

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-18**

For the purpose of ratifying the collective bargaining agreement with the International Union of Operating Engineers (IUOE), Local 701.

**WHEREAS**, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IUOE have negotiated in good faith; and

**WHEREAS**, the parties have reached an agreement for a three year collective bargaining agreement; and

**WHEREAS**, the Union membership duly ratified the collective bargaining agreement; and

**WHEREAS**, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission:

- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues, or her delegate, to execute the collective bargaining agreement and forward it to the Union for signature.

Passed by the Commission on October 3, 2012.

Chair

Approved as to Form:

Alison Kean Campbell, Metro Attorney

Secretary/Treasurer

By:

Nathan A. Schwartz Sykes, Senior Attorney

## MERC STAFF REPORT

**Agenda Item/Issue:** FOR THE PURPOSE OF APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING OFFICERS LOCAL 701

**Resolution No.** 12-18

**Presented by:** Mary Rowe, Metro Human Resources Director

**Date:** October 3, 2012

### **Background and Analysis:**

Bargaining began in May 2012. Tentative agreement was reached on the contract on August 8, 2012 and the Union has ratified the contract. The provisions in this contract continue efforts to bargain consistent language across the six MERC contracts and the two Metro contracts. Standard language around management rights, protected leaves, and health insurance are part of this agreement.

### **RESOLUTION:**

The major elements of the Agreement are as follows:

**Term of Agreement:** July 1, 2012-June 30, 2015.

**Wages:** Upon ratification of the contract by the Union and approval by the Commission, four (4) steps to the pay scale will be created whereby an employee advances through the steps based on tenure. Currently there is a single pay step for all bargaining unit members within a classification regardless of tenure. In addition a new classification will be created at a lower level so there will now be Operating Engineer I and Operating Engineer II classifications. The difference being that the Operating Engineer I's will not need to have an LME. Members will receive a 2.6% COLA based on their wages for 2012, 2.25% July 1, 2013 and 2.5% July 1, 2014.

**Insurance:** Metro will contribute 92% of the insurance premium costs per plan and employees will pay 8%. Currently non representatives pay 8% of their health insurance premium costs and represented employees pay 6%. Other bargaining units have negotiated this for future years. 701 will be the first to implement the 8% premium share.

**PERS:** Employees hired after January 1, 2013 will pay the employee portion of PERS. This is consistent with what is being negotiated with other bargaining units and Metro's overall strategy to maintain long term fiscal stability of personnel costs.

**Language Changes:** Significant language changes between the previous and proposed Agreement appear below.

**Sick Leave:** Call in was increased to 90 minutes.

**Shift Differential:** Language was changed so that employees receive the shift differential only for hours worked on swing shift.

**Personnel File:** New language was negotiated that allows retention of disciplinary documents for more egregious misconduct for an additional two years.

**Other Leaves:** Obsolete leave language was replaced so that family and military leave follow applicable state/federal law.

**SHORT RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement are within budgeted amounts for FY 11-12 and within parameters approved in the Commission budget.

**LONG RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

**RECOMMENDATION:**

Staff recommends approval of Resolution 12-18.

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COLLECTIVE  
BARGAINING  
AGREEMENT

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METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 701, AFL-CIO

Effective July 1, 2012 – June 30, 2015

NOTE - Will update page #'s when final

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## PREAMBLE

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION RECREATION COMMISSION, hereafter referred to as the "Employer," METRO, and INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 701, AFL-CIO, hereafter referred as the "Union", for the purpose of governing the wages and related fringe benefits of employees covered by this Agreement for the term specified herein.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

For purpose of ratification of this Agreement, changes in this Agreement, or strike votes, full-time and part-time employees are considered separate bargaining units.

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

## ARTICLE 1: BARGAINING UNIT

Employees covered by this Agreement shall be full-time and part-time maintenance and operating engineers and electricians performing work incidental to heating, air conditioning, ice-making, refrigeration, plumbing and electrical, and general maintenance of such equipment, all as may be directed by the Employer at any of its facilities including, but not limited to, Portland Metropolitan Exposition Center, the Oregon Convention Center, and the Portland Center for the Performing Arts which includes the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall. The job classifications covered by this Agreement shall be Operating Engineer I, Operating Engineer II, Lead Operating Engineer, Electrician, Lead Electrician, Apprentice Engineer and Apprentice Electrician, or such equivalent job classifications as may be applicable. Nothing in this Article or in this Agreement shall restrict or limit the Employer's right to contract or subcontract with respect to the maintenance or repair of equipment as it may deem necessary.

## ARTICLE 2: DEFINITION

- A. Probation: New hire p~~Probationary initial~~ and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. ~~Promotional probationary employees shall return to~~

~~their former classification and rate of pay if they fail to complete their probation, without recourse to the grievance procedure. Provided there is no pending disciplinary action and the position is still available, Union employees promoted to non-Union positions may voluntarily return to their Union position in the previously held classification at the same step in their range and pay at any time during the promotional probation period. If an employee has not completed probation in their previously held position, they must do so. Such voluntary return shall not reflect discredit on the employee. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.~~

~~B. Part-time: A position in which the daily, weekly, or monthly hours are less than the hours established for full-time positions. No part-time employee will be allowed to work greater than 1,040 hours per fiscal year or 24 hours per work week. Part-time employees only will be scheduled in accordance with the following criteria: the event driven needs of the facility. Part time employees will be scheduled by venue, skills, qualifications and seniority specific to the assignment. No part-time employee will be allowed to work greater than 1,040 hours per fiscal year or 24 hours per work week.~~

~~Lack of availability for onethree (13) consecutive months, without mutual consent, will result in the part-time employee being moved to the bottom of the call list for onethree (13) months.~~

