stalking, including to seek legal or law enforcement assistance or remedies, medical treatment, counseling, the services of a victim services provider or to relocate or secure an existing home for the employee or the employee's minor child or dependent;
- d. The closure by order of a public official due to a public health emergency of the employee's place of business, or the employee's child's school or day care;
- e. To care for a family member (as defined above) whose presence in the community jeopardizes the health of others, as determined by a lawful public health authority or by a health care provider; and
- f. Where the Employer must exclude the employee from the workplace due to health reasons based on a law or regulation

Section 24.04: Sick pay is paid at the employee's regular rate of pay.

Section 24.05: Up to forty (40) hours of accrued paid sick leave may be carried over into the next year.

Section 24.06: Employees will not be paid for accrued sick leave upon termination of employment. Up to forty (40) hours of accrued paid sick leave may be carried over into the next year.

ARTICLE 25 SCHEDULING OF WORK

Section 25.01: In order to give employees as much notice as possible in the planning of their work schedule, the Employer shall post and email the full work schedule for each department fourteen (14) days in advance (Thursday no later than 11:59 pm) for the work week that begins on Saturday and ends on Friday. If required by law, the Employer shall post and email the full work schedule for each department fourteen (14) days in advance. The schedule shall be posted and shall include the first and last name of the employee being scheduled. If changes to the schedule are necessary, then it shall be the Employer's responsibility to notify the employee of such change. Administration of this provision shall be in compliance with the Oregon Predictable Scheduling Law.

If, after the following guidelines have been applied, there is an insufficient number of employees to work, the Employer shall contact employees on the offsite availability list. Any

remaining open positions will be filled by any other available means.

Section 25.03: Catering Department

a. In the event the Employer chooses to create an A-List in the Catering department the following scheduling guidelines shall apply:

A-List employees must be fully available for work in their classification. In return, the Employer commits to scheduling all A-List employees as close to forty (40) hours per week as business allows. The Employer shall make a reasonable effort to accommodate requests for time off, subject to business requirements.

- i. A-List employees will be assigned to shifts in their classification by classification seniority before B or C-List employees. An email notifying A-List employees of available shifts outside their classification will be sent on Friday by 11:59 p.m., five (5) days before the schedule is posted.
- ii. A-List employees must respond via email indicating the shifts outside of their classification they consent to work by Sunday at 11:59 p.m., three (3) days before the schedule is posted.
- iii. A-List employees that have demonstrated to the satisfaction of the Employer that they have the skill and ability to perform out of classification work will be scheduled for shifts out of their classification that they have consented to work by Company Employer seniority. An employee may change their consent to work out of classification monthly on or before the 21st of the month to be effective on the first posted schedule of the subsequent month. Employees will be paid the rate applicable to the out of classification work.

b. B-List employees must make themselves available to work a minimum of twelve (12) shifts per month.

- i. An e-mail notifying B-List employees of all available shifts, including the estimated start and end time, will be sent on Friday by 11:59 p.m., five (5) days before the schedule is posted.
- ii. B-List employees must respond via e-mail indicating the shift(s) they consent to work in their classification and if applicable, out of classification, by Sunday at 11:59 p.m., three (3) days before the schedule is posted.
- iii. Alternatively, B-List employees may provide the Employer with their standing availability for work in their classification and out of classification. Employees may update their standing availability monthly on or before the 21st of the month to be effective on the first posted schedule of the subsequent month.
- iv. B-List employees will be scheduled to shifts for which they have made themselves available in their classification before C-List employees.

