

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 17-09**

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28-1

**WHEREAS**, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IATSE 28-1 have negotiated in good faith; and

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

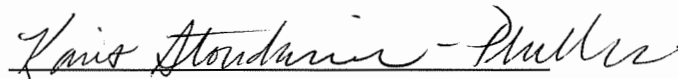
**WHEREAS**, the Union membership ratified the collective bargaining agreement on March 14, 2017; and

**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:

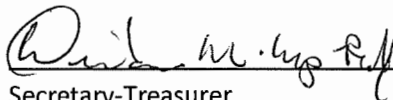
- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues or his designees to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on April 5, 2017.

  
Chair

Approved as to form:  
Alison R. Kean, Metro Attorney

  
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Nathan A. S. Sykes, Deputy Metro Attorney

  
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Secretary-Treasurer

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**COLLECTIVE  
BARGAINING  
AGREEMENT**

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**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**And**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING  
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS  
TERRITORIES AND CANADA**

**LOCAL 28-1**

**Effective July 1, 2016 – June 30, 2019**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION-RECREATION COMMISSION, hereafter referred to as the "Employer", "Metro" or "MERC", and LOCAL 28-1, THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA hereafter referred to as the "Union", for the purpose of governing the wages, hours, benefits, and working conditions of employees covered by this Agreement for the term specified herein.

## **WITNESSETH**

## **PURPOSES**

For and in consideration of settled and harmonious trade conditions, mutually beneficial to the parties hereto, the Employer and the Union do hereby enter into and agree to abide by the following Agreement covering wages, hours and working conditions of the employees of the Employer in the classifications hereinafter set forth.

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

**ARTICLE I: NON-DISCRIMINATION**

- 1.1 The Employer and the Union shall not discriminate on the basis of age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, union membership or activity, political association or affiliation, mental or physical disability, veteran's status or any other class protected by law.

## **ARTICLE II: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative for all Audio Visual employees who are employed by MERC at the Oregon Convention Center including audio visual technicians and lead audio visual technicians and excluding employees who are covered under a separate collective bargaining agreement with Metro, supervisory and confidential employees.

### **ARTICLE III: DUES AND WORK FEES**

- 3.1 The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees and membership dues or fair share fees for those who have provided the Employer with written authorization for such deductions. Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share fee payer. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing. The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.
- 3.2 Work fees will be deducted in a percentage of gross wages per pay period as designated by the Union.
- 3.3 Membership dues may be deducted in an amount equal to 1/24 of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earning received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earning to cover the deduction of the applicable dues or fees.

#### **ARTICLE IV: MANAGEMENT RIGHTS**

- 4.1 The Employer shall have and retain the sole responsibility for the management and operation of all Metro and/or 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, diminished only as required by law and this Agreement:
  - 4.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments;
  - 4.1.2 Planning, directing, controlling and determining the operations or services-of Metro and/or MERC;
  - 4.1.3 Determining the methods, means, and the number of personnel needed to carry out any department's or facility's mission;
  - 4.1.4 Hiring and assigning or transferring employees within or between departments or facilities;
  - 4.1.5 Promoting, suspending, disciplining or discharging, consistent with this Agreement;
  - 4.1.6 Laying off or relieving employees due to lack of work or funds;
  - 4.1.7 Introducing new or improved methods, equipment or facilities; and
  - 4.1.8 Directing the work force and issuing, making, changing, publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining, provided they are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. The Employer agrees the Union has the right to challenge work rules through the grievance procedure if it believes work rules are in violation of this Agreement.



## **ARTICLE V: UNION RIGHTS**

- 5.1 Union Representatives: 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.
  - 5.1.1 Business Representative(s) of the Union shall make their presence known to the appropriate administrative authority when coming on grounds to meet with employees. Such meetings shall be conducted during the employee's non-work time and shall not be paid time unless paid time is approved by management. Such visits shall not interrupt work or disrupt operations.
  - 5.1.2 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.
  - 5.1.3 No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
  - 5.1.4 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.
  - 5.1.5 Internal union business shall be conducted by Stewards and employees during their non-work time.
  - 5.1.6 All matters relating to contract negotiations will be performed on the employee's own time.

