

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 19-07**

For the purpose of ratifying the collective bargaining agreement with the International Longshore and Warehouse Union Local 28 (the Union).

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

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

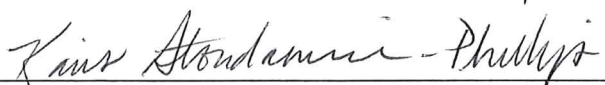
**WHEREAS**, the Union membership ratified the collective bargaining agreement on May 20, 2019; and

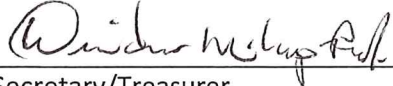
**WHEREAS**, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

**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 June 5, 2019.

  
Chair

  
Secretary/Treasurer

*Approved as to Form:*

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 Longshore and Warehouse Union Local 28.

**Resolution No.** 19-07

**Presented by:** Ross Hume, Program Manager, Labor Relations and Employee Engagement

**Date:** June 5, 2019

**Background and Analysis:**

The MERC – ILWU Local 28 collective bargaining agreement represents a contract of the terms and conditions of employment for Medical Technicians and Security Agents at MERC venues.

The parties met for their first session of bargaining on April 18, 2019. Tentative agreement of the contract was reached on April 18, 2019. Ratification was reached by ILWU Local 28 membership on May 20, 2019.

This resolution is submitted to ratify the contract between IATSE 28 and MERC/Metro for the period July 1, 2019 through June 30, 2022. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- Wages and Pay Schedule
  - Effective July 1, 2019 Security Agents will be placed on a seven step salary schedule to achieve pay equity with other security agents in the agency
    - Lead Security Agents will follow a seven step schedule 10% greater than Security Agents
    - Wage Adjustment and Cost of Living Adjustment for Medical Technicians
  - Effective July 1, 2020, wages will be increased 3.00%;
  - Effective July 1, 2021, wages will be increased by 3.00%

**SHORT RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement are within budgeted amounts.

**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 19-07 which states the MERC Commission approves ratification of the contract.



Tentative Agreement

4/18/19

*R. Hume*  
Kimball P. Vickery

600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov

Date: April 18, 2019  
To: Kimball Vickery  
From: Ross Hume, Labor Relations Program Manager  
Subject: Conditional Metro Supposal

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The attached document is Metro's conditional supposal to the International Longshore and Warehouse Union Local 28 for a successor to the parties' 2015 - 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

**1) Wages:**

**a) Effective upon ratification but no earlier than 7/1/2019**

- a. For Security Agents and Lead Security Agents, employees will be placed on a new 7 step schedule based on seniority within classification, but in no case will receive a lower rate of pay.
- b. The salary schedule for Medical Technicians will increase per Exhibit A.

**b) Effective upon ratification but no earlier than 7/1/2020**

- a. All salary schedules will increase by 3.0%

**c) Effective upon ratification but no earlier than 7/1/2021**

- a. All salary schedules will increase by 3.0%

**2) Terms of Agreement (Article 40):** Duration - 3 year agreement expiring 6/30/2022

**3) Housekeeping Items:**

- a. **Non-Discrimination (Article 8):** Strike illegal provisions in Section 3. Delete Section 2 outline complaint procedure.
- b. **Overtime (Article 10):** Update contract language to reflect current workweek.
- c. **Sick Leave (Article 16):** Remove sick leave incentive provision.

If this conditional supposal is not accepted by the International Longshore and Warehouse Union Local 28, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining.

TA'd  
4/18/19

*Amber P. Vickery*

**ARTICLE 8: NON-DISCRIMINATION**

**Section 1.**

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of 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.