- v. B-List employees that have demonstrated to the satisfaction of the Employer that they have the skill and ability to perform out of classification work will be scheduled for shifts out of their classification that they have consented to work by Employer seniority. Employees will be paid the rate applicable to the out of classification work.
 - vi. B-List employees that fail to make themselves available to work at least twelve (12) shifts in a month in a rolling twelve (12) months of active employment shall receive a written notice. Such notice will not constitute discipline.
 - vii. B-List employees that fail to make themselves available to work at least twelve (12) shifts per month for two (2) months during a rolling twelve (12) months of active employment will be moved to the bottom of the C-List for a period of two (2) months. While on the C-List for the two (2) month period, employees are only required to give availability as per C-List requirements.
 - viii. B-List employees that fail to make themselves available to work at least twelve (12) shifts per month for three (3) months during a rolling twelve (12) months of active employment will be terminated.
- c. Employees who are not classified as B-List shall be considered C-List.
- i. On or before the last day of each month, the Employer will e-mail C-List employees a projected calendar of events which shall include the type of service, the estimated total number of guests in house and mandatory event days contracted at that time.
 - ii. In addition, an e-mail notifying C-List employees of all available open shifts including estimated start and end time will be sent on Friday by 11:59 p.m., five (5) days before the schedule is posted.
 - iii. The C-List employee must respond via email indicating the shifts they consent to work in their classification and if applicable, out of classification, by Sunday at 11:59 p.m., three (3) days before the schedule is posted.
 - iv. C-List employees will be scheduled for shifts for which they have made themselves available in their classification based on seniority after B-List employees.
 - v. C-List employees that have demonstrated to the satisfaction of the Employer that they have the skill and ability to perform out of classification work will be scheduled for shifts out of their classification that they have consented to work by Employer seniority. Employees will be paid the rate applicable to the out of classification work.
 - vi. C-List employees must work at least one (1) shift every sixty (60) days, provided work is available. The first instance of a C-List employee failing to report to work one (1) shift in a sixty (60) day period, shall result in the employee being placed on the bottom of the C-List. The second consecutive instance of a C-List employee failing to work one (1) shift in a

sixty (60) day period shall result in termination of employment.

d. **PRIORITY EVENTS.** On an annual basis the Employer shall compile a list of priority events for the period June 1 - September 30 and provide said list of priority events to employees approximately two (2) weeks before March 1st. A priority event is defined as a single day event. Each year the Employer will compile a list of approximately 26 priority events, or a number of events equal to the number of "Oregon Zoo Summer Concerts".

On or before March 1, employees will complete and submit to the Employer a Priority Event form designating their preferred priority events by assigning each priority event a "1" most preferred, "2" less preferred and "3" least preferred.

Effective March 1, 2023, A-List employees must designate a minimum of thirteen (13) "1" priority events. B-List employees must designate a minimum of eleven (11) "1" priority events. C-List employees must designate a minimum of ten (10) "1" priority events. The Employer will assign employees to priority events based upon their preference, "1", "2" and then "3" in seniority order.

In the event an employee does not work the above specified number of priority events, except in the case of the employee's approved leave of absence, approved vacation, or illness or injury (when permitted by law, a physician certification may be required) the employee will be moved to the bottom of the applicable seniority list for a period of one (1) year. After this one (1) year period, employees that work the requisite number of events will return to their previous rank on the seniority list. Failure to work the specified number of priority events in the subsequent calendar year, except in the case of the employee's approved leave of absence, approved vacation, or illness or injury (when permitted by law, a physician certification may be required) will result in the employee being terminated.

e. **Pop Up.** A pop-up event is an event that goes under contract or has material changes after the schedule is posted. A-List, B-List, and then C-List employees that are not already scheduled for work during the hours of the pop-up event will be contacted via e-mail to work the pop-up event and scheduled as follows:

- i. When a pop-up arises seventy-two (72) or more hours prior to the event, the Employer will send a group email to Catering department employees that are not scheduled to work during the pop up, offering the pop-up shift(s). Employees will have twelve (12) hours after the email is sent to respond before the Employer schedules respondents for work by seniority (A-List, then B-List, then C-List) up to a maximum of forty (40) hours.
- ii. When a pop-up arises less than seventy-two (72) hours prior to the event, the Employer will send a group email to Catering department employees that are not scheduled to work during the pop up, offering the pop-up shift(s). The Employer will schedule employees in the order in which they respond up to a maximum of forty (40) hours.

