

RECEIVED JUN 25 1991

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 134

Authorizing the Chairman and the Secretary/Treasurer to execute on behalf of the Metropolitan Exposition-Recreation Commission, an Agreement with Local Union No. 87, AFL-CIO, International Union of Operating Engineers and the Metropolitan Exposition-Recreation Commission, for the purpose of provision of Engineering and Electrical in-house expertise at the facilities managed by METRO ERC.

The Metropolitan Exposition-Recreation Commission finds:

1. That the Commission's labor representative and Commission Staff have negotiated with representatives of Union Local 87, to establish a contract covering in-house Operating Engineers and Electricians performing work relating to heating, air-conditioning, ice-making, plumbing, electrical, and general maintenance of its facilities.

2. That the term of the contract will be from July 1, 1991 through June 30, 1994.

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 June 19, 1991.



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

AGREEMENT
between
METROPOLITAN EXPOSITION-RECREATION COMMISSION
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 87, AFL-CIO

This Collective Bargaining Agreement is entered into between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, hereafter referred to as the "Employer," 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:

ARTICLE 1. BARGAINING UNIT

Employees covered by this Agreement shall be maintenance and operating engineers and electricians performing work incidental to heating, air-conditioning, ice-making, plumbing and electrical, and general maintenance of such equipment, all as may be directed by the Employer at any of its facilities including, but not limited to, the Portland Memorial Coliseum, the Portland Civic Stadium, the Oregon Convention Center, and the Portland Center for the Performing Arts which includes the Civic Auditorium, Arlene Schnitzer Concert Hall, and

the New Theatre Building. The job classifications covered by this Agreement shall be Operating Engineer, Lead Operating Engineer, Electrician, or such equivalent job classifications as may be applicable. Nothing in this Article 1 or in this Agreement shall restrict or limit the Employer's right to contract or subcontract with respect to the maintenance or repair of equipment as it may deem necessary.

ARTICLE 2. WAGES

For the term hereof, the Employer will abide by the wages specified in Exhibit "A" of this Agreement with respect to the job classifications covered by this Collective Bargaining Agreement.

Prior to July 1, 1992, the employees by this Agreement will receive fringe benefits not specifically addressed herein in accordance with the following sections of the current Metro ERC policies and procedures: Vacation, sick leave, holidays, funeral leave, jury duty, military leave, parental leave, and other leaves of absence without pay.

No bargaining unit member will suffer a reduction of any wages or benefits as a result of the signing of this Agreement, effective July 1, 1991.

ARTICLE 3. OVERTIME

Employer and Union hereby agree to waive the application of ORS 279.340 as authorized by ORS 279.342(5)(b) and

agree to utilize the following provisions in determining compensation for overtime:

- A. All employees shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours in any workday, or forty (40) hours in any workweek. Overtime compensation shall generally be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked.
- B. Employees may receive compensatory time for overtime hours scheduled and worked, upon a signed request submitted to the Lead Engineer ten (10) calendar days prior to working the scheduled overtime hours. If an employee works unscheduled overtime, a written request for compensatory time must be submitted within the pay period in which the overtime hours are worked. Failure to submit required written requests in a timely manner will result in compensation by means of overtime pay as described in subparagraph A above.
- C. Accrual of compensatory time shall not exceed 120 hours. When any employee accumulates compensatory time in excess of eighty (80) hours, Employer and employee shall mutually agree within fifteen (15) days to make arrangements for utilization of the

excess of compensatory time off or all compensatory time in excess of 120 hours shall be paid in the next payroll period.

ARTICLE 4. HEALTH AND WELFARE BENEFITS

- A. Employer shall provide medical, dental, and vision coverage for each employee and eligible dependents at no premium cost to the employee for the employee's choice of the current indemnity plan from ODS or the Kaiser HMO plan or a substantial equivalent plan until July 1, 1992.
- B. Effective July 1, 1992, the Employer shall contribute an amount equivalent to its 1991-1992 composite rate cost per employee for medical, dental, and vision coverage plus an increment of 12 percent of that rate toward the 1992-93 premium cost for each employee and eligible dependents covered by the current HMO and indemnity plan. Each employee shall contribute the remainder of the actual composite premium cost greater than the employer contribution.
- C. The parties will reopen this article not more than 180 days and not less than ninety (90) days prior to July 1, 1993, to bargain medical, dental, and vision coverage and related costs.

