

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 83

Authorizing the Chairman and Secretary/Treasurer to approve the "Letter of Understanding" dated July 11, 1990, between the Metropolitan Exposition-Recreation Commission and the International Union of Operating Engineers, Local Union 87, AFL-CIO, to provide clarity to sections in the Collective Bargaining Agreement entered into between the Exposition-Recreation Commission and the Union effective July 1, 1982.

The Metropolitan Exposition-Recreation Commission finds:

1. On November 7, 1980, the Exposition-Recreation Commission of the City of Portland, became signatory to a labor agreement with the Operating Engineers Union Local 87.

2. That this labor agreement is automatically renewed each year unless written notice of reopening is given by either party to the other not less than 60 or more than 90 days prior to the expiration date.

3. That the facilities managed by the City of Portland's Exposition-Recreation Commission are now controlled by the Metropolitan Exposition-Recreation Commission under authority of Metro Council.

4. That references in the Collective bargaining agreement need to be clarified to reflect those changes.

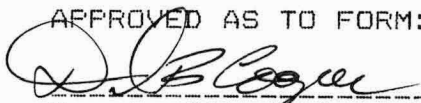
BE IT THEREFORE RESOLVED:

1. That the Metropolitan Exposition-Recreation Commission hereby approves the "Letter of Understanding" between the Metropolitan Exposition-Recreation Commission and the Operating Engineers Union Local 87.

2. That the Metropolitan Exposition-Recreation Commission hereby authorizes the Chairman and Secretary/Treasurer to become signatory to the "Letter of Understanding" dated July 11, 1990, in agreement with the Operating Engineers Union Local 87.

Passed by the Commission on July 11, 1990.

APPROVED AS TO FORM:


Deputy City Attorney
General Counsel


Chairman


Secretary/Treasurer

JULY 11, 1990

LETTER OF UNDERSTANDING

This letter of agreement will serve to clarify the understanding between the Metropolitan Exposition-Recreation Commission (MERC) and the Employees of the International Union of Operating Engineers, Local Union No. 87, AFL-CIO (Union), with respect to the recent transition of the Exposition-Recreation Commission of the City of Portland, to the Metropolitan Exposition-Recreation Commission of the Metropolitan Service District, and this change as it may apply to the existing contract between the Union and MERC, which was in effect July 1, 1982.

Wherever reference is made to the Exposition-Recreation Commission, City of Portland, it is mutually understood that reference shall pertain to the Metropolitan Exposition-Recreation Commission of the Metropolitan Service District, the governing body mandated by METRO Council to manage the affairs of the Portland Memorial Coliseum, Portland Civic Stadium, Portland Center for the Performing Arts, which includes the Civic Auditorium, Arlene Schnitzer Concert Hall, and the New Theatre Building, and the Oregon Convention Center. References to the "Coliseum" are to be synonymous with the MERC description as previously defined.

All factors that pertain to the management of these facilities under the governing auspices of METRO and its Metropolitan Exposition-Recreation Commission shall be applicable to this contract as it may relate to general policies, benefits, personnel issues or other factors.

All other terms of the Contract will remain in full force and effect for the term of the agreement.

Dated: July 11, 1990

Metropolitan Exposition-Recreation Commission * International Union of
Operating Engineers
Local No. 87

Chairman

Business Agent

Secretary/Treasurer

Approved as to Form:

Metro General Counsel

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into between the EXPOSITION-RECREATION COMMISSION, hereafter referred to as the "Coliseum," and INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 87, AFL-CIO, hereafter referred to 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.

W I T N E S S E T H:

1. Bargaining Unit. Employees covered by this agreement shall be maintenance and operating engineers performing work incidental to heating, air-conditioning, icemaking, and general maintenance of such equipment, and work incidental thereto, all as may be directed by the Coliseum. The job classifications covered by this agreement shall be Operating Engineer, Senior Operating Engineer, and Chief Operating Engineer or such equivalent job classifications as may be applicable. Nothing in this section 1 or in this agreement shall restrict or limit the Coliseum's right to contract or subcontract with respect to the maintenance or repair of equipment as it may deem necessary.

2. Wages and Fringe Benefits. For the term hereof, the coliseum will abide by the wages and fringe benefits specified in the current or succeeding collective bargaining

agreement or agreements between the City of Portland and the District Council of Trade Unions with respect to the job classifications covered by this collective bargaining agreement.

3. Efficiency of Operations. It is jointly recognized that the successful operation of the Coliseum's facility 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 operation of the Coliseum's facility shall be the controlling factor in all instances.

4. Term of Agreement and Closure. This agreement closes for the term hereof all subjects which were or might have been raised in collective bargaining. This agreement shall be effective to July 1, 1982, and shall be automatically renewed unless written notice of reopening is given by either party to the other not less than 60 or more than 90 days prior to July 1, 1982. DATED: November 7, 1980

EXPOSITION-RECREATION
COMMISSION

By Donald R. Jernstedt

Approved on the part of the Commission

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 87

By Jim Morris