

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 18-13

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 (3) year collective bargaining agreement; and

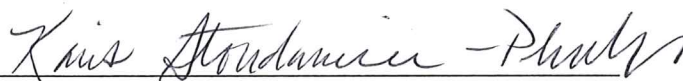
WHEREAS, the Union membership ratified the collective bargaining agreement on September 20, 2018; and

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 delegate, to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on October 3, 2018.


Chair

Approved as to Form:


Secretary/Treasurer

By: 
Nathan A. S. Sykes, Acting Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying the collective bargaining agreement with the International Union of Operating Engineers (IUOE) Local 701.

Resolution No.: 18-13

Presented by: Siobhan Murphy, HR Program Manager, Labor Relations and Employee Engagement

Date: October 3, 2018

Background and Analysis:

IUOE Local 701 represents twenty-seven (27) full-time and part-time operating engineers and electricians. These employees support the MERC venues by performing work incidental to heating, air conditioning, ice-making, refrigeration, plumbing and electrical, and the general maintenance of such equipment within their assigned facilities. The current collective bargaining agreement between MERC and IUOE 701 expired on June 30, 2018.

Parties met for their first session of bargaining on May 17, 2018 for negotiations of a successor collective bargaining agreement. Tentative agreement of the contract was reached on August 14, 2018. Ratification was reached by IUOE 701 membership on September 20, 2018.

This resolution is submitted to ratify the contract between IUOE 701 and MERC/Metro for the period July 1, 2018 through June 30, 2021. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- **Definitions:** A change to the definition of “part-time employees” will allow them to work more than 32 hours per week; the 1040 hour limit per year for part-time employees remains in place.
- **Wages:** Upon ratification, wages will be increased by a \$0.50 market adjustment and 2.5%; by 2.50% on July 1, 2019; and by 3% on July 1, 2020.
- **Shift Hours:** Increase the notice of change in shift to five (5) days and the shift differential time period will move to 12pm to 4am. An increase to shift differential rate will occur by five (5) cents to \$1.70.
- **Vacation:** Accrual will move to schedule found in AFSCME-Metro collective bargaining agreement.
- **Sick Leave:** Language is now consistent with OR sick time law and Workers Comp. provision to be consistent with practice. Removal of “sick leave incentive.”
- **Inclement Weather:** Employees required to stay during inclement weather events will be paid at the overtime rate for hours worked; retain management discretion to declare an inclement weather event.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts for FY 2018/2019.

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 which states the MERC Commission approves ratification of the contract.

**COLLECTIVE
BARGAINING
AGREEMENT**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 701, AFL-CIO

Effective July 1, ~~2018~~ 2015 – June 30, ~~2021~~ 2018

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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 Expo Center, the Oregon Convention Center, and the Portland's 5 Centers for the 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 probation 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. 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.~~ Part-time employees will be scheduled in accordance with the following criteria: event driven needs, 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 32 hours per work week.~~

ARTICLE 3: MANAGEMENT RIGHTS

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.
- J. 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. ~~The Employer shall provide the opportunity for the Union to meet with all new employees within the bargaining unit.~~ Membership or non-membership in the Union shall be ~~the a guaranteed individual~~ **voluntary** choice of employees within the bargaining unit. ~~provided, however, that~~ **Any** any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by ~~the giving~~ **signed**, ~~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~~ Fair fees share for non-union employees shall be, voluntary and shall not be deducted without notification from the Union of receipt of a voluntary automatic deduction authorization card signed by the non-member. Voluntary fair share fees 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. 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 voluntary 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~~ who have so authorized. 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 voluntary fair share fees 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 voluntary fair share fees

~~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. In the event there is no lead person assigned to the facility, a member of the bargaining unit shall be included in the process.

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 of the Agreement 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.

Effective the pay period following the ratification of both parties, wages will be increased by ~~2.5%~~ 2.5%. Effective July 1, ~~2019~~ 2016 wages will be increased by ~~2.5%~~ 2.5%. Effective July 1, ~~2020~~ 2017 wages will be increased by ~~3%~~ 2.5%. Exhibit "A", will reflect each increase as specified herein.

Payroll shall follow a bi-weekly or semimonthly schedule. The Union shall be provided sixty (60) days written notice of a change to a bi-weekly or semimonthly schedule.