## **ARTICLE VI: NO STRIKE OR LOCKOUT**

- 6.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slowdown or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. The Employer and the Union each agree that neither shall engage in any strike, slowdown, other work stoppage or lockout except in compliance with and as permitted by Oregon Law.
- 6.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section 10.1, the Union agrees to immediately notify any employees engaging in such activities to cease and desist. The Union agrees to 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 employees 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 10.1 above to return to work.

## **ARTICLE VII: SUBCONTRACTING**

- 7.1 Management will provide first opportunity for AV work at the Oregon Convention Center to bargaining unit members employed by MERC at the Oregon Convention Center in accordance with current and past practice based upon employee availability and applicable skills as determined by management. The parties acknowledge that it is the past and current practice of the employer to subcontract out bargaining unit work based upon the following three factors: 1) employee availability 2) Over-capacity situations where the amount of work exceeds staffing levels of bargaining unit members employed by MERC at the Oregon Convention Center and 3) applicable skills as determined by management.
- 7.2 The parties acknowledge that management retains the right under its sole discretion to select outside vendors to perform such work. Management shall retain the past practice and present methods of its operation.

**ARTICLE VIII: WAGES**

- 8.1 Upon ratification of both parties, wages as reflected in Exhibit A will be implemented.
- 8.2 Upon ratification by both parties, but not before July 1, 2017, wages as reflected in Exhibit A will be increased 2.00%.
- 8.3 Upon ratification by both parties, but not before on July 1, 2018, wages as reflected in Exhibit A will be increased 1.50%.

## **ARTICLE IX: WORK SCHEDULES**

- 9.1 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.

**Overtime:** Overtime is either time worked over eight (8) hours in a day or over forty (40) hours within one (1) workweek. The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. The overtime wage rate shall be one and one-half (1 ½) times the applicable hourly rate. For the purposes of calculating daily overtime, any work performed after midnight shall be considered part of the work day or workweek on which the work commenced. Application of the overtime section shall not be construed to provide for compensation for overtime at a rate exceeding time and one-half or to affect a “pyramiding” of overtime pay.

- 9.2 All employees shall be allowed an unpaid lunch break of at least thirty (30) minutes, but not more than one hour for every work shift of at least six hours. All employees are entitled to a fifteen (15) minute paid break period for every four-hour segment or major portion thereof worked in the work period. If an employee works a shift longer than 10 hours they are entitled to three paid breaks.

## **ARTICLE X: HEALTH AND WELFARE BENEFITS**

10.1 **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 represent IATSE Local 28 and its sub-locals 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.

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. The full details of the JLMC are contained in the JLMC by-laws.

10.2 **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.

10.3 Prorated insurance will be available to employees who work thirty (30) hours a week or more during a twelve month (12) measurement period. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Metro's full-time employee premium portion for that plan.

*Example:* using a health insurance premium of \$1,000 and MERC's portion for a full-time employee of \$920.

- An employee working a 32 hour weekly average would pay  $\$1,000 - (.8 \times \$920) = \$264.00$   
.8 FTE is 32-39.99 hours per week
- An employee working a 30 hour weekly average would pay  $\$1,000 - (.75 \times \$920) = \$310.00$   
.75 FTE is 30-31.99 hours per week

- 10.4 **Premium Sharing:** 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. Should contracts with insurance carriers, financial consideration, or health insurance plan designs indicate a need to change the opt out amount, the parties will meet to confer and come to mutual agreement on this paragraph.

- 10.5 **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.
- 10.6 **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.
- 10.7 The Employer shall provide an employee assistance program (EAP) to benefit-eligible employees at no cost to the employee.

## **ARTICLE XI: RETIREMENT**

- 11.1 During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS).
- 11.2 For employees active on the payroll as of June 30, 2011, 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.
- 11.3 Any employees hired July 1, 2011 or thereafter will pay the entire six (6) percent of base salary employee contribution through payroll deductions.
- 11.4 Unused accrued hours of sick leave will be reported to PERS at the time an employee separates from employment with Metro, per PERS guidelines.



## **ARTICLE XII: SICK LEAVE**

12.1 Employees may earn and use sick leave accruals under the following criteria:

12.1.1 **Rate of accrual:** Employees accrue paid sick leave at a rate of .05 hours per hour paid. An employee may carry over up to 40 hours of unused sick time from one year to a subsequent year. However, an employee may not at any time accrue more than 80 hours of sick time. Sick leave shall not accrue during unpaid time.

