

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 121

Authorizing the Chairman and Secretary/Treasurer to execute on behalf of the Metropolitan Exposition-Recreation Commission, an Agreement with Local No. 49, Service Employees International Union and the Metropolitan Exposition-Recreation Commission, for the purpose of provision of vendor services at Memorial Coliseum and Civic Stadium.

The Metropolitan Exposition-Recreation Commission finds:

1. That the Commission's labor representative and Commission Staff have negotiated with representatives of Union Local 49, to establish a contract covering roving vendors and souvenir stand employees at public events at the Memorial Coliseum and Civic Stadium.
2. That the term of the contract will be from July 1, 1991 through October 31, 1993.
3. That this Agreement has been ratified by the membership of the Union.

**BE IT THEREFORE RESOLVED** that the proposed Agreement between the Commission and the Union, in the form of which a copy is attached to this Resolution, is hereby approved and the Chairman and Secretary/Treasurer are authorized to execute the Agreement on behalf of the Commission.

Passed by the Commission on April 10, 1991.

  
Chairman

  
Secretary/Treasurer

APPROVED AS TO FORM:

  
Metro General Counsel

AGREEMENT

between

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 49

Effective July 1, 1991 through October 31, 1993

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A G R E E M E N T

by and between

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 49

PREAMBLE

THIS AGREEMENT is entered into between the Metropolitan Exposition-Recreation Commission (hereafter referred to as "Employer") and Service Employees International Union Local No. 49 (hereafter referred to as "Union") for the purpose of establishing the wages, hours, and other working conditions for persons employed under its terms.

ARTICLE I - RECOGNITION

Section 1.1: The Employer recognizes the Union as the exclusive collective bargaining representative for all roving vendors or souvenir stand employees at public events occurring in the Portland Memorial Coliseum and the Civic Stadium, provided, however, that this Agreement shall not apply to any event at the Portland Memorial Coliseum or the Portland Civic Stadium where the event promotor provides its own roving vendors and/or souvenir stand employees for those events that the Employer elects to subcontract the vendor and/or souvenir stand sales activities. In the event the Employer decides to subcontract out the vendor and/or souvenir stand activities for a particular event, the Employer shall provide the Union with written notice of such decision within five (5) calendar days of the date of the event involved, whenever possible.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.1: The Employer shall retain all customary usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the Memorial Coliseum, Civic Stadium, and related complexes. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by an express term

of this Agreement. The Employer shall have no obligation to bargain with the Union with respect to any such subjects and the exercise of its discretion and decision making with regard thereto, and all subjects covered by the terms of the Agreement are closed to further bargaining for the terms, as are any subjects which were or might have been raised in the course of bargaining between the Union and the Employer.

Section 2.2: Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

- A. To direct and supervise all operations, functions, and policies in which the employees are covered by the terms of this Agreement are employed.
- B. To determine the need for a reduction or increase in the work force and the implementation of that decision with regard thereto.
- C. To establish, review and implement work rules, standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- D. To implement new, and to revise or discard wholly or in part old methods, procedures, materials, equipment, facilities, standards, and work activities.
- E. To contract or subcontract work to be determined at the sole discretion of the Employer.
- F. To assign and distribute work and to designate and assign all work duties.

Section 2.3: The exercise of any management prerogative, function, or right which is not specifically modified by the terms of this Agreement is expressly retained by the Employer.

### ARTICLE III - UNION SECURITY

Section 3.1: The Employer shall have the right to hire employees from any source available. The Employer shall require employees that are employed under the terms of this Agreement to become

Union members and maintain their membership in the Union as a condition of employment, thirty-one (31) days after an employee is initially hired or this Agreement is signed and executed by both parties, whichever is latter. An employee's obligation to join the Union shall be met when the employee tenders an amount equal to the dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3.2: Any employee who fails to become a Union member as required in Section 1 above shall be terminated by the Employer within fourteen (14) calendar days after the Employer has received written notification from the Union of the employee's failure to comply with the obligations of Union membership.