Section 25.04: Scheduling: Catering, Concessions, Culinary, Stewarding, and Warehouse Department

Effective upon ratification of this agreement, Levy will replace the A-List, B-List, C-List system with Full-Time, Part-Time, and Flex-Time employees.

Effective upon ratification of this agreement the Employer shall create a full-time list and a part-time list, interested employees will bid onto the list and be selected based on classification seniority.

- i. Full-time - The Employer shall endeavor to schedule full-Time employees as close to forty (40) hours per week as business allows, one (1) of the shifts worked will include either a Saturday or Sunday. The Employer shall make every effort to provide Full-Time employees with a consistent schedule with consistent days off.
- ii. Part-time - The Employer shall endeavor to schedule part-time employees as close to sixteen (16) hours per week as business allows from March 1 - September 30th. Part-time employees from the timeframe of March 1 - September 30th must be available for a minimum of three (3) shifts per week two (2) of the shifts worked will include a combination of Friday, Saturday, and/or Sunday. The Employer shall make every effort to provide part-time employees with a consistent schedule with consistent days off from March 1 – September 30th. From October 1 – February 28 the Employer shall endeavor to schedule Part-time employees based on business needs for a minimum of one (1) shift per week, the employee’s availability must include at least one (1) day on either Friday, Saturday, or Sunday.
- iii. Flex-time - The Employer shall endeavor to schedule flex-time employees based on business needs for a minimum of one (1) shift per week, the employee’s availability must include at least one (1) day on either Friday, Saturday, or Sunday.
- iv. Employees will be scheduled in the following order: full-time, part-time, and flex-time.
- v. A “shift” shall be defined as a minimum of four (4) hours in duration. Employees sent home before the end of their shift shall be eligible for predictive scheduling pay in accordance with ORS 653.412 - 653.490 and OAR 839-026.

An employee may each February 1 and September 1 declare their availability to take effect the month after said declaration.

If a full-time employee chooses to move to part-time status at some point during the course of a calendar year, said employee may not move back or re-elect full-time status until the following March 1 or October 1. If a part-time employee chooses to move to flex-time status at some point during the course of a calendar year, said employee may not move back or re-elect part-time status until the following March 1 or October 1.

The following Employees: (Denna Davis, Rose Donovan, Camilla Frazier, Sam Ruibal) working at the Zoo prior to the ratification of this agreement who have stated that they are unavailable on weekends shall be permitted to work as Part-Time or Flex-Time employees without having to work on weekends.

Section 25.05: Staffing Levels

The Employer will staff at levels for each classification in accordance with the following:

- a. A satisfactory level of customer service in full consideration of the client and the guests;
- b. Reasonable standards of efficient and reasonable workload for employees employed within the classification, consistent with client requests.

Section 25.06: Unscheduled Absences

- a. Regular on time attendance is essential for the efficient operation of the business. Unscheduled absences adversely affect Client and customer satisfaction and creates a burden on co-workers.
- b. An unscheduled absence will be assessed whenever any employee fails to report to work as scheduled.
- c. Nothing in this Article is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), THE Americans with Disabilities Act (ADA) or Oregon Family Leave Act, or other applicable State or local law.

Effective, the first of the month following ratification, all employees shall be subject to progressive discipline after they have exhausted accrued sick leave as follows:

- Two (2) unscheduled absences: Counsel/Coach
- Three (3) unscheduled absences: First Written Warning
- Four (4) unscheduled absences: Final Written Warning
- Five (5) unscheduled absences: Termination

Unscheduled absences are tracked on a rolling twelve (12) month basis commencing with the first absence.