~~C. Full-time: A position which is designated as full-time in the adopted Commission budget and which typically consists of forty (40) hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day.~~

### ARTICLE 3: MANAGEMENT RIGHTS

~~Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management of MERC functions, direction and control of its workforce, facilities, properties, and activities. Rights of management shall include, but not be limited to: the right to direct the activities of the workforce, determine the level of service and method of operation and introducing new processes or procedures; hire, promote, demote, transfer, assign, reassign employees; discipline employees consistent with this Agreement; to lay off employees; schedule work; to complete performance evaluations; to~~

classify, reclassify or merge positions as required; to make, publish and enforce rules and regulations, including personnel and work rules and policies that do not violate any specific provision of this Agreement

The employer shall have and retain the sole responsibility for the management and operation of all MERC functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- A. Determining MERC's mission, policies, and all standards of service offered to the public and other local governments;
- B. Planning, directing, controlling and determining the operations or services to be conducted by employees of MERC;
- C. Determining the methods, means, and number of personnel needed to carry out any department's mission;
- D. Directing the work force and issuing or changing work orders and rules.
- E. Hiring and assigning or transferring employees within or between departments;
- F. Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- G. Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- H. Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.
- I. Introducing new or improved methods, equipment or facilities.
- I. Completing performance evaluations of employees as required; and
- K. Classifying, reclassifying or merging positions as required.



These rights are diminished only by the law and this Agreement.

**ARTICLE 4: UNION MEMBERSHIP AND REPRESENTATION**

- A. Membership or non-membership in the Union shall be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.
- B. The Employer agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair share for non-union employees shall be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law. The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.
- ~~C. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.~~
- C. Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union or the amount of fairshare determined by application of Article 4, Section B of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

- D. Provided the employee has provided a signed authorization, the effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.
- E. The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's implementation of this Article. In the event any decision rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.
- 1) Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be updated as necessary.
  - 2) Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
  - 3) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
  - 4) A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.
  - 5) Internal union business shall be conducted by Stewards and employees during their non-duty time.
  - 6) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
  - 7) All matters relating to contract negotiations will be performed on the employee's own time.

8) Employees elected/appointed to official positions, stewards and/or other representatives may use Metro's e-mail system to conduct Union business for the purposes of:

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

b. Notifying IUOE 701 represented employees of meetings and scheduled meetings (date, time, place and agenda).

F. The Employer agrees that accredited representatives of the Union, upon reasonable and proper advance notice, shall have reasonable access to work premises during working hours for the purpose of assisting in the administration of this Agreement; provided, that they do not interfere or cause workers to neglect their work, and/or interfere with activities or events in progress, or administrative or security functions, parking functions and/or any other building activity that would otherwise be interrupted by their activities and such activities shall be restricted from the Employer's facilities when Union representatives are on duty as an employee of MERC.

G. Hiring

1) All full-time open positions shall be posted on the job opportunities posting board and sent to the union for general and target area recruitment.

2) The hiring process shall include the lead person from the facility in that classification.

#### ARTICLE 5: NO STRIKE OR LOCKOUT

A. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of MERC. During the term of this Agreement neither MERC nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

B. If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work

stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section A. above to return to work.

## ARTICLE 6: WAGES

For the term hereof, the Employer will abide by the wages specified in Exhibit "A" of this Agreement with respect to the job classifications covered by this Collective Bargaining Agreement.

A. For those employees hired prior to the first day of the pay period immediately following ratification of this contract they will move to Step 2 of the pay scale in Exhibit A effective the first day of the pay period immediately following ratification of the contract. Effective July 1, 2013 they will move to step 3 of the attached pay scale, and effective July 1, 2014 they will move to step 4 of the attached pay scale.

All those employed as Operating Engineers as of the first day of the pay period immediately following ratification will move to the job classification Operating Engineer II. Those currently employed as of this date that do not have a Limited Maintenance Electrician (LME) license will be grandfathered in to the Operating Engineer II classification pay range.

B. For those employees hired on or after the first day of the pay period immediately following ratification of the contract they shall start at Step 1 of the attached pay scale.

These employees will be placed at the next step in the salary range after successful completion of a six (6) month probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) step in the salary range until the employees reaches the top step.

- ~~A. Wages will be increased 1% in year one of the successor Agreement. Effective July 1, 2010 wages will be increased 2% and effective July 1, 2011 wages will be increased 3%.~~
- ~~B. Wages for the Lead Engineer and Lead Electrician will be at least 7% higher than the day shift Journeyman wage within that classification beginning July 1, 2009 and as of July 1, 2010, 10% through the term of the contract.~~

#### ARTICLE 7: OVERTIME

The workweek is defined as seven (7) consecutive calendar days beginning at 12:01 am on Thursday and ending on the following Wednesday at 12:00 midnight. A workday is the twenty-four (24) hour period beginning at 12:01 am each day and ending at 12:00 midnight.

All employees shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours in any workday, or forty (40) hours in any workweek. Overtime compensation shall be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked.

