

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-34

For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1.

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 ratified the collective bargaining agreement on September 27, 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 to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on October 4, 2017.

Approved as to form:

Alison R. Kean, Metro Attorney


Chair

By: _____


Nathan A. S. Sykes, Deputy Metro Attorney


Secretary/Treasurer

Memo



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

MS
(MP)

9-21-17
9-21-17

Date: September 21, 2017
To: Nate Stokes, IUOE 701-1 Field Representative Coordinator
Copy: Jack Miller, IUOE 701-1 Business Agent
From: Mikki Nutt, Labor Relations Program Manager
Subject: Amended Conditional Metro Supposal

As per our conversation, the attached document is Metro's amended conditional supposal to the International Union of Operating Engineers Local 701-1 for a successor to the parties' 2018 – 2020 Collective Bargaining Agreement. To establish tentative agreement, please initial the attached amended articles, scan and return. I will send then initial and return to you.

A summary of the conditional supposal is as follows:

- 1) Wages (*Article 17*):
 - a) Effective 7/1/2018: ~~2.0%~~ 2.5% wage increase
 - b) Effective 7/1/2019: 2.5% wage increase
 - c) Effective 7/1/2020: 2.5% wage increase
- 2) Hours of Work & Overtime (*Article 8*): Defines work day and work week. Adds allowance for 4 x 10 work week for full-time employees, providing daily overtime for time worked over 10 hours. Clarifies overtime compensation for working 6 or more consecutive days that cross over two workweeks.
- 3) Sick Leave (*Article 19*): Ensures sick leave accrues on overtime hours; removes the waiting period for using sick leave; expands the reasons for sick leave usage; and eliminates the sick leave incentive.
- 4) Terms of Agreement (*Article 30*): Duration – 3 year agreement expiring December 31, 2020. The Agreement shall be automatically renewed from year to year unless either party gives written notice of its intention to renegotiate the terms and provisions of this Agreement.
- 5) Evaluation Leave (*Article 17*): Remove Section 4, Evaluation Leave.
- 6) Holiday (*Article 20*): Eligible part-time event custodians will accrue personal holiday leave on July 1 to be used during the fiscal year. 32 hour (.8 FTE) designated employees will accrue sixteen (16) hours personal holiday. Employees designated 32 hours on or after November 1 will accrue eight (8) hours of personal holiday. Variable hour employees who work 960 hours in a fiscal year will accrue eight (8) hours personal holiday time.

Housekeeping Items:

- 7) Holiday (*Article 20*): Edits minimally for clarification.
- 8) Other Leaves (*Article 21*): Deletes redundant benefit paragraph that is found in Article 22.
- 9) Insurance (*Article 22*): Removes expired language.

If this conditional supposal is not accepted by the International Union of Operating Engineers Local 701-1, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining.

Should you have any questions about the Metro's conditional supposal please contact me.

Enclosures: Article 8, Hours of Work & Overtime; Article 17, Wages; Article 19, Sick Leave; Article 20, Holidays; Article 21, Other Leaves; Article 22, Insurance; Article 30, Terms of Agreement; Exhibit A, Pay Schedule

Metro Amended Conditional Supposal
September 21, 2017

Tentative Agreement
For Union: 718 Date: 9-21-17

For Management: _____ Date: _____

Article 8: Hours of Work & Overtime

Section 1.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. A day is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Eight (8) hours per day shall constitute the normal work day. The workweek shall ~~consist of Thursday 12:01 a.m. through Wednesday midnight with~~ include two (2) consecutive days off.

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. For full-time employees working a four day workweek, overtime will be provided for all authorized work performed in excess of ten (10) 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. If an employee is authorized to work six (6) or more consecutive days, crossing into the following regular workweek, overtime pay will be given for ~~every hour~~ all time worked over forty (40) hours until a day off is provided. ~~however a~~ At no time shall an employee's wages exceed time and one half (1.5x) as a result of ~~this~~ these provisions.