Section 3.3: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

#### ARTICLE IV - CHECKOFF

Section 4.1: For any employee who elects to join the Union and to pay dues, the Employer agrees to honor the Union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the Employer and signed by an official of the Union prior to the Employer's obligation to give effect to the checkoff.

Section 4.2: For such employees of the Employer who certify in writing that they authorize such dues deductions to the Union, the Employer shall deduct from the first pay of each month the employee's Union dues in an amount not to exceed the Union dues provision in effect. Such amount shall be sent to the office designated by the Union within thirty (30) calendar days of the date that such amount is deducted from the employee's pay.

Section 4.3: For such employees of the Employer who certify in writing that they authorize such deductions, Union initiation fees shall be deducted by the Employer in such amounts and under such terms as may be agreed upon by the Union and employee. Any such amounts deducted from the employee's pay shall be sent to the office designated by the Union within thirty (30) calendar days of the date that such amount is deducted from the employee's pay.

Section 4.4: The Union shall be responsible for obtaining all written dues and initiation fee deduction forms and submitting such forms to the Employer prior to any Employer obligation to begin dues and initiation fee deductions. Employees shall have the right to rescind such dues and initiation fees checkoff

authorization by providing the Employer written notice of such revocation at least five (5) calendar days before the first of any month.

Section 4.5: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

#### ARTICLE V - COMMISSION PAYMENT

Section 5.1: All vendors shall be paid 100% of commissions earned, minus all required statutory deductions, by check with detail showing total amount earned and other appropriate deductions. Each employee shall have a receipt if requested at the end of each event which states the amount he has sold and the amount of commission due. Any and all claims for wages, omissions, or compensation of any kind or nature must be presented in writing to the Employer within seven (7) calendar days of the date the employee is paid for the period in which he claimed a discrepancy, or within seven (7) calendar days of the date the employee has knowledge or should have had knowledge of the discrepancy. In the event the employee fails to submit such written claim within the required seven (7) calendar day period, the employee and the Employer all agree that payment has been made in full and the right to protest and seek additional compensation is expressly waived by the employee and the Union.

#### ARTICLE VI - COMPENSATION

Section 6.1: Effective as of the date of the execution of this Agreement, the minimum commission rates shall be as follows:

- A. For professional wrestling only, employees engaged to sell programs, novelties, and souvenirs shall receive a seven percent (7%) sales commission on all items sold; provided, however, that the Metropolitan Exposition-Recreation Commission's contract with the Professional Wrestling Federation(s) provides that it receives no less than thirty-five percent (35%) of the gross proceeds from such commissioned sales. In the event the Metropolitan Exposition-Recreation Commission contracts with the Professional Wrestling Federation(s) provides for less than thirty-five percent (35%) of

the commissions, then the employees' commission shall be six and one-half percent (6-1/2%) on all items sold.

- B. For all other events not described in section (A) above, including but not limited to concerts, employees shall receive a six and one-half percent (6-1/2%) commission on all programs, novelties, and souvenirs sold by the employee during the event.
- C. A Lead Vendor shall be compensated on an hourly rate of \$10.00 per hour when working as a house supervisor or receive a standard commission if only working as a vendor. On certain occasions, a Lead Vendor may act as a house supervisor for an entire event and receive compensation as a house supervisor.

#### ARTICLE VII - LEAD VENDOR DESCRIPTION

Section 7.1: A Lead Vendor is to function as a supervisor for designated events by the Employer. The majority of events will be when two full-time supervisors are not required, but assistance is needed for the set-up, count-in, count-out, and settlement portions of the event. During these times of acting as a Lead Vendor, this person has the same authority as a supervisor.

Section 7.2: Normal functions of a Lead Vendor would include, but not be limited to the following:

- A. Opening the room and setting out the supplies.
- B. Making contact with the Road Merchandisers.
- C. Prepare a merchandise list and assign count-in assignments.
- D. Verify counts with Road Merchandisers.
- E. Prepare stand sheets.
- F. Assist with the dispersing of merchandise.
- G. Verify stand returns.