One time market adjustment of in year (2018-2019):

~~\$0.75 for Electrician, Lead Electrician, and Lead Operating Engineer~~

~~\$0.25~~ \$0.50 for all ~~other~~ classifications

ARTICLE 7: OVERTIME

The workweek for the purposes of calculating overtime is defined as seven (7) consecutive calendar days beginning at 12:01 am on ~~Monday~~ ~~Thursday~~ and ending on the following ~~Sunday~~ ~~Wednesday~~ at 12:00 midnight. The employer may change days of the workweek by providing sixty (60) days notice to the union. 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 overtime 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 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.

ARTICLE 8: HEALTH AND WELFARE BENEFITS

- 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. 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

- D. 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 benefits eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

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

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.
- C. 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 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 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's 5 Centers for the Arts
- 3) Portland Expo 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.

ARTICLE 11: SHIFT HOURS

- A. Notice of change in shift starting times or days off will be given **five (5)** ~~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 employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. Employees will be required to be on-site during their lunch

period 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. 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. Notwithstanding the workweek set forth in item B., Management may, at its discretion, choose to implement a work schedule consisting of four (4) ten (10)-hour shifts.
- D. An employee who starts a shift between 12:00PM ~~2:00 PM~~ and 04:00 AM shall receive shift differential pay of one dollar and **seventy cents per hour (\$1.70)** ~~sixty-five cents per hour (\$1.65)~~ in addition to the regular hourly rate for all hours worked between 12:00PM ~~2:00 PM~~ and 4:00 AM. Shift differential pay shall not apply when the employee is on a leave with pay.
- E. Part-time employees are not eligible for shift differential.
- F. **Employees shall not be scheduled with split days off.**
- G. **All employees who are scheduled to return to work with less than eight (8) hours off between shifts, will be paid time and one-half for the next shift during all hours worked.**

ARTICLE 12: OFF-DUTY CALLS

- A. Telephone calls by managers **or designee** to off-duty employees **regarding technical support** 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 responds to an emergency call by 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 **(3)** sets of uniforms per fiscal year including shirts and pants and **one (1) set of coveralls per contract if requested**. The Employer will also provide one Carhartt or equivalent quality jacket per contract. Subject to the Employer's approval, replacement items will be provided 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 fifty dollars (\$150)** ~~one hundred and twenty five dollars (\$125)~~ per fiscal year 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~~.
- C. The Employer will provide all safety and rain gear to be stored and used on site as needed.
- D. Part-time employees will be furnished with two **(2)** shirts per contract.

ARTICLE 14: VACATION

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

Accrual of Hours at 24 Pay Periods/Year	Accrual Rate Per Hours Paid	Total Years of Full Time Service	Equivalent Annual Vacation Hours for Full-Time Employees
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

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
Date of Hire through completion of 3 years	.0577 hours	120 hours
4 years through the completion of 7 years	.0692 hours	144 hours
8 years through completion of 11 years	.0808 hours	168 hours
12 years plus	.0923 hours	192 hours

Employees that were accruing two hundred (200) vacation hours per year (per full-time employee) at the time of ratification of this agreement shall continue to accrue vacation hours at the rate of two-hundred (200) vacation hours per year (per full-time employees).

- B. Vacation hours shall accrue on all hours paid (e.g. straight-time and overtime hours worked, paid sick leave and paid vacation).
- C. Employees shall not accumulate more than two hundred and seventy five (275) ~~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 275 ~~250~~ hour cap, the employee will schedule such time off pursuant to Section D ~~C~~ of this Article.
- D. 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.

- E. 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.
- F. Management will post changes in vacation procedures, policies, black-out dates or guidelines in a timely manner.
- G. 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. 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 cannot be utilized by employees in their initial probationary period.

New Year's Day	January 1 st
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 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
3 Personal Days	To Be Scheduled

- B. Full-time employees shall receive eight (8) hours of straight time pay for each holiday enumerated above on which they perform no work. Fulltime employees who work a 4-10 schedule shall receive ten (10) hours of straight time pay for each of the holidays set forth 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 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. 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. 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 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. Personal days shall be scheduled within the fiscal year they are awarded.
- 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 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 bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid, **including** ~~excluding~~ overtime 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 **mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventative 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. 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 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 healthcare provider's statement attesting to the illness.

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

During periods when an employee is receiving time loss payments from ~~workers' worker's~~ compensation the employee shall receive only the paid sick leave, if any, **when workers' compensation benefits are not available (e.g. first three (3) days of leave).** ~~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.