12.1.2 **Eligibility for Use:**

- a) New employees shall be eligible to use earned sick leave after 60 calendar days of service.
- b) Sick leave may be used immediately after it is accrued for hours employees have been scheduled to work.

12.1.3 **Notification:** For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence pursuant to their department notification procedures, unless it is not practicable to provide notice. Except as provided in section 5, employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) and for whom the unplanned absence is in relation (self, child, spouse, etc). Employees are then required to provide notice as soon as practicable. For foreseeable absences, employees should notify their supervisor of their need to use sick leave at least 10 days in advance. For qualifying unforeseeable leaves, employees should provide notice as soon as is practicable.

12.1.4 **Reasons for sick leave use:**

Employees may use accrued sick leave:

- a) For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b) When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
- d) In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.

12.1.5 **Documentation:** An employee's supervisor may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:

- a) If the employee takes more than three consecutive scheduled workdays of sick time.
- b) If the employee is suspected of misusing and/or abusing sick time.

Medical verification shall be provided within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that s/he has been diligent in requesting the verification from his/her providers. Metro will pay any reasonable costs for providing medical verification or certification, including any lost wages provided the employee has no paid leave balances available. Failure to provide requested documentation may result in disciplinary action.

12.1.6 **Rate of Pay/Increments of Use:** Sick leave will be paid at the employee's rate of pay for that job and shift for the hours the employee was scheduled to work on that day. Employees shall be eligible to use sick leave immediately upon accrual. When using sick leave, employees will report sick leave consistent with rules for entering hours worked and vacation leave.

12.1.7 **Unused Sick Leave at Termination:** An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.

12.1.8 **Reinstatement:** Employees re-employed within 180 days of termination will have their accrued sick leave balance restored. Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.

12.1.9 **Reporting of Sick Leave to PERS:** Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. As a result, once an employee is terminated from the agency, there is no carry-over of sick leave hours should the employee be rehired at a later date except as provided in the paragraph above regarding reinstatement within 180 days.

12.1.10 **Written Notification of Accruals:** Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.

12.1.11 **Misuse or abuse of sick leave:** May be grounds for discipline, up to and including termination.

Management will consider the following factors in determining if an employee is misusing or abusing sick leave.

- a) Exhaustion of sick leave; or
- b) Patterns of sick leave usage, including the use of sick leave in conjunction with regular days off, vacation, or holidays ; or
- c) Evidence that sick leave is being used for an impermissible reason; or
- d) The use of forty (40) hours or more of sick leave in a six month period, excluding legally protected leaves.

### **ARTICLE XIII: OTHER LEAVES**

- 13.1 **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 leave for qualified employees.

During periods of leave covered by the FMLA/OFLA statutes, eligible employees must use accrued or accumulated paid leave time including sick and vacation prior to beginning an unpaid leave of absence.

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.

- 13.2 **Bereavement Leave:** An employee absent from duty by reason of the death of his or her spouse, same-sex 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, within 90 days of notification. Additional leave may be granted upon approval and any additional time off will be charged against accumulated sick leave. The Employer shall comply with the Oregon Family Leave Act.

- 13.3 **Jury Duty:** Full-time 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 paid leave 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.

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

The decision to grant leave without pay is at the Employer's discretion. Leave without pay shall not be granted if another type of protected leave or accrued time off is available.

All requests for leave of absence without pay shall be in writing, shall be directed to the department manager and shall contain the reason for the leave request. 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. This leave may be extended by the Venue Director for up to an additional 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.

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. 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.

13.5 **Military Leave:** Eligible employees shall be granted military leave as required by law.

**ARTICLE XIV: HOLIDAY**

14.1 The following shall be considered holidays for full-time employees.

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving Day	The Day After Thanksgiving Day
Christmas Day	December 25th
Three Personal Days	Open

14.2 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 shall receive one and one-half (1 ½) time compensation for the time worked if the employee has actually worked 40 hours during the week in which the holiday occurs. If the employee has not worked 40 hours during the week in which the holiday occurs, payment for time worked will be at straight time.