- H. Verify marriage slips for proper completion.
- I. Assist in the stand, shut compilations and settlement.
- J. Verify cash counts.
- K. Putting away of stands and supplies.

#### ARTICLE VIII - WORKING CONDITIONS

Section 8.1: All employees shall be solely responsible for all novelties, souvenirs, and programs provided to them at the start of the event. Employees shall be responsible for returning the proper receipts for the sales of such items or returning the items, unsold, and any unsold items that are not accounted for shall be the employee's responsibility to compensate the Employer for the items lost or unaccounted for.

Section 8.2: All employees shall report for work no later than one and one-half (1-1/2) hours prior to the announced gate opening time of the event or as required by the nature of the event or at any such times that the Employer may require.

Section 8.3: All employees shall report to work in clean clothing, appearing neatly groomed, and shall not be under the influence of alcohol, narcotics, marijuana, or other drugs.

Section 8.4: The Union shall have the right to appoint Stewards under the terms of this Agreement. The Employer shall be furnished in writing with the names of the Stewards so appointed. The Steward's sole function shall be to ensure that the provisions of this Agreement are observed. Stewards shall be permitted reasonable time to perform this duty during regular working hours, provided, however, that such times shall be considered as uncompensated time.

#### ARTICLE IX - LEAVES OF ABSENCE

Section 9.1: Personal Leaves. Any regular full-time employee is eligible for an unpaid leave of absence, the duration of which shall be mutually agreed upon between the employee and the General Manager. No more than two (2) such leaves will be permitted during any calendar year. Any employee who requests and receives a third leave of absence will no longer be scheduled pursuant to the provisions of Article XII for the remainder of the calendar year. All leaves of absence must be documented in writing with a copy sent to the Union. The leave of absence form

shall state the date on which the leave is to begin and the date on which the leave is to end. Employees who do not return from a leave of absence as of the date specified shall be ineligible to be scheduled pursuant to Article XII.

Among the factors which determine whether a personal leave will be granted are the following:

- A. The reason for the request;
- B. The length of service;
- C. The employee's prior performance, disciplinary and attendance records;
- D. Any previous leaves of absence (and the length/purpose of such leaves);
- E. A sincere (and written) commitment to return to work immediately following expiration of the leave; and
- F. The effect of the employee's absence on the Employer's efficiency and operations.

A personal leave which has been granted for less than the maximum allowable period may be extended to the maximum, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate under the standards outlined above.

Personal leaves for more than five consecutive workdays must be requested in writing and must be approved by the employee's immediate supervisor and the General Manager. Personal leaves for less than five consecutive workdays for emergency or special personal situations may be requested verbally and may be granted by the employee's immediate supervisor up to a maximum of five workdays in any calendar year.

Section 9.2: Military Leaves.

- A. Extended tours. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U. S. Coast Guard, the U. S. Public Health Service, or a National Guard component, may take a leave of absence for the length of the service. Military leaves for extended tours are without pay. Except as specifically required by applicable law, no benefits shall accrue during the period of the leave. An employee who does not

request reinstatement according to the procedures and time limits specified by applicable law will be deemed a voluntary quit.

- B. Annual training. Employees who are ordered to or volunteer to attend annual military training may take an unpaid leave of absence for the length of the training. An employee who does not immediately report for work after being released from such duty (excluding normal travel time) will be subject to discipline, including termination.

Section 9.3: Disability (Including Maternity and On-the-Job Injury Leaves. All regular full-time employees are eligible for a disability leave of absence for up to three months for recovery from bona fide physically disabling illnesses or injuries. All disability leaves are conditioned upon the employee furnishing satisfactory medical proof of need within five calendar days of any absence. Disability leaves are valid for a maximum of three consecutive months and will only be extended in very unusual or emergency cases. Disability leaves will not be granted for more than six months in any consecutive 24-month period. Satisfactory medical proof must accompany the application (or any request for an extension) and will normally include a written statement from the treating physician clearly explaining why you will be unable to work, estimating the length of time you will need to recover, and describing those conditions which make it physically impossible for you to do your regular job or some other job.