Section 2.

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number if the supervisor is unavailable, a minimum of ninety (90) minutes before their scheduled shift starts.

Section 3.

Any employee required to return to work with less than nine (9) hours from the end of their last shift shall be paid at a rate of time and one-half (1.5x) for the first hours worked of their incoming shift until nine (9) hours have elapsed since the end of their last shift. This section shall not apply if an employee volunteers to come in with less than nine (9) hours between shifts.

Example: If an employee's shift ends at 11:00 p.m., and they are required to return to work at 7:00 a.m. the following morning, that employee will earn time and one-half for the first hour of that shift.

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September 21, 2017

Tentative Agreement
For Union: MS Date: 9-21-17
For Management: MO Date: 9-21-17

Article 17: Salary Administration

Section 1.

Effective July 1, 2015 ~~2018~~ and each July 1st thereafter, during the term of the contract, wages will be increased by 2.50%. Effective July 1, 2019 wages will be increased 2.50% and effective July 1, 2020 wages will be increased 2.50%.

~~the rates set in Exhibit A shall increase in accordance with the Portland-Salem OR Consumer Price Index all Urban Consumers (CPI-U) measured by the average of January to June and July to December of the preceding year before the July 1 effective date of the wage schedule. This index will be used for determining the schedule adjustment with a minimum of 1.5% and maximum of 2.5%.~~

Section 2.

The probationary period for employees shall be six (6) months. If an employee takes a leave of absence during the probationary period, their probationary period shall be extended for the equivalent period of time. Upon successful completion of probation an employee shall move to the non-probationary pay rate for their classification.

Section 3.

~~Standard paydays will be on the 10th and the 25th of each month or the immediately preceding business day in the case where a payday falls on a holiday or weekend.~~

Section 4.

~~Event custodians shall receive a written performance evaluation every six months provided the employee has worked a minimum of 480 hours during this period (average 18.5 hours per week). If upon review the employee earns an overall performance rating of "meets" or "exceeds" standards, the employee will be awarded four (4) hours of leave. A member that earns an overall performance rating of "requires improvement" or "not satisfactory" is not eligible for the award.~~

~~A member must use this leave within one (1) year of the award. Hours not taken by an employee shall be lost and not compensable. If a member terminates employment prior to use of the leave, the leave is not compensable.~~

Metro Amended Conditional Supposal
September 21, 2017

Tentative Agreement
For Union: ME Date: 9-21-17
For Management: MG Date: 9-21-17

Article 19: Sick Leave

Section 1.

Full-time bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid, ~~excluding~~ **including** overtime accrued in an unlimited amount. Part-time bargaining unit members shall accrue sick leave at a rate of .050 hours per hour paid, ~~excluding~~ **including** overtime, up to a 40 hour maximum. Qualified employees shall be eligible for use of earned sick leave after ninety (90) days of employment with the Employer.

Section 2.

Employees are eligible to use sick leave for the following reasons:

- a) ~~Personal illness or physical disability.~~
- b) ~~Illness or physical disability in the employee's immediate family which includes an employee's spouse, domestic partner, parent, parent-in-law, and step parent; biological, adopted, step and foster child; grandchild; and any other person for which the employee is a legal guardian.~~
- c) ~~Medical appointments and office visits.~~
- 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 requested in accordance with policy and authorized by Human Resources 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.
- e) For up to two weeks of bereavement leave taken by an OFLA eligible employee to grieve the death of an immediate family member; to make necessary arrangements related to the death; and/or to attend the funeral or alternative ceremony. Leave must be completed within 60 days from the date on which the employee receives notice of the death. OFLA bereavement leave is concurrent with the use of sick leave, which would be applied after any paid bereavement leave an employee may be eligible for under Article 21.

Section 3.

As described in Article 7 employees unable to report to work due to illness will report the reason for the absence to their supervisor ninety (90) minutes prior to the scheduled beginning of their shift. The supervisor

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may require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

Section 4.

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:

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.