14.3 Holidays which occur during vacation or sick leave shall not be charged against such leave.

14.4 The holidays listed above in Section A shall start at 12:01 a.m. and end 12:00 midnight on the actual day of the holiday.

14.5 Full-time employees who complete their initial probationary period will be eligible to take up to three (3) days of personal holiday time per section A. The personal holidays must be used within the fiscal year in which they accrue. Employees hired between July 1 and October 31 will receive three (3) personal days. Employees hired between November 1 and February 29 will receive two (2) personal days; and employees hired between March 1 and June 30 will receive one (1) personal day. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not

taken by an employee during the fiscal year shall be lost and are not compensable. No payment for personal days accrued and not taken shall be provided for any employee upon termination of employment for any reason.

- 14.6 No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were in a paid status for the entire such day before and day after, or unless they have applied to their supervisor in writing for approval for the time off within that pay period and it has been approved by the supervisor.
- 14.7 Whenever one of the holidays listed in Section A of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs.

**ARTICLE XV: VACATION**

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

<b>Equivalent Accrual of Hours at 24 Pay Periods/Year (based on a 40 hr work week)</b>	<b>Accrual Rate Per Hours Paid</b>	<b>Total Years of Full Time Service</b>	<b>Equivalent Annual Vacation Hours for Full-Time Employees</b>
3.34	.0385 hrs	Date of hire through completion of 4 yrs	80
5.00	.0577 hrs	Beginning of 5 yrs through completion of 9 yrs	120
5.84	.0674 hrs	Beginning of 10 yrs through completion of 14 yrs	140
6.67	.0770 hrs	Beginning of 15 yrs through completion of 19 yrs	160
7.50	.0866 hrs	Beginning of 20 yrs through completion of 24 yrs	180
8.34	.0962 hrs	25 or more	200

15.2 Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Any hours beyond 250 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 time off pursuant to Section C of this Article.

15.3 Vacation requests shall be submitted through the supervisor and approved by the Department Head through an approval process determined by management. Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

15.4 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.



15.5 During the life of this agreement, should the employer determines to make vacation accrual available as a new benefit to part-time, regular status, variable hour employees who currently do not accrue vacation hours, either party may reopen this Article only for further negotiation under the expedited bargaining rules.

## **ARTICLE XVI: Overpayments and Underpayments of Wages and Benefits**

### **16.1 Overpayments**

In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall recover the overpayment as follows:

- 16.1.1 The Employer shall notify the employee in writing of the overpayment. The Employer shall notify the Union of overpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an overpayment exists and the amount of wages and/or benefits to be repaid.
- 16.1.2 The employee shall respond to the overpayment notification within 14 calendar days. The employee may respond by (1) accepting the Employer's proposed repayment schedule by completing and returning a form provided by the Payroll Division; (2) disputing the existence or amount of the overpayment by filing a step 1 written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.
- 16.1.3 If the employee does not accept the Employer's proposed repayment schedule within 14 days, the employee, the Union (at the request of the employee) and the Employer shall attempt in good faith to reach mutual agreement on the amount of the overpayment and a repayment schedule within 14 days of the employee's response. The parties may extend this timeline by written mutual agreement.
- 16.1.4 The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the Employer will use the payroll system to process the corresponding adjustments if, in the Employer's determination, it is lawful and cost-effective to do so.
- 16.1.5 This Article does not waive the Employer's right to pursue discipline or other legal or administrative procedures and processes to recover an overpayment made to an employee at any time should the employee and the Employer not reach agreement per the procedure outlined in this Article.

### **16.2 Underpayments**

- 16.2.1 In the event the Employer discovers and agrees that an employee has been underpaid, the Employer shall notify the employee in writing of the underpayment. The Employer shall notify the Union of underpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an underpayment exists and the amount of wages and/or benefits to be repaid.

- 16.2.2 The Employer shall correct any such underpayment that was made within a maximum period of two years before the notification.
- 16.2.3 This Section applies only to undisputed underpayments. This Section will not apply to disputes over the application of terms of this Agreement.