#### ARTICLE 8: HEALTH AND WELFARE BENEFITS

- ~~A. During the term of this Agreement the Employer will pay the following amounts for medical, dental, and vision plans provided by an HMO and/or indemnity carrier:~~
- ~~(a) Effective upon ratification of the successor Agreement, the Employer shall contribute up to Nine hundred and twenty three dollars (\$923.00) employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.~~
  - ~~(b) Effective July 1, 2010, the employer shall contribute up to One thousand sixteen dollars (\$1,016) per employee per month for the medical, dental and vision plans provided by an HMO and or indemnity carrier.~~
  - ~~(c) Effective July 1, 2011, the employer shall contribute an amount not to exceed the amount provided for in the Metro AFSCME 3580 Collective Bargaining Agreement in effect during this time period per employee per month for the medical, dental and vision plans provided by an HMO and or indemnity carrier.~~

~~B. Life insurance, dependent life, accidental death and dismemberment, and long term disability coverage shall be provided to all employees who enroll in the Metro plan. Such coverage will be provided at no cost to the employee unless adjustments are made by the joint committee to keep medical, dental and vision costs below the cap for that coverage pursuant to Section C of this Agreement.~~

~~A joint Labor Management committee comprised in accordance with adopted by laws shall review health, dental and vision insurance plans and costs. Metro shall make available to the committee current information regarding insurance premium rates and projected costs; as such information becomes available to Metro. The committee shall meet regularly to consider adjustments to benefits or coverage in accordance with the specified Employer contributions for each year of the Agreement. Each employee shall contribute a portion of the premium to make up the difference between Metro's contribution as defined in this Agreement and the cost of health insurance as dictated by the provider's rates.~~

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~~An authorized meeting of the JLMC/Health and Welfare shall be comprised as provided in the committee's by laws. The committee shall make plan design recommendations to the Metro Human Resources Director and the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in Section A of this Agreement.~~

~~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 remedies available under law including mediation and fact finding.~~

~~Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self insure or to reduce employee's out-of-pocket costs in the event Metro does not decide to self insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management Benefits Committee.~~

~~Health benefits will be funded to the limits listed. Should Metro choose to fund the AFSCME 3580 group at a higher level, then such new level will be applied equally to this contract.~~

A. 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 the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to serve and vote on the Joint Labor-Management Committee on Health Benefits.

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

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary.

B. Benefit Eligibility: Full-time employees working forty (40) hours a week are eligible for benefits. Eligibility will begin on the first of the month following thirty days of employment for all benefit eligible employees who elect to participate in one of the Metro plans.

C. Premium Sharing: Beginning January 1, 2013, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee.

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

Metro agrees to pay an amount up to \$150 per month to full-time employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

D. Plan Changes: If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a

plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at 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 Metro operate outside of the health insurance plan structure which it is offering employees.

- E. Life, Long Term Disability and Accidental Death and Dismemberment Insurance: Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit eligible at no cost to the employee.

(Article 26 Employee Assistance Program inserted as "F")

- F. The Employer shall provide an employee assistance program (EAP) to benefit eligible employees at no cost to the employee ~~an employee assistance program.~~

#### **ARTICLE 9: EFFICIENCY OF OPERATIONS**

It is jointly recognized that the successful operation of the Employer's facilities requires a coordination of work activities, active cooperation between employees and groups of employees, and does not lend itself to a rigid application of what may be traditional craft or jurisdictional lines. It is also jointly recognized that there may and will be a certain degree of overlap in work functions between employees covered by this Agreement and other groups of employees and that employees covered by this Agreement may be directed to perform work in areas other than their usual duties or be assisted by other employees or groups of employees. The overall efficiency and economy of operations of the Employer's facilities shall be the controlling factor in all instances.

#### **ARTICLE 10: SENIORITY**

- A. For both full and part-time employees ~~seniority~~ shall be computed from date of hire into a represented IUOE 701 classification within the assigned facility. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff shall be calculated as the total time from the original appointment in the bargaining unit.



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

C. ~~Seniority shall be continuous service in the bargaining unit. Time spent on approved leave or as a result of an on-the-job injury or illness shall not be considered a break in service. Time spent on leave without pay as specified in Article 17, Section ~~F-D~~ shall be considered a break in service. Seniority shall not accrue during a break in service but will continue to accrue upon return from a break in service.~~

D. Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. ~~The MERC General Manager of Visitor Venues, Metro~~ shall determine the number and classifications to be laid off. All temporary, seasonal, part-time and probationary employees within the classification within the assigned facility selected for layoff shall be laid off prior to any layoff of permanent employees within the classification within the assigned facility. For purposes of this Article, "facility" is defined as follows:

- 1) Oregon Convention Center
- 2) Portland Center for the Performing Arts
- 3) Portland Exposition Center

The term "assigned facility" as used in this Article, means the facility where an employee predominantly reports for his/her shift while filling a budgeted full-time position at that facility.

E. In the event of a layoff, Employees will be laid off by classification within a facility, with the least senior employees laid off first based on total Commission service within the bargaining unit. Employees shall be given thirty (30) days notice of layoff in writing. Employees given notice of layoff shall within ten (10) working days:

- (1) Accept demotion to a former bargaining unit classification previously serviced within the facility, including bumping the least senior employee in that former classification; or

- (2) Apply for appointment to a vacant Commission position for which the employee meets the minimum qualifications. The best qualified employee given notice of layoff shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

F. ~~Seniority for Part-time employees is established by date of hire by venue.~~

#### ARTICLE 11: SHIFT HOURS

- A. Notice of change in shift starting times or days off will be given ~~seven (7)~~ three (3) calendar days before the change becomes effective. This notification requirement will not apply to those situations involving unforeseen rescheduling of events, or a voluntary request for rescheduling made by an employee. An employee shall not be scheduled with split days off.
- B. It is understood that for full-time employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. At the manager's discretion and based on operational needs, employees will may be required to be remain on-site and be on call during their lunch period. If an employee is required to stay on site and be on call the and be on-call to duty during their lunch period. These employees will be provided a thirty (30) minute lunch period on the Employer's time will be considered paid time. Otherwise it will be an unpaid thirty (30) minute lunch period. For positions at Expo at the manager's discretion and based on operational needs, employees may be allowed to take an unpaid thirty (30) minute lunch period and leave the work site.
- C. An employee who starts a shift between 2:00 PM and 04:00 AM shall receive shift differential pay of ~~one dollar and fifty five cents (\$1.55)~~ per hour for all hours actually worked beginning upon ratification of the successor Agreement. Effective July 1, 2010, the shift differential shall increase to one dollar and sixty cents (\$1.60) per hour for all hours actually worked, and on July 1, 2011 it will increase to one dollar and sixty-five cents per hour (\$1.65) in addition to the regular hourly rate for all hours worked between 2:00 PM and 4:00 AM. Shift differential pay shall not apply when the employee is on a leave with pay.
- D. Part-time employees are not eligible for shift differential.