Section 9.4: Jury/Witness Duty Leave. Employees who are required to serve on a jury or as a witness in a court of administrative proceeding under some form of subpoena or court order may obtain a leave of absence for the period of time covered by the initial subpoena or court order and any involuntary extension thereof.

An employee who is released from jury or witness duty during their regular working hours will normally be expected to return to work and should immediately contact their supervisor for that purpose. Verification of the jury/witness duty may be required.

Section 9.5: Rules Governing Employees on Leaves of Absence.  
Application Procedures and Special Conditions: All leaves of absence shall also be subject to the following conditions:

- A. It is an employee's responsibility to initiate all arrangements for a leave of absence (or any allowable extension of an existing leave) and to provide any required medical proof or other documentation. Except in very unusual or emergency situations, all requests

- must be submitted to the employee's supervisor in writing at least 30 calendar days prior to the proposed commencement of the leave (or any extension).
- B. An employee will be notified in writing when a request for a leave of absence (or extension) has been approved. An employee who misses work prior to that approval runs the risk that the request may be denied and the time missed counted against them under the attendance policy.
  - C. An employee who applies for or engages in any work for compensation while on a leave of absence will be subject to immediate termination unless the Employer has consented to the arrangement in writing in advance. An employee who is off work on a disability leave must also obtain advance written permission from the treating physician.
  - D. An employee who improperly applies for unemployment benefits while on a leave of absence will be subject to immediate termination.
  - E. An employee who engages in any conduct or activity which violates restrictions imposed by a physician or which might otherwise delay full return to regular employment will be subject to disciplinary action up to and including termination of employment.
  - F. Disability leaves are always granted for an estimated period of time. If the reason for the leave ceases to exist prior to the estimated expiration date, an employee is required to immediately inform the Employer so that he/she can be returned to employment. For example, if an employee has been granted a six-week leave of absence to recover from childbirth or a broken leg, and if the treating physician determines that he/she can return to work after four weeks, the employee is required to inform the Employer immediately. An

employee who knows or should have known that he/she was able (or released to) return to work and fails to do so for two consecutive workdays (or shifts) will be considered a voluntary quit.

- G. An employee who is on disability leave for longer than four weeks must contact the Employer not less than once a week (Wednesdays) throughout the period of the leave to advise of his/her progress. All requests for reinstatement or reemployment must be presented in writing to the personnel manager. All requests for reinstatement/reemployment from a disability leave of absence must be made to the Employer, in writing, within seventy-two (72) hours of such release. Any employee who does not present such written reinstatement/reemployment request within the required seventy-two (72) hours will be considered a voluntary quit.
- H. An employee who is absent for more than two days because of illness or injury must provide medical evidence to the Employer confirming his/her recovery and release for regular work duty at the time he/she seeks to return to work.
- I. In the event there is any question of whether an employee should be granted a personal or medical leave of absence, and/or whether a physician's statement or return to work slip should be considered acceptable, it is the employee's responsibility to bring all relevant facts and documents to the Employer's attention.
- J. Employees on disability or personal leaves who request reinstatement within 30 calendar days of the commencement of the original leave will be reinstated to their original job. Employees who request reinstatement thereafter will be reinstated to their original job if it is available or, if not available, to any suitable job in the unit covered by this Agreement, provided that the requirements for obtaining and returning

from the leave are satisfied. (If no positions are available, the employee will be placed on a preferential hiring list.) The Employer will attempt to accommodate employees who are released to return to work under restrictions to the extent that positions are available for which they are qualified. An employee who is placed in some position other than his former job shall receive the normal compensation and benefits for the new position. An employee who refuses an offer of reinstatement or reemployment will be treated as a voluntary quit. (A job is "available" if the position exists, needs to be filled, and is not currently filled by any employee.)