## **ARTICLE XVII: DISCIPLINE AND DISCHARGE**

- 17.1 No regular status employee (non-probationary) shall be disciplined or discharged without just cause. Discipline shall include oral reprimand, written reprimand, suspension, demotion, or termination (discharge). Progressive discipline will be followed and the nature and seriousness of the offense shall determine which level progressive discipline is initiated.
- 17.2 If the Employer has reason to discipline an employee, every reasonable effort will be made to avoid embarrassment to the employee before other employees or the public.

## **ARTICLE XVIII: RESOLUTION OF DISPUTES**

**Grievance and Arbitration Procedure:** 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. Prior to filing a grievance, employees and/or union representatives and supervisors shall meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved, a written grievance may be initiated and pursued following the procedures in this Article.

At all steps listed below, a grievance must include the specific provision(s) of the Agreement alleged to have been violated; a brief statement of the facts; a statement of the relief requested; the signature of the aggrieved employee.

The Employer or its designee(s) shall meet at mutually convenient times with the Union.

### **Steps of Grievance Procedure**

**Step I - Supervisor:** An employee may present a written grievance to their immediate supervisor within fourteen (14) calendar days of the date on which the event(s) occurred giving rise to the grievance.

An employee's supervisor shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

**Step II – Facility Director:** If a written grievance is not resolved at Step I, the Union may advance the grievance to Step II by submitting it to the Facility Director. A Step II grievance is due within fourteen (14) calendar days of receipt of the supervisor's Step I written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due.

The Facility Director shall respond to the Step II written grievance in writing within fourteen (14) calendar days of its receipt.

**Step III – General Manager, Visitor Venues:** If a written grievance is not resolved at Step II, the Union may advance the grievance to Step III by submitting the grievance to the General Manager of Visitor Venues. A Step III grievance is due within fourteen (14) calendar days of receipt of the Facility Director's Step II written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due. The General Manager, Visitor Venues or designee shall respond to the Step III grievance in writing within fourteen (14) calendar days of its receipt.

### **Arbitration**

If the grievance is still unsettled, the Union may within fourteen (14) calendar days of the date of the Employer's Step III response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step III, notify the Employer and the Metro Human Resources Department in

writing of its desire to have the matter arbitrated by a third party agreed upon by Metro 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 fourteen (14) calendar days from the notice to the Employer of the Union's intent to take the grievance to arbitration. Upon receipt of the list of arbitrators within fourteen (14) 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.

The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision, which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer.

Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses.

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 this Section within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.

**Time Limits:** The time limits of this grievance and arbitration procedure shall be strictly adhered to. If the employee or the Union fails to advance the grievance within the specified time limit, the grievance will be deemed abandoned and the Employer will have no further obligation to process or arbitrate the grievance. 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.

**Extension of Time Limits:** The time limits of this grievance and arbitration procedure may be extended by mutual agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.

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.

The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

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 XIX: PROBATION AND BREAK IN SERVICE**

### **Probation**

The probationary period for full-time employees shall be six (6) months or 400 hours for part-time employees. If an employee takes a leave of absence during the probationary period, their probationary period shall be extended for the equivalent period of time. Probation is considered an extension of the hiring process. Just cause protections shall not apply during the probationary period.

### **Break in Service**

Any individual who performs no work for the Employer for 12 or more consecutive months may be deemed by management to have separated from MERC/Metro, unless the reason for not performing work is a leave approved by management. An individual who wishes to return to work after a 12 month break in service may be required to apply for an advertised position again (if any exist) and will be required to complete any applicable probation and re-qualify for any contractual benefits conditioned on length of employment or hours worked for MERC/Metro.



**ARTICLE XX: SAVINGS CLAUSE**

20.1 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.

## **ARTICLE XXI: TERM OF AGREEMENT**

- 21.1 The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific term of this Agreement shall be effective upon the ratification of both parties and until June 30, 2019, when it shall cease and expire on that date.
- 21.2 Closure: The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 21.3 Amendment: The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

**EXHIBIT A: PAY SCHEDULE**

Metropolitan Exposition Recreation Commission  
IATSE, Local 28-1 Hourly Rate Pay Schedule

<b>AV Technician</b>	
Probationary	Regular
\$ 17.87	\$ 22.19

<b>Lead AV Technician</b>	
Probationary	Regular
N/A	\$25.26

<b>Rate While Performing Rigging at 30 Feet or Higher*</b>
\$29.26

\*As directed by management