ARTICLE 12: REPORTING TIME/OFF-DUTY CALLS

- A. Telephone calls by managers received at home to off-duty employees shall be compensated at a minimum of one (1) hour at the regular rate of pay for the first call within a 24-hour period. Subsequent calls within the same 24-hour period will be compensated in fifteen (15) minute increments, unless called to report to work. If An employee who responds to an emergency call by actually reporting for duty on the Employer's premises, the employee will receive a minimum of four (4) hours pay or compensatory time at the overtime rate.
- B. An employee who is mandated by management to carry a pager and/or cell phone on their off duty time shall receive on-call pay equivalent to one (1) hour of straight time pay per day the pager and/or cell phone is mandated to be carried.

ARTICLE 13: CLOTHING ALLOWANCE

- A. ~~Full-time~~ employees covered by this Agreement will receive three sets of uniforms per fiscal year including shirts and pants. The Employer will also provide one Carhart or equivalent quality jacket per contract. Subject to the Employer's approval, replacement items will be provided as needed. ~~The Employer will provide all safety and rain gear as needed.~~
- B. Upon presentation of an original receipt of purchase, full-time ~~employees~~ covered by this Agreement will be reimbursed up to one hundred and ~~four~~ twenty five dollars (\$~~125~~04) per fiscal year ~~upon receipt of purchase for~~ quality work shoes or orthotics. Employees are expected to wear these shoes or orthotics on the job except where the law requires the wearing of steel-toed shoes.
- ~~B.C.~~ The Employer will provide all safety and rain gear to be stored and used on site as needed.
- ~~C.D.~~ Part-time employees will be furnished with ~~Management will furnish~~ two shirts per contract ~~to part time employees.~~

**ARTICLE 14: VACATION**

A. Vacation leave with pay for full-time employees shall accrue at the rate shown below:

Total Years of Service	Accrual Rate at 24 Pay Periods Per Year	Vacation Rate Per Year
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

<u>Accrual of Hours at 24 Pay Periods/Year</u>	<u>Total Years of Service</u>	<u>Vacation Hours</u>
<u>3.34</u>	<u>0 through 4</u>	<u>80</u>
<u>5.00</u>	<u>5 through 9</u>	<u>120</u>
<u>5.84</u>	<u>10 through 14</u>	<u>140</u>
<u>6.67</u>	<u>15 through 19</u>	<u>160</u>
<u>7.50</u>	<u>20 through 24</u>	<u>180</u>
<u>8.34</u>	<u>25 or more</u>	<u>200</u>

B. Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250 hour cap, the employee will schedule such time off pursuant to Section C of this Article.

~~Vacation Accrual. Employees will not be allowed to accrue more than two hundred fifty (250) hours of vacation leave. Vacation leave beyond two hundred fifty (250) hours will be lost, unless reasons for an exception receive approval by the Department Head and General Manager.~~

~~Accumulations must be within stated limits as of June 30 each fiscal year. Excess vacation accruals will be lost if not used by June 30, unless reasons for an exception receive approval by the department head, facility director, and General Manager.~~

C. Employee Scheduling of Vacations. Vacation requests shall be submitted through the supervisor and approved by the Department Head on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. Vacation

requested shall be processed within two (2) weeks and if a vacation request is denied the employee shall be informed in writing.

D. Employees are responsible for managing their vacation accruals. Scheduled vacations may not be taken if vacation accruals are unavailable or insufficient at the time of leave.

~~D.E.~~ Management will post changes in vacation procedures, policies, black-out dates or guidelines in a timely manner.

E.F. Vacation Pay upon Termination. A full-time employee who has successfully completed his/her initial probationary period, has been appointed to regular status and is separated from the Commission, shall be entitled to payment for accrued vacation leave, including personal days accrued as vacation. In no case shall payment be for more than the maximum accumulation.

#### ARTICLE 15: HOLIDAY

A. The following shall be considered holidays for full-time employees. Personal days (~~No. 10 below~~) cannot be utilized by employees in their initial probationary period.

- (1) ~~New Years Day~~ ————— ~~January 1~~
- (2) ~~Martin Luther King Day~~ — ~~Third Monday in January~~
- (3) ~~President's Day~~ ————— ~~Third Monday in February~~
- (4) ~~Memorial Day~~ ————— ~~Last Monday in May~~
- (5) ~~Independence Day~~ ————— ~~July 4~~
- (6) ~~Labor Day~~ ————— ~~First Monday in September~~
- (7) ~~Veteran's Day~~ ————— ~~Nov. 11~~
- (8) ~~Thanksgiving Day~~ ————— ~~Fourth Thursday in November~~
- (9) ~~Christmas Day~~ ————— ~~December 25~~
- (10) ~~Three (3) Personal Days~~ — ~~Open~~

<u>New Year's Day</u>	<u>January 1st</u>
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
<u>President's Day</u>	<u>Third Monday in February</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4th</u>
<u>Labor Day</u>	<u>First Monday in September</u>

<u>Veteran's Day</u>	<u>November 11th</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Christmas Day</u>	<u>December 25th</u>
<u>3 Personal Days</u>	<u>To Be Scheduled</u>

- B. Full-time employees shall receive eight (8) hours of straight time pay for each holiday enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee  
~~Employees who work on a holiday shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.~~  
Part-time employees who work on a holiday shall receive one and one-half (1 ½) time compensation for the time worked.
  