- K. The Employer reserves the right to initiate a leave of absence in cases where it concludes an employee's attendance, quality or quantity of work, or efficiency have been adversely affected by some medical condition or personal circumstances.
- L. Except as expressly required by applicable law, an employee who has not returned to work at the expiration of a leave and has not obtained an extension (where available) will be treated as a voluntary quit.

#### ARTICLE X - SHORTAGES

Section 10.1: Until all table issues are verified and agreed, inventory is assumed to be the responsibility of the house. At the end of an event, table managers and the house will sign a tentative receipt verifying merchandise and monetary counts of final turn-in, which cannot be altered without the written authorization of the table manager and the Employer. Under no circumstances will employees receive a reduction in pay as a result of an inventory shortage after the above described verification of counts.

Section 10.2: Novelty and souvenir vendors and other employees covered under the terms of this Agreement will be required to make up shortages after they have verified and recounted their inventory and money.

## ARTICLE XI - SENIORITY

Section 11.1: Seniority for the purpose of this Agreement shall be determined by the number of events worked on a semi-annual basis. With the exception of the "A" List (See Article XII), seniority will be based on events worked. A "B" List vendor cannot bump onto the "A" List, but an "A" List vendor can be bumped off the "A" List.

Section 11.2: The Employer and the Union agree that seniority shall govern layoffs and rehiring; provided, however, the employees retained shall be competent and able to do the work efficiently as determined in the Employer's sole judgment. Employees who have been laid off due to slackness of work will be given priority in employment in accordance with seniority; provided, however, the employees retained shall be competent and able to do the work efficiently as determined in the Employer's sole judgment.

Section 11.3: The Employer shall furnish a seniority list to the Union semi-annually and shall post such list at the place of employment.

Section 11.4: An employee shall lose all previous seniority credit and shall have the employment relationship severed under any of the following conditions:

- A. Voluntary quit;
- B. Retirement;
- C. Discharge for just cause;
- D. Absence for two (2) consecutive working days without notification to the Employer where such notification is possible;
- E. In the event of an absence due to layoff, a failure to return to work within three (3) consecutive working days after having been notified of recall by certified mail, telegram, or mailgram at the employee's last known address;
- F. Layoff from work for a period of more than three (3) months;
- G. Absence from work due to illness, injury, or industrial accident or occupational disease in excess of

twelve (12) months unless further extended by mutual agreement, in writing, signed by all parties.

Section 11.5: Temporary layoffs, emergency shutdowns, interruptions in normal work schedules because of weather conditions, breakdowns, shortages, lack of work, or other conditions which are not reasonably expected to exceed ten (10) regular work days will be made in accordance with the operating needs of the department considering the employee's qualifications, skills, and ability to do the remaining work.

Should the layoff exceed ten (10) days, reduction in the number of employees shall be based on the relative skills, ability, and qualifications of the remaining employees, and in cases where these factors are equal, based on employee's seniority.

When employees are recalled, it shall be by seniority with the last laid-off being the first recalled, giving due consideration to the qualifications, skills, and ability to perform the work required and the operating needs of the Employer.

#### ARTICLE XII - SCHEDULING

Section 12.1: The Employer will make reasonable efforts to communicate event schedules to employees as soon as possible. The Employer shall have the right to determine event priority for all workers (vendors) who have not designated their availability to work the event in question.

For any scheduled event as defined in Article VI of this Agreement, the Employer shall, on no less than a calendar quarterly basis, establish an "A" and "B" List comprised of all employees covered in this Agreement who are able to work and meet management requirements (CPR card current, etc.). The "A" List shall be determined by the Employer on the basis of such factors as, but not limited to, skills, availability, qualifications, merit, and experience.

The "B" List shall be those employees who are not assigned to the "A" List. The "B" List employees shall be assigned to events on a rotating basis.

The Employer reserves the right to bypass "B" List employees for a particular event if, in the Employer's determination, the "B" List employee is not qualified to work a particular event. The Employer agrees to notify the shop steward (Union Representative) of such deviation in scheduling in a timely manner.