- B. **Bereavement Leave:** An employee absent from duty by reason of the death of his or her spouse, 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 any additional time off will be charged against accumulated sick leave.

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 coworker 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

- D. **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.

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. This leave may be extended by the Facility 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, Metro.

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.

ARTICLE 18: RETIREMENT

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.

In the event that during the term of the Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the Employer to make contributions/payments to PERS/OPSRP on behalf of employees as described in this Article, then the parties shall reopen negotiations over the invalid words or sections as per ORS 243.702. If there are other changes to PERS that impact a mandatory subject of bargaining that result in a reduction to the contribution to the Individual Account Program (IAP) and a cost savings for the Employer, the Union may demand to bargain the impacts of such decision in accordance with the expedited bargaining process as per ORS 243.698.

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 non-probationary 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 **Level Step 1**. The following shall constitute the grievance procedure **levels steps**:

Level I – Supervisor

Within twenty-one (21) calendar days of the alleged dispute, or the employee's first knowledge of such dispute, the employee accompanied by the Union shall file the written grievance with the employee's immediate supervisor. Within fourteen (14) calendar days of receipt of the grievance, the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance it to Level II.

The Union may choose to skip Level I and submit a grievance directly to the Director in matters where the Director made the decision that resulted in the grievance.

Level II – Director

Within fourteen (14) calendar days of the receipt of the supervisor's response, or absent a response fourteen (14) calendar days from the deadline for the supervisor's response at Level I, the Union and employee shall submit the advanced written grievance to the Director of the employee's particular Department. The Director or designee may respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Director or designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance the grievance to Level III.

The Union may choose to skip Level I and II and submit a grievance directly to the General Manager of Visitor Venues in matters where the General Manager of Visitor Venues made the decision that resulted in the grievance.

Level III – General Manager of Visitor Venues

Within fourteen (14) calendar days of the receipt of the Department Director's response, or absent a response fourteen (14) calendar days from the deadline for the Department Director's response at Level II, the Union and employee may submit the grievance to the General Manager of Visitor Venues. The General Manager of Visitor Venues or designee shall respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the General Manager of Visitor Venues or designee

to respond, or failure of the grievance to be resolved at this level, shall permit the employee and the Union to advance the grievance to Level IV within fourteen (14) calendar days of the response, or of the deadline for the General Manager of Visitor Venues response.

~~Step 1 An employee may present a grievance, in writing to the employee's immediate supervisor for adjustment within 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 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 within 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 fifteen (15) days of its receipt.~~

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

~~Step 4 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 respond within fifteen (15) calendar days of receipt of the grievance.~~

Level IV – Arbitration

~~Step 5~~ If the grievance is still unsettled, the Union may within **thirty (30)** ~~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 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 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.

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 **Level III 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. **F.**~~
- 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. **G.**
- H. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision. **H.**
- 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 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 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 Metro Human Resources Director.
- 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 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. 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.
- 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.

- 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.
- 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.

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. **Employees who are required to report to work or stay at work when other staff are sent home when the inclement weather determination has been made and the facility has been closed shall be compensated for hours worked at the overtime rate for that shift only.**

ARTICLE 25: OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment, provided that the following conditions are met:

- 1) It does not create a conflict of interest with the employee's MERC duties;
 - 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.
- C. Employees who engage in outside employment who are found to violate the above conditions, or who have failed to notify their supervisor of such employment may be disciplined, as set forth in Article 20 Discipline, including due process and just cause standards.

ARTICLE 26: 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. Such increases to the monthly parking fee shall be limited to no more than \$5.00 in a fiscal year.

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: OVERPAYMENT & UNDERPAYMENT

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 checkup 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: 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 33: TERM OF AGREEMENT

A. The Agreement closes for the term of the Agreement ~~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, 2021 ~~2018~~, and shall be automatically renewed unless written notice of reopening is given by either party to the other not less than sixty (60) days prior to June 30.