- C. ~~The personal days must be used within the fiscal year in which they accrue.~~  
 Employees hired before November 1 will receive three (3) personal days in that fiscal year. Employees hired after November 1 and before December 24 will receive two (2) personal leave days in that fiscal year. ~~Should no vacation hours be taken within the fiscal year, the three (3) personal days will be lost.~~ Subject to the needs of the employer, personal days may be granted with less than twenty-four (24) hours notice. In the case of an emergency, same day approval may be granted with Supervisor's approval. An employee can use personal ~~holiday~~ hours in no less than four (4) hour blocks of time. All personal days must be used within the same fiscal year in which they accrue. Any personal days not used by June 30 will be lost.
  
- D. Holidays which occur during vacation or sick leave shall not be charged against such leave.
  
- E. With the exception of personal days, the holidays listed above in Section A (1-9) shall start at 12:01 a.m. and end 12:00 midnight on the actual day of the holiday.
  
- F. If the Employer requires that an employee work a full shift on a holiday, such work assignment shall be rotated amongst employees in the same classification qualified to perform the work required. This section shall not apply to overtime assignments or emergencies that arise during a holiday.

**ARTICLE 16: SICK LEAVE**

- A. Full-time B bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked paid and accrued in an unlimited

amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) days of employment with the Employer. Employees are eligible to use sick leave for the following reasons:

- (1) Personal illness or physical disability.
- (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
- (3) Medical appointments and office visits.

Employees unable to report to work due to illness shall report the reason for the absence to their supervisor ~~at least one (1) hour~~ ninety (90) minutes prior to the scheduled beginning of their shift. Sick leave with pay may not be allowed if such report has not been made. The supervisor may require sick leave beyond three (3) days or more to be supported by a physician's statement attesting to the illness.

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

~~B. Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding twenty (20) percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid. The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:~~

During periods when an employee is receiving time loss payments from worker's compensation the employee shall receive only the paid sick leave, if any, to bring the employee to full net take-home pay for the pay period.

MERC may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding five (5) percent gross wages until the total overpayment is recouped, or MERC and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

- C. Sick leave shall not continue to accrue during periods of disability or leave unpaid by the Employer.
- D. Full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange of eight (8) hours of sick leave at the end of the fiscal year.

#### **ARTICLE 17: OTHER LEAVES**

- A. ADA and Family Medical Leave: Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees.

During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees must use accrued or accumulated paid leave time including sick, vacation and personal days prior to entering an unpaid leave of absence. The employee may choose the order in which they use their paid leave accruals during approved family leave time. An employee may retain up to twenty-four (24) hours of sick leave prior to entering in to an unpaid status.

If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee may elect COBRA if he/she wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law.

- A.B. Bereavement Leave:- An employee absent from duty by reason of the death of his or her spouse, legal-domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, relatives of domestic partners that are equivalent to those in-laws, or other household member



shall be allowed three (3) days time off duty which shall not affect accrual of vacation or sick leave. Additional leave may be granted upon approval and aAny additional time off will be charged against accumulated sick leave.

~~Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation. Subject to the needs of the operation, a full-time employee may be given four (4) hours time off with pay to attend a funeral ceremony for a co-worker within their own facility.~~

C. Jury Duty: Employees shall be granted a paid leave of absence for time off for jury service, or as a result of service upon the employee of a lawful subpoena requiring his/her appearance in a court of law. Any jury or witness fees will be endorsed over to Metro. In the event that an employee is excused from jury duty prior to the end of his/her daily work shift, the employee shall promptly return to work.

Employees shall not be eligible for leave with pay under 17.C 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 employee. The employee is entitled to use any accrued vacation in these circumstances. Union related arbitrations are exempt if they occur on an employee's regularly scheduled work day

B.D. Leave without Pay:- All ~~non-probationary permanent~~ full-time employees may be granted leave of absence without pay and ~~without employee~~ benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer.

All requests for leave of absence without pay shall be in writing, shall be directed to the department manager and shall contain reasonable justification for approval. All requests and approvals shall be in writing and shall be filed in the Metro Human Resources Department. Requests of less than ten (10) calendar days may be approved by the Department Director. ~~Such~~ This leave may be extended ~~once~~ by the ~~Facility~~ Director for ~~an~~ up to an additional ~~six (6) months~~ ninety (90) days. All requests for leave beyond ninety (90) days and up to six (6) months must be approved by the General Manager of Visitor Venues, Metro. ~~of absence without pay shall be in writing, shall be directed to the department manager and shall~~

contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Manager. Both the request and the General Manager's approval of the request shall be in writing and shall be filed in the Office of Personnel.

-The employee may elect to continue employee coverage and benefits; however, premiums for such extended coverage and benefits shall be paid by the employee. Any and all such extensions of coverage and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

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

~~C. Employees shall be granted a paid leave of absence for any time required by law for military service not to exceed fifteen (15) days in a calendar year, jury service, or as a result of service upon employee of a lawful subpoena or required court appearance in a work-related matter. Any jury or witness fees or mileage will be endorsed over to the Employer.~~

~~D. Family Leave.~~

~~Section 1. Employer shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act ("FMLA") and The Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by law and in MERC's Personnel Policies.~~

~~Section 2. Any subsequent changes in the OFLA, FMLA or applicable OFLA, FMLA provisions of the MERC's Personnel Policies will be incorporated into this Agreement.~~

~~Section 3.~~

~~During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees may use accrued or accumulated paid leave time, including sick, vacation, personal holiday leave or unpaid leave. The~~

employee may choose the order in which to use their paid leave accruals during approved family leave time.