If an employee fails to appear at any event that he is scheduled to work without notifying the Employer at least eight (8) hours in advance of gate opening time, the employee is subject to disciplinary action, up to and including termination.

Section 12.2: Product assignment will be made on the basis of qualifications and merit. Such product assignment and location will be considered by the Employer with due regard to the employee's qualifications, skills, and ability to perform the work.

Section 12.3: Scheduling procedure may be modified upon mutual agreement between management and the Union.

#### ARTICLE XIII - DISCHARGE AND DISCIPLINE

Section 13.1: The Employer may discharge, discipline, suspend, or demote an employee for just cause, including but not limited to unsatisfactory work performance, violation of Employer rules, dishonesty, drinking relating to employment, insubordination, selling, transporting or use of illegal narcotics or marijuana, or any other conduct sufficiently serious in nature as to justify employee discipline, regardless of whether the employee has been provided with a prior written warning notice concerning the conduct in question. If the Employer or the employee's supervisor has reason to discipline any employee, he shall use reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee before other employees or the public.

Section 13.2: Whenever a written warning is issued an employee, a copy of that warning notice shall be provided to the employee. Copies of a warning notice will be placed in the employee's personnel file, with or without the employee's approval. If an employee is suspended, demoted, discharged, or otherwise disciplined, he shall receive written notice specifying the reason or reasons for that action.

Section 13.3: Discharge. Regular nonprobationary employees shall be discharged only for just cause as set forth in Section 1 above. A protest of any discharge shall be made only through the grievance procedures set forth in Article XIV below. The Union may process a grievance concerning discharge starting at Step 3 of the grievance procedure, without first proceeding through the earlier steps.

#### ARTICLE XIV - GRIEVANCE AND ARBITRATION PROCEDURES

Section 14.1: 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. Grievances may be initiated in the following manner:

Step 1. Any employee who believes he has a grievance may present this grievance to his immediate supervisor for adjustment within seven (7) calendar days of the date on which the events occurred giving rise to the grievance. The employee's supervisor shall respond promptly but in no event more than seven (7) calendar days after receipt of the oral grievance.

Step 2. If a grievance is not settled satisfactorily in Step 1, the grievance shall be reduced to writing and submitted to the General Manager. The written statement of the grievance shall be signed by the aggrieved employees or by a Union representative, and shall include a statement of the facts, a statement of the provision(s) of this Agreement alleged to have been violated, and a statement of the relief requested. This written statement of the grievance must be filed within twenty-five (25) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time necessary for processing of the grievance in Step 1.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievance may be referred to Employer within ten (10) calendar days following the General Manager's response. The Employer shall respond to the grievance in writing within ten (10) calendar days of its receipt.

Step 4. If a grievance is not settled satisfactorily to the Union or aggrieved employee in Step 3, the Union may refer the grievance to binding arbitration through written notice to the Employer within ten (10) calendar days of the date of the Employer's final answer given to the Union or aggrieved employees in Step 3. The Employer and the Union shall thereafter attempt to

select an arbitrator. If the parties cannot agree upon an arbitrator, the Union may then request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereafter alternately strike one name from the list, with the Union striking first, and the last name remaining shall be the arbitrator selected to hear the dispute, provided that either party shall have the right to reject one list in its entirety and request a new list. When selected, the arbitrator shall be notified of the selection by a joint letter from the Employer and the Union requesting that he set a time and place for hearing mutually agreeable to the parties.

Section 14.2: The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the Employer, the Union, and all employees involved. The expenses of the arbitrator, including any court reporter requested by either party and other costs of arbitration (except witness fees, which shall remain the obligation of the party requesting the witness's attendance) shall be divided equally between the Employer and the Union.

Section 14.3: For purposes of calculating time limits under this procedure, date of receipt shall be used in all cases. In the event any grievance is voluntarily waived by the Union as untimely under this procedure, such waiver shall apply to all similar circumstances for the term of this Agreement.

Section 14.4: The time limits of this grievance and arbitration procedure shall be strictly adhered to. 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 the next step of the grievance procedure shall be available.