**Section 2.**

~~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 that is brought to the Union for processing will be submitted directly to the Metro Human Resources Director either informally or formally. The Metro Human Resources Director will strive to address an informal complaint within 30 days. If informal attempts to resolve the complaint are unsuccessful, a formal (written) complaint may be made. The Metro Human Resources Director or designee shall within five (5) working days from the receipt of a formal complaint acknowledge the complaint in writing.~~

**The Metro Human Resources Director or designee will:**

- ~~a) Thoroughly investigate the complaint and establish a file of findings;~~
- ~~b) Submit the findings with a recommendation to the appropriate management personnel;~~
- ~~c) Inform the complainant of the conclusion of the investigation.~~

**Section 3.**

~~If any employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 4 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.~~

TA'd

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## ARTICLE 10: OVERTIME

### Section 1.

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

### Section 2.

All Security Agents shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours for eight hour scheduled shifts, 10 hours for 10 hour shifts and 12 hours for 12 hour scheduled shifts in any workday, or forty (40) hours in any workweek.

Overtime eligibility for Part-Time Med Techs shall be limited to the rate of time and one-half (1<sup>1/2</sup>) for all authorized work performed in excess of forty (40) hours in any workweek.

### Section 3.

All employees who "double-back," who are scheduled to return to work with less than ten (10) hours off, will be paid time and one-half for the double-back shift unless the employee waives the option of double back pay, and instead chooses to work with straight time pay.

When an employee picks up an additional shift voluntarily, the employer will not be liable for "double-back" pay, or daily overtime pay, but will be liable for overtime pay for hours worked in excess of forty (40) hours in a work week.

### Section 4.

For purposes of computing overtime, hours worked will include only time actually worked, and shall not include holiday pay, vacation and sick leave pay, or compensable on-the-job injury pay.

### Section 5.

The Employer shall give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer shall assign the necessary number of employees to work overtime. Any employee who

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*TS/K*  
*Donnal P. Vocking*

declines to work overtime waives, by that amount, any right to equal overtime in the future.

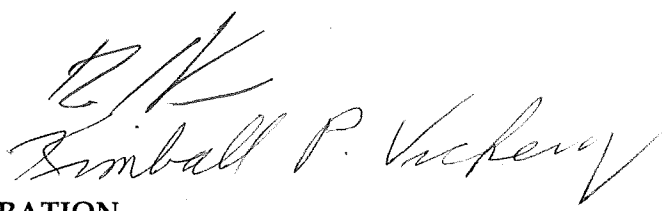
**Section 6.**

Application of the overtime section shall not be construed to provide for compensation at a rate exceeding time and one-half or to affect a "pyramiding" of overtime and all forms of premium pay.

**Section 7.**

Shift trading is permitted; overtime must be approved by the Special Services Manager.

TA'd.  
4/12/19

  
Kimball P. Vickery

**ARTICLE 12: SALARY ADMINISTRATION**

Newly hired employees Medical Technicians will be paid the "Probationary Rate" per their classification as specified in Exhibit A for the term of their probationary period, as defined in Article 28. Upon successful completion of the probationary period as defined in Article 28, employees will be paid the "Regular Rate" per their classification as specified in Exhibit A.

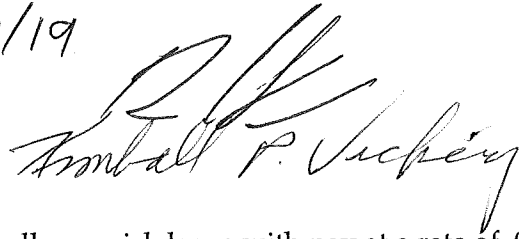
For Security Agents and Lead Security Agents, employees shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit the employer from placing employees above step one or advancing employees to higher levels of the salary range.

Upon ratification by both parties, but no earlier than July 1, 2019, wages in Exhibit A will be implemented. For Security Agents and Lead Security Agents, employees will be placed on a new step schedule based on seniority within classification, but in no case will receive a lower rate of pay.

Effective July 1, ~~2017~~2020, wages in Exhibit A will be increased 3.0%

Effective July 1, ~~2018~~2021, wages in Exhibit A will be increased 3.0%

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## ARTICLE 16: SICK LEAVE

### Section 1.

All bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid. Qualified employees shall be eligible for use of earned sick leave immediately after it is earned.

### Section 2.

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

- 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.
- b. When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), the provisions of Metro's Family and Medical Leave Policy will apply.
- 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. As otherwise required by law.