METROPOLITAN EXPOSITION
RECREATION COMMISSION

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 701

Scott Cruickshank ~~Scott Robinson~~
~~Interim~~ General Manager of Visitor
Venues

James Anderson ~~Nelda~~
~~Wilson~~
Business Manager & Financial
Secretary

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

Job Code	Classification	Entry 6 month 2017-18	Full Rate 2017-18	
8196	Apprentice Engineer	\$27.34	\$28.66	
8420	Apprentice Electrician	\$29.83	\$31.26	
8194	Operating Engineer 1	\$29.00	\$30.40	
8195	Operating Engineer 2	\$31.90	\$33.44	
8160	Lead Operating Engineer	\$35.08	\$36.76	
8240	Electrician	\$35.05	\$36.72	
2018-19	Proposed Increase:	2.50%	2.50%	
Job Code	Classification	Entry 6 month 2018-19	Full Rate 2018-19	Mkt Adj
8196	Apprentice Engineer	\$28.52	\$29.88	\$0.50
8420	Apprentice Electrician	\$31.08	\$32.54	\$0.50
8194	Operating Engineer 1	\$30.23	\$31.66	\$0.50
8195	Operating Engineer 2	\$33.20	\$34.78	\$0.50
8160	Lead Operating Engineer	\$36.46	\$38.18	\$0.50
8240	Electrician	\$36.43	\$38.14	\$0.50
2019-20	Proposed Increase:	2.50%	2.50%	
Job Code	Classification	Entry 6 month 2019-20	Full Rate 2019-20	
8196	Apprentice Engineer	\$29.24	\$30.62	
8420	Apprentice Electrician	\$31.85	\$33.36	
8194	Operating Engineer 1	\$30.98	\$32.45	
8195	Operating Engineer 2	\$34.03	\$35.65	
8160	Lead Operating Engineer	\$37.37	\$39.13	
8240	Electrician	\$37.34	\$39.09	
2020-21	Proposed Increase:	3.00%	3.00%	
Job Code	Classification	Entry 6 month 2020-21	Full Rate 2020-21	
8196	Apprentice Engineer	\$30.11	\$31.54	
8420	Apprentice Electrician	\$32.81	\$34.36	
8194	Operating Engineer 1	\$31.91	\$33.43	
8195	Operating Engineer 2	\$35.05	\$36.71	
8160	Lead Operating Engineer	\$38.49	\$40.31	
8240	Electrician	\$38.46	\$40.26	

EXHIBIT "B" - OCC WORK SCHEDULE BIDDING PILOT PROGRAM

~~LETTER OF AGREEMENT MERC and IUOE LOCAL 701 OCC WORK SCHEDULE BIDDING PILOT PROGRAM~~

This is a Letter of Agreement (LOA) between the Metropolitan Exposition Recreation Commission (MERC) and IUOE Local 701 (the Local) in regard to Article 11, Shift Hours, at the Oregon Convention Center (OCC).

~~BACKGROUND~~

- ~~A. The Local has expressed interest in full-time employees, excluding leads, assigned to the OCC facility to bid for work schedules determined by management;~~
- ~~B. MERC is amenable to a 12-month trial period of a work-schedule bidding process;~~
- ~~C. The parties wish to enter into this LOA to set forth the parameters of this 12-month pilot work schedule bidding process.~~

~~*~~

~~Entry rates shall not apply to Operating Engineers and Electricians, including leads, who are reassigned or transferred from one MERC facility to another.~~

- ~~1. All full-time employees represented by the Local at the OCC, excluding Leads, shall have the opportunity to bid for a work schedule established by the employer under the following conditions:~~
- ~~2. Work schedules will be bid every six (6) calendar months. For the purposes of this pilot program, this will include bids on July 1, 2015 and January 1, 2016.~~
- ~~3. When schedules are bid, the employee shall identify in writing to their immediate supervisor the designated schedule the employee wishes to work.~~

~~Schedules will be assigned based on the seniority of the employee within the classification as defined in Article 10, Section A.~~

- ~~4. Newly hired employees on initial probation shall be placed on a work schedule according to operational and training requirements. Following the completion of the probationary period, the employee will be allowed to bid at the next bid opportunity.~~
- ~~5. Work schedules will be posted for bidding by November 1 or May 1 as appropriate. Bids will be completed by December 15 or June 15 as appropriate. An employee who does not sign up for a work schedule within 10 working days of being posted will be moved to the bottom of the seniority list for the purposes of that specific shift bidding cycle. Any employee who is moved to the bottom of the list during a bidding cycle will be restored to their appropriate seniority level for the next bidding cycle.~~
- ~~6. If any employee refuses to sign up for a work schedule by December 15 or June 15, he or she will be assigned an available schedule by their supervisor.~~
- ~~7. The employer may assign employees to work schedules other than those that have been bid for by the employee and to facilities other than those the employee may be regularly assigned to based on needs of the employer.~~
- ~~8. No later than the end of the ninth (9th) month of the OCC Work Schedule Bidding Pilot Program, there will be a meeting of both parties to review the Pilot Program.~~
- ~~9. At any time through the twelve (12) month Pilot Program, either party may end the Pilot Program with at least thirty (30) days written notice to the other party, at which time the employer will make work schedule assignments based on operational needs subject to the provisions of Article 11.~~
- ~~10. This LOA shall not be construed to establish a precedent, practice or custom between the parties, nor is it an agreement regarding sections of the CBA or~~