Section 5.

Sick leave shall not continue to accrue during periods of leave unpaid by the Employer.

Section 6.

~~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.~~

Metro Amended Conditional Supposal
September 21, 2017

Tentative Agreement
For Union: ME Date: 9-21-17
For Management: MB Date: 9-21-17

ARTICLE 20: Holidays

Section 1.

The following shall be considered holidays: ~~for full-time and part-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
Christmas Day	December 25th

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. ~~¶¶~~

If a full-time or part-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 in addition to regular holiday pay.

Event Custodians shall receive one and one-half (1 ½) times compensation for actual time worked on the holiday. If a shift crosses both a non-holiday and holiday only the time worked on the holiday will be compensable at the one and one-half (1 ½) time regular hourly pay rate.

In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave.

Part-time employees assigned to a position of at least .8 FTE before November 1 and have completed their initial probationary period will accrue sixteen (16) hours of personal holiday time on July 1. Part-time employees assigned to a position of at least .8 FTE on or after November 1 and have completed their initial probationary period will be accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.

Variable hour employees who work 960 or more hours during the fiscal year and have completed their initial probationary period will accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.

An employee can use personal holiday hours in no less than four (4) hour blocks of time. 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.

Section 2.

Holidays that occur during vacation or paid sick leave shall not be charged against leave.

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Section 3.

No employee shall receive holiday pay if the employee is absent for all or part of their scheduled workday either immediately preceding or immediately following the holiday or adjacent, single, or consecutive days off unless they have applied to their supervisor in writing for permission to be absent and such written request has been applied for and approved by the Operations Manager within that pay period.

Section 4.

For full-time employees, whenever one of the holidays listed in **Section 1** 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 pursuant to **Section 6** of this article or as mutually agreed.

Section 5.

The holiday shift is the shift on which at least one-half of the hours of the shift are worked.

Section 6.

Employees shall normally be notified of holiday work schedules at least fourteen (14) days in advance, except in situations over which the Employer has no control.

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September 21, 2017

Tentative Agreement
For Union: 28 Date: 9-21-17

For Management: MFO Date: 9-21-17

Article 21: Other Leaves

Section 1. ADA and Family Medical Leave

- a) 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. Employees must use accrued leave balances (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave.
- b) 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.

Section 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.~~

Section 3. Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of a full-time employee, the Operations Manager may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety(90) calendar days, but not exceed six (6) months, must be approved by the General Manager of Visitor Venues, Metro. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be subject to any and all restrictions and conditions that 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.

Section 4. Union Business Leave

The Employer recognizes that from time to time employees may need an unpaid leave of absence to conduct Union business. Therefore no more than two (2) employees may be granted leave of absence for Union business at any one time. Requests for the leave of absence must follow the regular leave of absence approval process outlined in **Section 3.2** above.

Section 5. Jury Duty

Upon the presentation of written documentation, full-time employees shall be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

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MG 9-21-17

- a) The employee granted such leave shall pay all money received except travel allowance, to the Employer.
- b) An employee on jury duty who is on other than a day shift shall be temporarily assigned to day shift for the duration of jury duty. An employee, whose shift is temporarily changed, as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section-6 5. 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.

Section-7 6. Bereavement Leave

- a) A full-time employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or relative of domestic partners that are equivalent to those in-laws or other household member shall be allowed not to exceed three (3) days of leave with pay within ninety (90) days of notification of the event. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave, personal holiday or vacation hours at the employee's request. Employees will provide written notification to the Operations Manager of their request for bereavement leave within a week of their return to work.
- b) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full-time employee may be granted four (4) hours of paid leave to attend a funeral ceremony for another PCPA employee. This leave is subject to the Employer's operating needs.

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September 21, 2017

Tentative Agreement
For Union: 218 Date: 9-21-17
For Management: MW Date: 9-21-17

Article 22: Insurances

Section 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 voting member to serve on the Joint Labor- Management Committee on Health Benefits. This bargaining unit will be represented by IUOE 701.

