

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 19-09

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28 (Audio Visual at the Oregon Convention Center) (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 7, 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 Alliance of Theatrical Stage Employees (IATSE) Local 28 (Audio Visual at the Oregon Convention Center).

Resolution No. 19-09

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

Date: June 5, 2019

Background and Analysis:

The MERC - IATSE 28 collective bargaining agreement represents a contract of the terms and conditions of employment for three full-time Audio/Visual (AV) Lead Technicians and 18 part-time AV Technicians. These employees work at the Oregon Convention Center and provide AV services for conventions.

The parties met for their first session of bargaining on April 16, 2019. Tentative agreement of the contract was reached on April 30, 2019. Ratification was reached by IATSE 28 membership on May 7, 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 wages will be increased by 2.0%
Wage Adjustment for Audio Visual Lead Technicians increase wages by \$1.45 per hour;
 - Effective July 1, 2020, wages will be increased 2.50%;
 - Effective July 1, 2021, wages will be increased by 2.50%

- Health and Welfare
 - Pro-rated Health and Welfare benefits at 50% for employees working 20 hours or more per week in a one-year look-back period
 - Pro-rated Health and Welfare benefits at 75% for employees working 26.7 hours or more per week in a one-year look-back period
 - Full-time Health and Welfare benefits for employees working 32 hours or more per week in a one-year look-back period

- Shift Premium
 - Shift premium of \$1.70 per hour when working from the hours of 12:00 am to 5:00 am.

- Overhire Agreement
 - A trial agreement to hire extra Audio Visual Technicians when needed through the Union Hiring Hall through January 31, 2020.

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 19-09 which states the MERC Commission approves ratification of the contract.



TA 4/30/19
Rose Etta Venetucci
R.H.

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

Date: April 30, 2019
To: Rose Etta Venetucci
From: Ross Hume, Labor Relations Program Manager
Subject: Revised Conditional Metro Supposal

The attached document is Metro's conditional supposal to IATSE Union Local 28 representing Audio Visual employees at the Oregon Convention Center for a successor to the parties' 2016 - 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

- 1) **Wages (Article VII):**
 - a) **Effective upon ratification but no earlier than 7/1/2019**
 - a. Audio Visual Lead Technicians will increase to \$27.61 per hour
 - b. All salary schedules will increase by 2.00%
 - b) **Effective upon ratification but no earlier than 7/1/2020**
 - a. All salary schedules will increase by 2.50%
 - c) **Effective upon ratification but no earlier than 7/1/2021**
 - a. All salary schedules will increase by 2.50%
- 2) **Work Schedules (Article IX):**
 - a. Shift premium for hours worked between 12:00 am and 5:00 am of \$1.70 per hour.
- 3) **Health and Welfare Benefits (Article X):**
 - a. Full-time benefit eligibility established at 32 hours per week
 - b. Pro-rated insurance offered for employees working 20 or more hours per week
- 4) **Other Leaves (Article XIII):**
 - a. Expand bereavement leave to include aunt, uncle, and grandparent-in-law
- 5) **Terms of Agreement (Article XXII):** Duration - 3 year agreement expiring 6/30/2022
- 6) **Housekeeping Items:**
 - a. **Dues and Work Fees (Article III):** Incorporate changes made in current letter of agreement post Janus
 - b. **Union Rights (Article V):** Incorporate changes made in current letter of agreement post Janus
 - c. **Discipline and Discharge (XVII):** Eliminate "oral reprimand" as part of the definition of discipline under the bargaining agreement
 - d. **Work Schedules (IX):** Incorporate language from grievance settlement. See 9.3 and 9.5.
- 7) **Letter of Agreement:** Overhires hired through the hiring hall through January 31, 2020.

If this conditional supposal is not accepted by the IATSE 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. This conditional supposal will expire on April 30, 2019.

TA 4/30/19
Roc Atkinson
R.A.