- d. When the unscheduled absence(s) is due to the employee's own illness or injury the absence shall not count as an unscheduled absence if the employee utilizes sick pay for all of the scheduled hours they are absent. In addition, an unscheduled absence(s) shall not count as an unscheduled absence if upon the employee's return to work the employee presents a physician's certification indicating that the employee was unable to work on the day of the unscheduled absence due to the employee's illness or injury.

ARTICLE 26 DISCIPLINE AND DISCHARGE

Section 26.01: The Employer shall establish and distribute work rules in an Employee Handbook. Copies shall be sent to the Union, including memorandums and new rules.

Section 26.02: No employee shall be reprimanded, disciplined, or discharged without just cause. All discipline will be administered by a non-bargaining unit supervisor or manager.

Section 26.03: The Employer shall make a good faith effort to administer disciplinary action within seven (7) days worked. In the event, the Employer is not able to meet with the employee because the employee is not scheduled to work in the next seven (7) days the Employer may administer discipline via the telephone and email or certified U.S. mail. Employees shall not be reprimanded or disciplined in the presence of other individuals, except for the authorized Union Representative and/or an Employer management representative.

Section 26.04: Disciplinary action(s) older than twelve (12) months, measured on a rolling twelve months worked basis, will not be taken into consideration for the purpose of progressive discipline, except in instances involving a violation of the Employer's Harassment Free Workplace policy, alcohol policy violations, or gross misconduct. Months worked shall be defined as any month in which the employee has made themselves available for a shift and has not been discharged or furloughed

Section 26.05: An employee discharged while on duty shall receive that day's pay except when an employee is discharged for just cause, in which case the employee will only be paid for hours worked.

Section 26.06: No employee shall be reduced in hours, compensation, or benefits as a form of disciplinary action, except for formal suspensions without pay.

Section 26.07: Any employee may request representation in an investigatory interview or in meetings in which the employee is called into the meeting to receive discipline.

ARTICLE 27 DURATION AND TERMINATION

Section 29.01: This Agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2026, and shall continue from year to year thereafter unless written notice of desire to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

It is further agreed that if an Agreement is not reached by June 30th in any given year and the parties continue negotiations beyond June 30th, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith.

For The Employer:

DocuSigned by:
Robert Ellis 7/12/2023
069962AD348F4C3...
Robert Ellis, Date
President of its General Partner

For The Union:

DocuSigned by:
Ryan Sotomayor 7/10/2023
AF7EDB873E8E452...
Ryan Sotomayor, Date
LIUNA, Local 483
Business Manager/Secretary-
Treasurer

DocuSigned by:
Dashiell Harrison 7/12/2023
8EDD2560DBA8495...
Dashiell Harrison, Date
LIUNA, Local 483
Field Representative

Side Letter

Mutual Arbitration Agreements

The employer agrees not to institute mandatory arbitration agreements with union member employees. Any Mutual Arbitration Agreements currently in force that were entered into with employees who were then-existing union members when they signed such agreements will be rendered null and void upon ratification of this the collective agreement. For the avoidance of doubt, the employer can and will continue to enter into Mutual Arbitration Agreements with new hire employees who are not yet union members and with non-union employees, and such agreements will remain valid. Mutual Arbitration Agreements are void for all terms and conditions of an employee's employment while they are represented by Laborers Local 483.

For The Employer:

DocuSigned by:
Robert Ellis 7/12/2023
069962AD348F4C3...

Robert Ellis, Date
President of its General Partner

For The Union:

DocuSigned by:
Ryan Sotomayor 7/10/2023
AF7EDB873E8E452...

Ryan Sotomayor, Date
LIUNA, Local 483
Business Manager/Secretary-
Treasurer

DocuSigned by:
Dashiell Harrison 7/12/2023
8EDD2560DBA8495...