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.

Section 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.

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 Metro's portion for a full-time employee of \$920.

- *An employee working a 32 hour weekly average would pay $\$1,000 - (.8 \times \$920) = \$264.00$*
- *An employee working a 30 hour weekly average would pay $\$1,000 - (.75 \times \$920) = \$310.00$*

Section 3. Premium Sharing

~~Metro shall contribute ninety-four percent (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan selected by the employee.~~

Beginning July 1, 2016, 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.

The premium cost used in these calculations shall be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall be made.

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

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

Section 4. 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 health insurance benefit eligible and shall be maintained at current levels at no cost to the employee.

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September 21, 2017

Tentative Agreement
For Union: 28 Date: 9-21-17
For Management: AK Date: 9-21-17

Article 30: Term of Agreement

This Agreement shall remain in full force and effect from the signing of this Agreement to December 31, 2017
2020. This Agreement shall be automatically renewed from year to year thereafter unless either party may
give gives written notice at least ninety (90) days prior to the expiration of the Agreement of its intention to
renegotiate the terms and provisions of this Agreement.

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September 21, 2017

Tentative Agreement
For Union: 212 Date: 9-21-17
For Management: NO Date: 9-21-17

Exhibit A

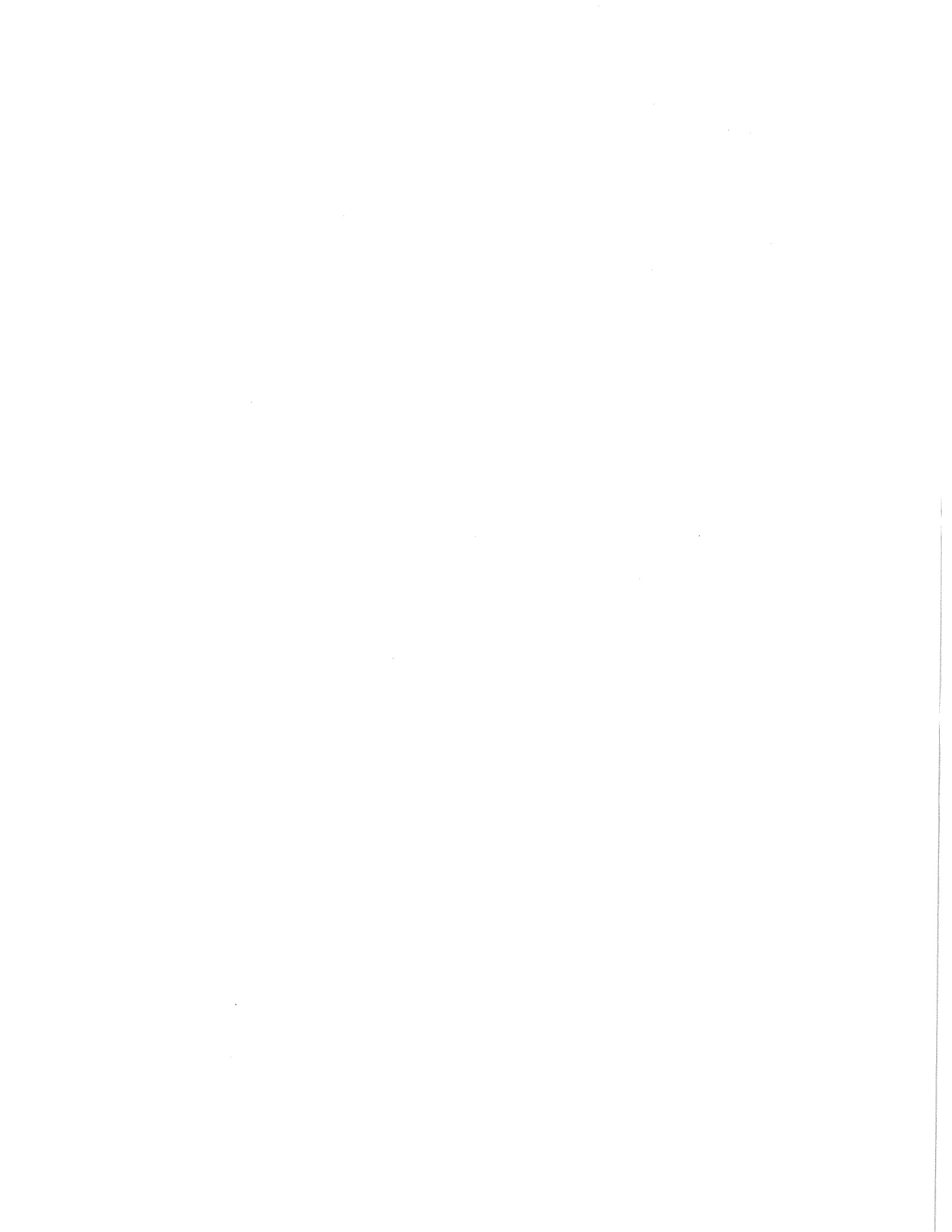
METROPOLITAN EXPOSITION RECREATION COMMISSION INTERNATIONAL
UNION OF OPERATING ENGINEERS, LOCAL 701-1 PAY SCHEDULE