ARTICLE III: DUES AND WORK FEES

- 3.1 The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees **for all bargaining unit employees and union membership dues** and membership dues or fair share fees for those who have provided the Employer with written authorization for such deductions. ~~Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share fee payer. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing~~ **as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions shall be forwarded to the Union.** The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.
- 3.2 Work fees will be deducted in a percentage of gross wages per pay period as designated by the Union.
- 3.3 Membership dues may be deducted in an amount equal to ~~1/24~~ **1/26** of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earning received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which **there was insufficient earning to cover the deduction of the applicable dues or fees. The Union will be the holder of records concerning union membership status.**
- 3.4 **Bargaining unit employees who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer shall deduct such voluntary payments in accordance with and on the same terms as provided in Section 3.1.**
- 3.5 **Indemnification:** The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of implementation of this Section if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

TA 4/30/19
Ron Otto Ven Jr
R/O

ARTICLE V: UNION RIGHTS

- 5.1 Union Representatives: Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be updated as necessary.
- 5.1.1 Business Representative(s) of the Union shall make their presence known to the appropriate administrative authority when coming on grounds to meet with employees. Such meetings shall be conducted during the employee's non-work time and shall not be paid time unless paid time is approved by management. Such visits shall not interrupt work or disrupt operations.
- 5.1.2 Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- 5.1.3 No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- 5.1.4 A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.
- 5.1.5 Internal union business shall be conducted by Stewards and employees during their non-work time.
- 5.1.6 All matters relating to contract negotiations will be performed on the employee's own time.
- 5.2** **Via a twice a month report the employer will notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, date of hire, job classification, and phone number. The Employer shall provide such information to the Union's Secretary.**
- 5.2.1** **The Employer shall provide the Union with advanced notice of all new-employee orientation sessions for new hires covered in this agreement and shall further afford the Union sufficient time during such orientations to address newly hired employees.**

TA 4/30/19
Rosetta Venturi
R/V

ARTICLE VIII: WAGES

- 8.1 ~~Upon ratification of both parties, wages as reflected in Exhibit A will be implemented.~~ **Upon ratification by both parties, but not before July 1, 2019, wages as reflected in Exhibit A.**
- 8.2 Upon ratification by both parties, but not before July 1, 2017 ~~July 1, 2020~~, wages as reflected in Exhibit A will be increased by ~~2.00~~ **2.50**%.
- 8.3 Upon ratification by both parties, but not before July 1, 2018 ~~July 1, 2021~~, wages as reflected in Exhibit A will be increased by ~~1.50~~ **2.50**%.

TA 4/30/19
Lisa A. Venturi
R.P.

ARTICLE IX: WORK SCHEDULES

9.1 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 twenty-four (24) hour period beginning at 12:01 am each day and ending at 12:00 midnight.

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

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

9.3 When an event as determined by Management requires two shifts separated by more than one hour in a single day to be staff by the same employee for continuity of service, that employee will be scheduled a minimum of ten (10) hours for the combined shifts.

9.4 Work performed between 12:00 am and 5:00 am will receive a shift premium of \$1.70 per hour.

9.5 Management will provide a tentative event schedule for the following month at least seven (7) calendar days prior to the deadline for employees to enter their availability to work during that month. The parties understand that scheduling changes may occur after the tentative schedule is posted.

TA 4/30/19
Ron Utter
[Signature]

ARTICLE X: HEALTH AND WELFARE BENEFITS

10.1 **Joint Labor Management Committee:** A Metro Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to represent IATSE Local 28 and its sub-locals to serve and vote on the Joint Labor-Management Committee on Health Benefits.

Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. The full details of the JLMC are contained in the JLMC by-laws.

10.2 **Benefit Eligibility: Effective January 1, 2020, for regular status employees working thirty two (32) hours a week or more, 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.**

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

10.3 **Effective January 1, 2020,** Prorated insurance will be available to employees who work thirty (30) **twenty (20)** 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.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement period. This annual calculation shall be from November 1st through the end of October of each year, and shall hereinafter be referred to as the calculation period.