Dashiell Harrison, Date
LIUNA, Local 483
Field Representative

SCHEDULE A

	7/1/2023	7/1/2024	7/1/2025
Job Classification			
Concession Cook	\$22.04	\$23.14	\$24.29
Lead Concession Cook	\$23.17	\$24.32	\$25.54
Prep Cook	\$20.91	\$21.95	\$23.05
Banquet Cook	\$21.19	\$22.25	\$23.36
Banquet Cook Lead	\$23.17	\$24.32	\$25.54
Steward	\$19.49	\$20.47	\$21.49
Lead Steward	\$20.62	\$21.65	\$22.74
Concession Stand Worker	\$18.93	\$19.87	\$20.87
Concession Stand Lead	\$21.47	\$22.54	\$23.67
Barista	\$18.93	\$19.87	\$20.87
Lead Barista	\$20.34	\$21.36	\$22.42
Warehouse Worker	\$21.47	\$22.54	\$23.67
Lead Warehouse Worker	\$24.01	\$25.21	\$26.47

	7/1/2023	7/1/2024	7/1/2025
Job Classification			
Banquet Bartender	*MW + \$1.00	*MW + \$1.00	*MW + \$1.00
Banquet Captain	*MW + \$1.75	*MW + \$1.75	*MW + \$1.75
Banquet Lead Runner	*MW + \$1.75	*MW + \$1.75	*MW + \$1.75
Banquet Runner	*MW	*MW	*MW
Banquet Server	*MW	*MW	*MW

* =Annual Increase based on Portland's published minimum wage CPI adjustment.

Ratification Bonus:

Employees who worked 1,560 or more hours from 4-21-2022-4-21-2023 **\$2,000.00**

Employees who worked 1,559 - 800 hours from 4-21-2022-4-21-2023 **\$1,500.00**

Employees who worked 799 - 225 hours from 4-21-2022-4-21-2023 **\$500.00**

Employees who worked 799 - 225 hours from 4-21-2022-4-21-2023 **\$500.00**

**LETTER OF AGREEMENT - Work Opportunity at the Oregon
Convention Center, PS and EXPO**

**Levy, operating at the Oregon Zoo
and
LIUNA, Local 483**

This letter will confirm that for the duration of the Collective Bargaining Agreement, the term of which expires on June 30, 2026, although not forming a part thereof, the parties reached the following agreement:

1. At new hire orientation the Employer will communicate information about off-site work opportunities at OCC, PS, and Expo to Oregon Zoo employees and provide a copy of the "Offsite Availability Form" as well as an electronic link to the "Offsite Availability Form".
2. Offsite shifts that arise at the OCC, PS, EXPO more than 48 hours before the start of the shift will be offered and awarded first to qualified OCC, P'S and EXPO home component employees that have expressed interest and then to qualified Oregon Zoo employees that have expressed interest on the "Offsite Availability Form" provided that employees accept the shift within twenty-four (24) hours. Shifts will be offered in Employer Seniority order.
3. The Employer is the sole judge of qualification.
4. The rate of pay will be determined by the wage scale in the controlling CBA where the work is performed.
5. The Employer shall maintain copies of email notifications and a log of telephone calls for thirty (30) days which shall include: employee name, date, time, and outcome of the call. Email notifications and logs of telephone calls shall be made available to the Union upon request.
6. Employees that are discharged for serious misconduct with just cause, at any Levy location will be discharged from all locations. Employees so discharged may contest the discharge under their home component's just cause and grievance and arbitration provisions. The employee's home component Union representative or steward will be afforded access to the off-site property under the terms of the off-site property's CBA.
7. Employees shall hold seniority standing at the home location only. Employees do not earn seniority standing at an offsite location, regardless of how many shifts they work at the off-site location.

8. Hours worked at any Levy_location will count toward eligibility for health benefits as defined by the home location CBA.

9. Hours worked at any Levy location shall be considered compensable hours for the purpose of contributions to the Levy 401k plan.

For The Employer:

DocuSigned by:
Robert Ellis 7/12/2023
069962AD348F4C3...
Robert Ellis, Date
President of its General Partner

For The Union:

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