Section 14.5: A probationary employee disciplined, suspended, or terminated during his probationary period shall not be entitled to invoke the grievance and arbitration procedure to contest such discipline, suspension, or termination.

Section 14.6: The time limits of this grievance and arbitration procedure may be extended by mutual agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.

Section 14.7: 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.

Section 14.8: 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.

#### ARTICLE XV - RAINOUTS, CANCELLATIONS, AND MINIMUM GUARANTEES

Section 15.1: Scheduled program/novelty vendors who come to work and are not telephoned by the Employer and informed that no work is available shall receive a minimum of three (3) hours' pay at the rate of four dollars (\$4.00) per hour. Employees who are scheduled to report for work and actually work an event shall be guaranteed minimum earnings of six dollars (\$6.00) per hour, or the amount of such commission earnings, whichever is greater, for the entire time they are scheduled to work, up to a maximum of eight (8) hours per event. The Employer shall determine the employee's scheduled working time in its sole discretion. The Employer shall be relieved of any obligation to pay show-up time in the event that it makes at least one (1) telephone call to the employee's last known telephone number, as provided by the employee to the Employer at least two (2) hours prior to the employee's scheduled reporting time.

#### ARTICLE XVI - NO STRIKE, NO LOCKOUT

Section 16.1: During the duration of this Agreement, the Union and its members as individuals or as a group shall not initiate, cause, permit, participate, or join in any strike, work stoppage or slowdown, sympathy strike, picketing, or any other restriction of work at any location of the Employer or at any location employees are sent out of the Employer's facilities while in the course of their employment. Employees in the bargaining unit while acting in the course of their employment shall not honor any picket line established at the Employer's facilities by the Union or by any other labor organization, and each employee shall cross such picket line in the line of duty. Disciplinary action,

including discharge, may be taken by the Employer against any employee or employees engaged in a violation of this Article. Such disciplinary action may be taken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages or an injunction against such strike activities which may be available to the Employer.

Section 16.2: In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or when such subject matter is or is not subject to the Grievance and Arbitration provision of this Agreement.

Section 16.3: There will be no lockout of employees covered by this Agreement by the Employer as a consequence of any labor dispute arising during the period of this Agreement.

#### ARTICLE XVII - NONDISCRIMINATION CLAUSE

Section 17.1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit described above without discrimination as to age, marital status, race, religion, color, sex, national origin, ancestry, and Union affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

#### ARTICLE XVIII - UNION ACCESS

Section 18.1: The Employer agrees to provide access by authorized Union representatives before, during, and after events in order to observe conditions covered by this Agreement, providing the Union representative provides reasonable advance notice to the Employer in writing prior to the requested access. The Union agrees that its representatives will not interfere with the normal work performance of employees during such Union access.

#### ARTICLE XIX - PAST CUSTOM AND PRACTICE

Section 19.1: It is mutually agreed and understood by the parties that the Employer will not be required to continue past customs and/or practices which were in effect prior to the

signing of this Agreement. All employee rights and benefits shall be limited to the express provisions of this Agreement.

#### ARTICLE XX - WORK RULES

Section 20.1: The parties recognize that the Employer is directly responsible for safely carrying out the functions and services performed at the Memorial Coliseum and Civic Stadium Complexes. For this reason, it is jointly recognized that the Employer retains broad authority to fulfill its responsibilities and may do so by implementing safety and work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no safety or work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement. All safety or work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer.

#### ARTICLE XXI - WAIVER

Section 21.1: The Employer shall have no obligation to bargain with the Union with respect to any subject or the exercise of its discretion and decision making with regard to any subject covered by the terms of this Agreement. All such subjects are closed to further bargaining for the term of this Agreement and it is expressly acknowledged that during the negotiations which resulted in this Agreement, the Union and the Employer had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties further agree to waive for the duration of this Agreement collective bargaining over any term that was discussed or could have been discussed by either party during the term of these negotiations, whether such subject was or was not in the contemplation of the parties at the time of bargaining.