## ARTICLE 18: RETIREMENT

~~Employees working 600 or more hours per calendar year shall participate in the Public Employees Retirement System (PERS) as provided under the Oregon Revised Statutes. The Employer shall be responsible for all contributions to PERS.~~

During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions.

For all employees hired prior to January 1, 2013 Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions. Any employees hired January 1, 2013 or thereafter the employee will pay the entire six (6) percent of base salary employee contribution through payroll deductions.

Unused accrued hours of sick leave will be reported to PERS at the time an employee separates from employment with Metro.

## ARTICLE 19: MAINTENANCE OF STANDARDS

### **Section 1.**

The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement shall be maintained at not less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

### **Section 2.**

This article of the Agreement shall not apply to inadvertent or bona fide errors made by Metro or the Employer. Any disagreement regarding errors shall be resolved through the grievance process.

## ARTICLE 20: DISCIPLINE

A. No employee may be disciplined or discharged without just cause.

- B. No employee shall be denied representation in any investigation that may result in disciplinary action.
- C. If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.
- D. Disciplinary actions shall include only the following: Oral or written reprimand, suspension, reduction in pay, transfer, demotion and/or dismissal from employment. Any of these disciplinary actions may be utilized. It may not be necessary in every circumstance that the discipline be taken progressively.

**ARTICLE 21: GRIEVANCE PROCEDURE**

- A. A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. In order to resolve workplaces issues the employee alone or with a Union representative is encouraged to meet with the immediate supervisor to discuss a possible resolution. If the issue is not resolved, the grievance shall proceed to Step 1. The following shall constitute the grievance procedure steps: Grievances may be initiated and pursued in the following manner:

Step 1 An employee may present a grievance, in writing to the employee's immediate ~~manager supervisor~~ and the MERC Human Resources ~~Manager~~ for adjustment within ~~seven~~ fifteen (15) calendar days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than ~~seven~~ fifteen (15) calendar days after receipt of the written grievance.

Step 2 If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance shall again be submitted, in writing, by a Union representative or affected employee to the Director of Operations and ~~MERC Human Resources Manager~~ within ~~twenty one~~ fifteen (15) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time provided to

processing of the grievance in Step 1 of this procedure. A written statement of the grievance shall be signed by the aggrieved employee and by a Union representative, and shall include a statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested. The Employer shall respond to the written grievance, in writing, within ~~fourteen~~fifteen (14/15) days of its receipt.

Step 3 If the grievance is not settled, the affected employee or union representative may within fifteen (10/15) calendar days of the Employer's Step 2 response, or the date the response was due, refer the grievance to the ~~General Manager~~Facility Director or designee. The ~~General Manager~~Facility Director shall respond within ~~ten~~fifteen (10/15) calendar days of receipt of the grievance.

Step 4 ~~If the grievance is still unsettled, the Union may, within ten (10) calendar days of the Employer's Step 2 response, or the date such response was due; refer the grievance to a Board of Adjustment, which shall convene to hear the matter.~~

~~The Board of Adjustment shall consist of two (2) members designated by the Union involved, and two (2) members designated by the Employer. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from the department or local Union involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the department involved, or the General Manager.~~

~~The Board of Adjustment shall decide the issue by majority vote of its members within three (3) working days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.~~

If the grievance is not settled, the affected employee or union representative may within fifteen (15) calendar days of the Employer's Step 3 response, or the date the response was due, refer the grievance to the General Manager of Visitor Venues or designee. The General Manager of Visitor Venues or designee shall responds

within fifteen (15) calendar days of receipt of the grievance.

Step 5 If the grievance is still unsettled ~~by reason of a Board of Adjustment deadlock,~~ the Union may within ~~ten-fifteen (10/15)~~ fifteen (15) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step 3, shall notify the Employer and the Metro's Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Metro, Employer and the Union. In order to advance the grievance the Union shall request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen (15) calendar days from the request for arbitration. Upon receipt of the list of arbitrators within fifteen (15) days both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Either party shall have the right to reject one list in its entirety. Both Metro and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party which incurs them. The designated arbitrator shall conduct a hearing, and then issue a decision which shall be final and binding on the Employer, the Union, and all involved employees. The arbitrator shall not have jurisdiction or authority to: add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Step 4 within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis. The Employer, Metro, and the Union may, by

mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

- B. The Employer or its designee(s) shall meet at mutually convenient times with the Union.
- C. Time Limits. The time limits of this grievance and arbitration procedure shall be adhered to strictly. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available. The parties will make best efforts to schedule arbitration within six (6) months of selecting an arbitrator.
- D. Extension of the Time Limits. The time limits of this grievance and arbitration procedure may be extended by mutual Agreement, in writing, between the parties. Providing that a written request is made before the due date, ~~the~~ parties may mutually agree in writing to waive any of the time limits contained in this procedure.
- E. Arbitration Limits. The arbitration provisions of this grievance and arbitration procedure shall be strictly limited to the effective dates of this Agreement. The Employer shall have no obligation to arbitrate any grievance arising after the date on which this Agreement terminates.
- F. An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, the Employer's last response at Step 3 of the grievance procedure shall be final and binding on all parties.
- G. For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.
- H. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

- I. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

## ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

- A. ~~The Employer and the Union agree to continue their policies of not discriminating against any employee because of race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability, marital status, political affiliation, or Union activity. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law.~~
- B. Any complaint alleging unlawful discrimination based on ~~race, color, religion, sex, sexual orientation, gender identity, national origin, age, mental or physical disability, marital status or political affiliation~~ age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law which is brought to the Union for processing will be submitted directly to the ~~MERC Metro Human Resources Manager~~ Director. ~~If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.~~
- C. If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 3 of the grievance procedure with a copy to the Metro Human Resources Office ~~Director~~. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