~~schedules not addressed in this LOA. As such, all other existing language of the CBA remains in effect~~

~~11. If no other agreement has been reached in regard to work schedule bidding, this LOA shall expire twelve months from the effective date of the LOA and the parties shall return to assignment of shifts in accordance with Article 11.~~

FOR MERC _____ FOR IUOE, Local 701

Ron Zito _____ Nelda Wilson

Labor Relations Program Manager _____ Business Manager

and Financial _____

Secretary _____

Date _____ Date

**LETTER OF AGREEMENT
MERC and IUOE LOCAL 701
OCC WORK SCHEDULE BIDDING PILOT PROGRAM**

This is a Letter of Agreement (LOA) between the Metropolitan Exposition Recreation Commission (MERC) and IUOE Local 701 (the Local) in regard to Article 11, Shift Hours, at the Oregon Convention Center (OCC).

BACKGROUND

- A. The Local has expressed interest in full-time employees, excluding leads, assigned to the OCC facility to bid for work schedules determined by management;
- B. ~~MERC is amenable to a 12-month trial period of a work schedule bidding process;~~
- C. The parties wish to enter into this LOA to set forth the parameters of ~~the this 12-month pilot~~ work schedule bidding process.

AGREEMENT

The parties agree as follows:

- 1. All full-time employees represented by the Local at the OCC, excluding Leads, shall have the opportunity to bid for a work schedule established by the employer under the following conditions:
- 2. Work schedules will be bid every six (6) calendar months. ~~For the purposes of this pilot program, this will include bids on July 1, 2015 and January 1, 2016.~~
- 3. When schedules are bid, the employee shall identify in writing to their immediate supervisor the designated schedule the employee wishes to work. Schedules will be assigned based on the seniority of the employee within the classification as defined in Article 10, Section A.
- 4. Newly hired employees on initial probation shall be placed on a work schedule according to operational and training requirements. Following the completion of the probationary period, the employee will be allowed to bid at the next bid opportunity.

5. Work schedules will be posted for bidding by November 1 or May 1 as appropriate. Bids will be completed by December 15 or June 15 as appropriate. An employee who does not sign up for a work schedule within 10 working days of being posted will be moved to the bottom of the seniority list for the purposes of that specific shift bidding cycle. Any employee who is moved to the bottom of the list during a bidding cycle will be restored to their appropriate seniority level for the next bidding cycle.
6. If any employee refuses to sign up for a work schedule by December 15 or June 15, he or she will be assigned an available schedule by their supervisor.
7. The employer may assign employees to work schedules other than those that have been bid for by the employee and to facilities other than those the employee may be regularly assigned to based on needs of the employer.
8. ~~No later than the end of the ninth (9th) month of the OCC Work Schedule Bidding Pilot Program, there will be a meeting of both parties to review the Pilot Program.~~
9. ~~At any time through the twelve (12) month Pilot Program,~~ either party may end the Pilot Program with at least thirty (30) days written notice to the other party, at which time the employer will make work schedule assignments based on operational needs subject to the provisions of Article 11.
10. This LOA shall not be construed to establish a precedent, practice or custom between the parties, nor is it an agreement regarding sections of the CBA or schedules not addressed in this LOA. As such, all other existing language of the CBA remains in effect
11. If no other agreement has been reached in regard to work schedule bidding, this LOA shall expires **with the contract expiration on June 30, 2021.** ~~twelve months from the effective date of the LOA and~~ **At that time,** the parties shall return to assignment of shifts in accordance with Article 11.

FOR MERC

Siobhan Murphy ~~Ron Zito~~
HR ~~Labor Relations~~ Program Manager

FOR IUOE, Local 701

~~Spencer Hardy~~
~~Associate Counsel~~