Section 21.2: This Agreement is in full and final settlement of all issues of collective bargaining and constitutes the sole and entire Agreement between the parties. The terms of this Agreement may be supplemented, amended or waived only by mutual agreement in writing signed by both parties.

## ARTICLE XXII - SAVINGS AND FUNDING

Section 22.1: Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court or administrative agency of competent jurisdiction, such decision of the court or agency shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Any remaining provisions of this Agreement shall remain in full force and effect.

Section 22.2: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement are subject to established annual budget procedures and in certain circumstances by vote of the citizens of the City of Portland. All such wages and benefits are therefore contingent upon sources of revenue, approval pursuant to established budget procedures, and where applicable, annual voter budget approval. The Employer has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Employer agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

## ARTICLE XXIII - PROBATIONARY PERIOD

Section 23.1: The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Company by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.

Section 23.2: All new employees will have a probationary period of one hundred and sixty (160) hours of work. This probationary period may be extended for up to an additional one hundred and twenty (120) hours of work upon mutual agreement between the employee, Union, and Employer. In the event a probationary employee satisfactorily completes the probationary period, that employee's seniority shall date from the original date of hire.

Section 23.3: During the probationary period, an employee's employment may be terminated at any time, and for any reason, in the sole discretion of the Employer. Termination of the employment of a probationary period shall not be subject to the grievance and arbitration procedures provided in Article XIII of this Agreement.

ARTICLE XXIV - DURATION

Section 24.1: This Agreement shall be in effect from July 1, 1991 to and including October 31, 1993, except as provided hereinafter, and shall continue from year to year thereafter unless either party shall notify the other not less than sixty (60) days prior to nor more than ninety (90) days prior to the anniversary date of its desire to terminate or modify this Agreement.

AGREED this 25<sup>th</sup> day of April, 1991.

FOR THE EMPLOYER:

Metropolitan Exposition-  
Recreation Commission

By: 

By: TEEP

FOR THE UNION:

Service Employees Interna-  
tional Union, Local No. 49

By: 

By: Bobbie F.



# Metropolitan Exposition-Recreation Commission

PO Box 2746, Portland, OR 97208 • 503/731-7800 • 777 NE Martin Luther King Jr. Blvd.

## M E M O R A N D U M

April 5, 1991

TO: Metropolitan Exposition-Recreation Commission

FROM: Mark Hunter - Assistant to the General Manager

RE: Service Employees International Union Local No. 49

### Background

The Service Employees International Union Local No. 49, represents the vendors that sell novelties, programs and other items at the Memorial Coliseum and Civic Stadium. Staff began negotiations with the Service Employees Union in September of 1990, pending the expiration of the existing contract on October 31, 1990. These negotiations are currently concluding pending final ratification of the tentatively agreed upon contract enclosed.

### Negotiation Issues

Significant issues discussed during the negotiations included scheduling, product inventory and verification, seniority and minimum guarantee compensation. All items of contention have tentatively been resolved to the satisfaction of the Union and Management, although final ratification of the Union rank and file is anticipated on April 9, 1991.

### Financial Issues

Sales commissions were not changed. Minimum guarantee compensation was increased from \$4.00 an hour to \$6.00 an hour for those few events where commission receipts would be less than \$6.00 an hour wage earnings. The present \$4.00 was under the minimum wage and \$6.00 an hour was asked for by the Union as fair compensation providing incentive for workers to work these events.

Lead Vendor wages were set at \$10.00 an hour for those hours worked as a supervisor prior to and after the event. When working as a Vendor, Lead Vendor wages will be commissions only.

Summary/Recommendation

Staff has tentatively concluded negotiations with the Service Worker International Union Local 49, and is awaiting ratification by the Union's rank and file. Pending ratification of the contract, Staff recommends that the Commission authorize the Chairman and Secretary/Treasurer to become signatory to a two year, three month contract with Local 49, for the period of July 1, 1991, through October 31, 1993. The present contract will remain in force until July 1, 1991, or until such time as ratification is complete.

General Manager's Concurrence