## ARTICLE 23: PERSONNEL FILE

- A. The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No discipline provided to an employee under article 20 shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown



the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

- B. An employee upon request shall have the right to view all material in the employee's personnel file. ~~All material in the official personnel file of any employee may be inspected by the affected employee. No discipline provided to an employee under article 20 may be used against an employee unless entered in the official Metro file as described in Section A. above. An employee upon request shall have the right to view all material in the employee's personnel file.~~
- C. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in Section B. above. Such a written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.
- ~~C. All oral or written discipline provided to an employee under article 20 shall be expunged from the personnel file three (3) years from the date the material was entered, if the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the three (3) year period specified above. Any discipline provided to an employee under article 20 shall be removed if not entered in accordance with Section B. above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.~~
- D. At the employee's request, disciplinary material except in extreme cases like discrimination and harassment policy violations, shall be removed from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, extreme cases like discrimination and harassment policy violations, shall be removed from the personnel file four (4) years from the date the material was entered, and provided that the employee has received no other violations. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.
- ~~D.E. Performance appraisals shall remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's~~

personnel file prior to the end of the four (4) or two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with the first paragraph above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

- E. ~~A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in Section C. above. Such a written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.~~

#### ARTICLE 24: INCLEMENT WEATHER

Upon determination by the Facility Director or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close, and send staff home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

#### ARTICLE 25: OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment, provided that the following conditions are met~~such outside employment does not:~~
- ~~(1)~~ Occur at any MERC facilities;
  - ~~(2)~~(1) It does not create a conflict of interest with the employee's MERC duties; or
  - ~~(2)~~ It does not create an inability to perform employee's job duties at MERC; and
  - ~~(3)~~ They notify their supervisor of the other employment and obtain approval if there is the potential to create a conflict of interest with the MERC duties.
- B. If they work at another MERC or Metro facility, employees are responsible for coordinating their schedule with their supervisor to minimize overtime work under the Agreement.

B.C. Employees who engage in outside employment ~~who~~ which is ~~are~~ found to violate the above ~~restrictions conditions, and~~ or who have failed to notify their ~~department directors~~ supervisor of such employment may be disciplined, as set forth in Article 20 Discipline, including due process and just cause standards. ~~shall be discharged.~~

(Article 26 EAP Moved to Article 8.F; renumbered contract going forward)

**ARTICLE 26: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Employer shall ~~provide at no cost to the employee an employee assistance program.~~

**ARTICLE 267: PARKING**

**Section 1.**

All full-time Oregon Convention Center employees hired prior to January 1, 2003 will be eligible for a pre-tax payroll deduction of \$20.00 per month for parking.

**Section 2.**

All full-time Oregon Convention Center employees hired after January 1, 2003 that voluntarily elects to participate in the parking program will pay the full cost of the parking program in pre-tax dollars. In 2003 the cost will be \$65.00 per month.

**Section 3.**

Oregon Convention Center part-time and on-call employees may purchase passes for the Lloyd lot for \$2.00 per shift on a first come first served basis.

**Section 4.**

As parking fees are increased, subject to approval of the General Manager, all employees in the parking program will cover the increases through the pre-tax program.

**Section 5.**

Employees will be entitled to enroll in Metro's TDM program.

**Section 6.**

All Oregon Convention Center full-time employees will continue to be enrolled in the Lloyd District Passport Program until the program terminates or MERC opts out of the program.

## ARTICLE 27: CONTRACTING OUT

In the event that a decision to contract out work normally performed by bargaining unit members would result in a reduction of hours for, or the layoff of bargaining unit members, management shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

## ARTICLE 28: TRAINING

Employees who register for and participate in Employer approved job related educational training programs shall be entitled to full reimbursement of tuition and materials with proof of successful completion of the course. Training requests shall be processed by management within two (2) weeks of submission.

## ARTICLE 29: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

In the event of a conflict between this Agreement and MERC policy, the terms of the Agreement shall apply.

## ARTICLE 30: TOOLS

The Employer shall provide all tools and manuals that it has determined are needed to perform assigned work. The employee will be diligent and conscientious regarding the care and safe keeping of tools.

## ARTICLE 31: PAYROLL PROCEDURES OVERPAYMENT & UNDERPAYMENT

~~An employee who receives an overpayment of monies shall report such overpayment to his/her immediate supervisor immediately. The Employer shall~~

be authorized to recoup such overpayment through automatic payroll deduction from the employee's paycheck. Failure of an employee to report any overpayment will result in disciplinary action.

If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Metro Payroll Department, the employee will be issued a corrected check within twenty-four (24) hours from the time the Metro Payroll Department is notified of such error.

**A. Overpayments:**

- (1) In the event that an employee receives wages or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the 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:
- (2) The employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of three (3) years after the notification.
- (3) Where this process is utilized, the employee and employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- (4) If there is no mutual agreement at the end of the thirty (30) calendar day period, the employer shall implement the repayment schedule stated in subsection C. below.
- (5) If the overpayment amount to be repaid is more than five percent (5%) of the employee's next paycheck, the overpayment shall be recovered in semi-monthly amounts not exceeding five percent (5%) of the employee's subsequent paychecks, until paid in full. If the overpayment is less than 5% of the employee's next paycheck the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- (6) An employee who disagrees with the employer's determination that an overpayment has been made to the employee may grieve the

determination through the grievance procedure.