- **Employees with hours paid of 20 – 26.69 per week (according to the calculation period) shall receive benefits prorated at 50%.**
- **Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.**
- **Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.**

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 **1.0** x \$920) = \$264**80.00**

An employee working a 30 hour weekly average would pay \$1,000 – (.75 x \$920) = \$310.00

An employee working a 20 hour weekly average would pay \$1,000 – (.50 x \$920) = \$540.00

TA 4/30/19
Carla V. Vintz
R. J.

- 10.4 **Premium Sharing:** Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee.

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

Metro agrees to pay an amount up to \$150 per month to full-time employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro. Should contracts with insurance carriers, financial consideration, or health insurance plan designs indicate a need to change the opt out amount, the parties will meet to confer and come to mutual agreement on this paragraph.

- 10.5 **Plan Changes:** If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.
- 10.6 **Life, Long Term Disability and Accidental Death and Dismemberment Insurance:** Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.
- 10.7 The Employer shall provide an employee assistance program (EAP) to benefit-eligible employees at no cost to the employee.

TA 4/30/19
Ron the Union
R. J.

ARTICLE XVII: DISCIPLINE AND DISCHARGE

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

TA 4/30/19
Rozetta Vento
R. V.

ARTICLE XXII: TERM OF AGREEMENT

- 22.1 The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific term of this Agreement shall be effective upon the ratification of both parties and until June 30, 2019 **2022**, when it shall cease and expire on that date.
- 22.2 Closure: The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 22.3 Amendment: The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

TA 4/30/19
Ron Atkinson
RJA

EXHIBIT A: PAY SCHEDULE

Metropolitan Exposition Recreation Commission
IATSE, Local 28 (AV at OCC) Hourly Rate Pay Schedule

AV Technician	
Probationary	Regular
\$17.87	\$22.19
<u>\$18.87</u>	<u>\$23.43</u>

Lead AV Technician	
Probationary	Regular
	\$25.26
N/A	<u>\$28.16</u>

Rate While Performing Rigging at 30 Feet or Higher*	
\$29.26	<u>\$30.91</u>

*As directed by management

TA 4/30/19
Rose Etta Venetucci
R.E.V.

Letter of Agreement
MERC and IATSE Local 28

This is a Letter of Agreement (LOA) between MERC (hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to overhires of Audio Visual Technicians (hereinafter referred to as "Extra Audio Visual Technicians") at the Oregon Convention Center.

RECITALS

The parties wish to establish an alternative procedure for hiring Extra Audio Visual Technicians at the Oregon Convention Center on a trial basis.

AGREEMENT

1. Where the amount of work exceeds Audio Visual staffing levels and/or there are insufficient staff with the applicable skills, management will schedule Extra Audio Visual Technicians with the Union who can perform the duties required to the satisfaction of the Employer and third parties paying for services.
2. The Employer may request an individual by name or by asking the Union to dispatch a worker.
3. The Employer retains the right to refuse any Extra Audio Visual Technician referred by the Union.
4. An Extra Audio Visual Technician is responsible to perform all duties of the Audio Visual Technician classification.
5. The Union shall provide the qualified personnel to fill the call within 24 hours of the notice of a staffing need. If the Union is unable to fill the call within 24 hours' notice, the Employer may fill the call by other means.
6. An Extra Audio Visual Technician shall be subject to the terms and conditions of the Agreement and paid in accordance with Exhibit A.
7. For all Extra Audio Visual Technicians that are not enrolled in a Metro Sponsored Health Insurance plan, the Employer agrees to contribute to the IATSE National Health & Welfare Fund 19% of the gross wages earned.
8. The Union shall indemnify, hold harmless, and defend the Employer, its agents, employees and elected officials from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from the employer's contribution to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This provision will apply only if the Employer is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.
9. This agreement shall not set precedent, alter, or have effect on the terms and conditions existing between the Union and Metro except as specifically stated in this agreement.
10. Prior to the expiration of this agreement, the parties will meet to discuss an extension to this agreement.

This LOA will become effective upon ratification of this agreement, but no earlier than July 1, 2019 and shall expire on January 31, 2020.

For Metro:

Ross Hume
Labor/Employee Relations
Metro

Date

For IATSE Local 28:

Rose Etta Venetucci
Business Representative
IATSE Local 28

Date