July 1, 2017 to June 30, 2018: Current Rates of Pay

Pay Range	Job Code	Job Classification	Step 1	Step 2
110	8610	Event	\$14.54	\$16.43
130	8632	Custodian Utility	\$19.55	\$21.34
134	8636	Maintenance Technician Utility Lead	\$21.56	\$22.57

July 1, 2018 to June 30, 2019: Amended increase: 2.5%

Pay Range	Job Code	Job Classification	Step 1	Step 2
110	8610	Event	<u>\$14.90</u>	<u>\$16.84</u>
130	8632	Custodian Utility	<u>\$20.04</u>	<u>\$21.87</u>
134	8636	Maintenance Technician Utility Lead	<u>\$22.10</u>	<u>\$23.13</u>



MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers, Local 701-1.

Resolution No.: 17-34

Presented by: Mikki Nutt, Labor Relations Program Manager

Date: October 4, 2017

Background and Analysis: The MERC – IOUE 701-1 collective bargaining agreement represents a contract of the terms and conditions of employment for 2 full time Utility Leads, 1 full time Utility Maintenance Technician and approximately 36 part time Event Custodians. These employees work at Portland’s Centers for the Performing Arts (Portland’s) and support the Portland’s venues by maintaining clean and safe environments, ensuring a positive experience for patrons and clients. The current collective bargaining agreement between MERC and IOUE 701-1 expires on December 31, 2017.

Management entered into a discussion with the Union on August 11, 2017 to renew the contract with a limited number of changes in lieu of entering into successor bargaining. Negotiations continued in an efficient and productive manner and tentative agreement was reached on September 21, 2017. IOUE 701-1 membership ratified this agreement on September 27, 2017.

This staff report and resolution are respectfully submitted to ratify the contract between IOUE 701-1 and MERC/Metro for the period January 1, 2018 through December 31, 2020. This three-year agreement contains the following key economic elements:

Wages

Annual Adjustments: Wages will increase by 2.5% on July 1, 2018, July 1, 2019 and July 1, 2020

Personal Holiday

Eight hours of Personal Holiday for part-time Event Custodians replaces “Evaluation Leave”. The ten part-time positions designated .8 FTE will accrue an additional 8 hours of personal holiday for a total of 16 hours.

Sick Leave Incentive

Eliminate the sick leave incentive.

Renewal

Terms of Agreement will automatically renew if neither party gives notice to renegotiate.

Short range fiscal impact: There is sufficient budget allocation in the FY 2017-18 Budget to accommodate the proposed contract changes.

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: Recommend approval of Resolution No. 17-34 which states the MERC Commission approves ratification of the contract.