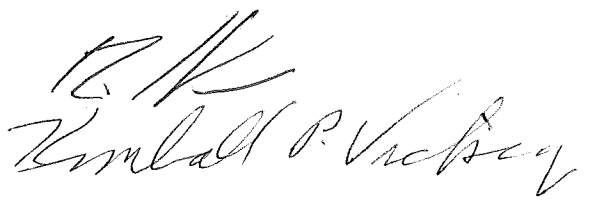
### Section 3.

Management will consider the following factors in determining if an employee is misusing sick leave:

- a) Use of sick leave in conjunction with regular days off, vacation, personal holidays, on two or more occasions with the preceding one (1) year; or
- b) Patterns of sick leave usage; or
- c) Use of more than forty (40) hours or more of unprotected sick leave, in the preceding ~~six (6)~~ twelve (12) months.



TA'd  
4/18/19

  
Ronald P. Vickrey

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate or who has expired all sick leave accruals during a period of approved FMLA, shall not be deemed to be misusing sick leave.

#### Section 4.

Employees unable to report to work shall report the reason for absence to their supervisor at least four (4) hours prior to the scheduled beginning of their shift. In case of an emergency, the employee will contact the employer at the first opportunity. An employee shall be entitled to use a maximum of four (4) consecutive workday's sick leave without a signed doctor's statement if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive workday's sick leave without a doctor's certification.

#### Section 5.

MERC and the Union agree that no employee should receive full net wages in paid sick leave while also receiving time loss payments on an insured Workers' Compensation claim. The parties therefore agree as follows:  
During periods when an employee is receiving time loss payments from worker's compensation the employee shall receive only the paid sick leave, if any, to bring the employee to full net take-home pay for the pay period. MERC may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding 20 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.

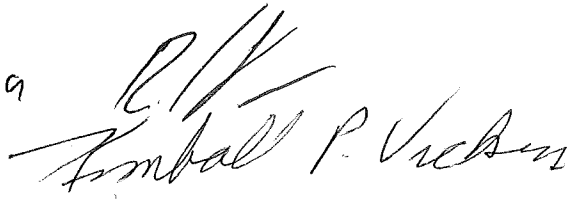
#### Section 6.

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

#### Section 7.

~~Regular 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 for eight (8) hours of sick leave at the end of the fiscal year period.~~

TA'd  
4/13/19

  
Campbell P. Vickens


**Section 8 7.**

Where the Employer has reason to believe an employee is physically incapable of performing the duties of their position, the Special Services Manager may require the employee to take the Physical Capacity Test as provided for in Article 17 (b) Special Circumstances Test or submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of their position.

**Section 9 8.**

The Employer will abide by the Americans with Disabilities Act (ADA) in determining reasonable accommodation.

TA'd  
4/18/19

  
Randall P. Vickberg

**ARTICLE 40: TERM OF AGREEMENT**

This Agreement shall be in full force and effect from ~~July 1, 2015 until June 30, 2019~~ **July 1, 2019**  
**until June 30, 2022**, and it shall cease and expire on that date.

If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

TA'd  
4/18/19

*[Handwritten Signature]*  
Michael P. Vichay

**EXHIBIT "A": PAY SCHEDULE**

Upon ratification of both parties **but no earlier than July 1, 2019**, the following pay schedule will be implemented.

Metropolitan Exposition Recreation Commission  
ILWU, Local 28 Hourly Rate Pay Schedule

<b>Lead Security Agent</b>	
Probationary	Regular
\$19.73	\$20.54

**Lead Security Agent**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>19.68</u>	<u>20.66</u>	<u>21.68</u>	<u>22.76</u>	<u>23.91</u>	<u>25.10</u>	<u>26.36</u>

<b>Facility Security Agent (FT/PT)</b>	
Probationary	Regular
\$17.94	\$18.68

**Facility Security Agent (FT/PT)**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>17.89</u>	<u>18.78</u>	<u>19.71</u>	<u>20.69</u>	<u>21.74</u>	<u>22.82</u>	<u>23.96</u>

<b>Medical Technician</b>	
Probationary	Regular
\$15.59	\$16.24

<b>Medical Technician</b>	
Probationary	Regular
<u>\$17.19</u>	<u>\$17.89</u>