(7) This Article does not waive the employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

B. Underpayments: In the event the employee does not receive the wages or benefits to which the record/documentation has for times indicated the employer agreed the employee was entitled, the employer will make the employee's wages whole as outlined below:

C. If the underpayment represents more than 5% of the employee's gross wages of the check on which the underpayment was made, payroll will issue an off cycle check within one (1) business day following payroll's confirmation from the employee's manager that the underpayment is valid. The employee may pick this check up from payroll or have the check mailed to the home address on file. If the underpayment represents less than 5% of the employee's gross wages of the check in question, the underpayment will be added to the next paycheck to be issued.

Amounts underpaid may be recouped up to three (3) years from date of underpayment. The employer shall correct any underpayment by the first paycheck following the pay period in which the amount of underpayment was agreed upon.

## ARTICLE 32 - New: CRIMINAL BACKGROUND CHECK

### Section 1.

Consistent with federal and state law, the Employer will utilize a third party vendor to conduct Criminal Background Checks on members working at all Metro venues owing to the sensitive and safety-related duties of their positions. If there is an adverse report, employees will be notified directly from the third party vendor regarding the results of their Criminal Background Check, and provided the opportunity to dispute the accuracy or completeness of any such information.

### Section 2.

Following ratification of this Agreement the Employer will provide a 30 day period for employees to self-disclose a criminal conviction. Following this 30 day period the Employer will conduct Criminal Background Checks on current members and a list of these employees will be provided to the Union.

Section 3.

If the Employer moves to discipline an employee based on the information received, the employee may choose to file a grievance as specified under Article 21.

Section 4.

If the Employer determines that an employee's record requires that MERC terminate the employee, the Union, the employee, and MERC will discuss what, if any, terms and conditions the employee can seek as part of a full settlement, release, and resignation agreement with MERC.

ARTICLE 332: TERM OF AGREEMENT AND CLOSURE

- A. The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific terms of this Agreement shall be effective upon ratification and expires June 30, ~~2015~~2012, and shall be automatically renewed unless written notice of reopening is given by either party to the other not less than sixty (60) ~~or more than ninety (90)~~ days prior to June 30.

METROPOLITAN EXPOSITION  
RECREATION COMMISSION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 701

Teri Dresler  
General Manager of Visitor Venues

Nelda Wilson  
Business Manager

Date

Date

Mary Rowe  
Human Resources Director

Date

**EXHIBIT "A": PAY SCHEDULE**

Metropolitan Exposition Recreation  
Commission

International Union of Operating Engineers, Local 701 Pay Schedule

<u>Current Employees</u>			<u>2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	
<u>New Employees</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
		<u>(end of</u>	<u>(18</u>	<u>(30</u>		
		<u>probation)</u>	<u>months)</u>	<u>months)</u>		
			<u>2.60%</u>	<u>2.25%</u>	<u>2.50%</u>	
<u>172</u>	<u>8196</u>	<u>App Op Engineer</u>	<u>24.75</u>	<u>25.39</u>	<u>25.96</u>	<u>26.61</u>
<u>176</u>	<u>8420</u>	<u>App Electrician</u>	<u>27.00</u>	<u>27.70</u>	<u>28.33</u>	<u>29.03</u>
<u>TBD</u>	<u>TBD</u>	<u>Operating Engineer I</u>	<u>26.25</u>	<u>26.93</u>	<u>27.54</u>	<u>28.23</u>
<u>170</u>	<u>8195</u>	<u>Operating Engineer II</u>	<u>28.87</u>	<u>29.62</u>	<u>30.29</u>	<u>31.04</u>
<u>171</u>	<u>8160</u>	<u>Lead Operating Engineer</u>	<u>31.75</u>	<u>32.58</u>	<u>33.31</u>	<u>34.14</u>
<u>173</u>	<u>8240</u>	<u>Electrician</u>	<u>31.71</u>	<u>32.53</u>	<u>33.27</u>	<u>34.10</u>
<u>175</u>	<u>8390</u>	<u>Lead Electrician</u>	<u>34.89</u>	<u>35.80</u>	<u>36.60</u>	<u>37.52</u>

\*\*Current Operating Engineers move to step 2 of Operating Engineer II per terms of contract

\*\*New employees start at step 1, move to step 2 upon successful completion of 6 month probation



**Metropolitan Exposition Recreation Commission  
International Union of Operating Engineers, Local 701 Pay Schedule**

**7/1/2009-6/30/2010**

Salary	Job	Job	Step	Step	Step
Range	Code	Classification	1	2	3
172	8196	Apprentice Operating Engineer	23.36	24.76	26.13
176	8420	Apprentice Electrician	25.66	27.19	28.66
170	8195	Operating Engineer	27.48		
147	8505	Operating Engineer (part time)	27.48		
171	8160	Lead Operating Engineer	29.40		
173	8240	Electrician	30.19		
175	8390	Lead Electrician	32.51		

**7/1/2010-6/30/2011**

Salary	Job	Job	Step	Step	Step
Range	Code	Classification	1	2	3
172	8196	Apprentice Operating Engineer	23.83	25.26	26.65
176	8420	Apprentice Electrician	26.17	27.73	29.23
170	8195	Operating Engineer	28.03		
147	8505	Operating Engineer (part time)	28.03		
171	8160	Lead Operating Engineer	30.83		
173	8240	Electrician	30.79		
175	8390	Lead Electrician	33.87		

**7/1/2011-6/30/2012**

Salary	Job	Job	Step	Step	Step
Range	Code	Classification	1	2	3
172	8196	Apprentice Operating Engineer	24.54	26.02	27.45
176	8420	Apprentice Electrician	26.96	28.56	30.11
170	8195	Operating Engineer	28.87		
147	8505	Operating Engineer (part time)	28.87		
171	8160	Lead Operating Engineer	31.75		
173	8240	Electrician	31.71		
175	8390	Lead Electrician	34.89		