ARTICLE 5. EFFICIENCY OF OPERATIONS

It is jointly recognized that the successful operation of the Employer's facilities requires a coordination of work activities, active cooperation between employees and groups of employees; and does not lend itself to a rigid application of what may be traditional craft or jurisdictional lines. It is also jointly recognized that there may and will be a certain degree of overlap in work functions between employees covered by this Agreement and other groups of employees and that employees covered by this Agreement may be directed to perform work in areas other than their usual duties or be assisted by other employees or groups of employees. The overall efficiency and economy of operations of the Employer's facilities shall be the controlling factor in all instances.

ARTICLE 6. GRIEVANCE PROCEDURE

A. Grievance and Arbitration Procedure. 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 and pursued in the following manner:

Step 1. An employee may present a grievance, in writing, to the employee's immediate supervisor for adjustment within five (5) days of the date on which the events occurred giving rise to the

grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the written grievance.

Step 2. If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance shall be again submitted, in writing, by a Union representative or affected employee to the Operations Department Manager within twenty-one (21) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time provided for processing of the grievance in Step 1 of this procedure. A written statement of the grievance shall be signed by the aggrieved employee and by a Union representative, and shall include a statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested. The Employer shall respond to the written grievance, in writing, within fourteen (14) days of its receipt.

Step 3. If the grievance is still unsettled, the Union may, within ten (10) calendar days of the Employer's Step 2 response, or the date such

response was due, refer the grievance to a Board of Adjustment which shall convene to hear the matter.

The Board of Adjustment shall consist of two members designated by the Union involved. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from the department or local Union involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the department involved, or the General Manager. The Board of Adjustment shall decide the issue by majority vote of its members within three (3) working days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

Step 4. If the grievance is still unsettled by reason of a Board of Adjustment deadlock, the Union may within ten (10) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step 2 have a right to have the matter arbitrated by a third party jointly agreed upon by the Employer and the Union. If the parties are unable to agree upon an

arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Union shall have the right to strike three (3) names from the list. Either party shall have the right to reject one list in its entirety. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision which shall be final and binding on the Employer, the Union, and all involved employees. The arbitrator shall have no authority to amend, modify, mollify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer. Expenses for the arbitrator shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own

representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Step 3 within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis. The parties may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

- B. The Employer or its designee(s) shall meet at mutually convenient times with the Union.
- C. A probationary employee terminated, laid off, or otherwise disciplined during the employee's probationary period shall not be entitled to invoke the arbitration provisions of this Article to contest such termination, discipline or layoff.
- D. Time Limits. 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 that the next step of the grievance procedure shall be available.

- E. Extension of Time Limits. 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.
- F. Arbitration Limits. The arbitration provisions of this grievance and arbitration procedure shall be strictly limited to the effective dates of this Agreement. The Employer shall have no obligation to arbitrate any grievance arising after the date on which this Agreement terminates.
- G. 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.

- H. For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.
- I. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.
- J. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

ARTICLE 7. SHIFT HOURS

Notice of change in shift starting times or days off will be given prior to the end of the employee's workweek before the work week in which the change becomes effective, and such change will be effective for not less than one week. This notification requirement will not apply to those situations involving unforeseen rescheduling of events, or a voluntary request for rescheduling made by an employee.

It is understood that employees covered under this Agreement will be required to be on-site during their lunch period and be on-call to duty during their lunch period. These employees will be provided a thirty (30) minute lunch period on the Employer's time.

ARTICLE 8. REPORTING TIME

An employee who responds to an emergency call by actually reporting for duty on the Employer's premises will receive a minimum of 4 hours pay compensatory time at the overtime rate.

ARTICLE 9. CLOTHING ALLOWANCE

- A. Employees covered by this Agreement will receive three sets of uniforms per year including shirts and pants. The Employer will also provide one jacket with liner per year. Replacement items will be provided as needed.
- B. Employees covered by this Agreement shall be reimbursed, upon proof of purchase; up to \$70.00 annually for purchase of shoes to be worn on the job.

ARTICLE 10. TERM OF AGREEMENT AND CLOSURE

- A. The Agreement closes for the term hereof all articles and subjects addressed herein which were raised in collective bargaining. The specific terms of this Agreement shall be effective to July 1, 1994, and shall be automatically renewed unless written notice of reopening is given by

either party to the other not less than sixty (60) or more than ninety (90) days prior to July 1, 1994.

B. Additional subjects not covered by this Agreement may be bargained prior to July 1, 1992, upon written notice to reopen given by either party no later than January 15, 1992.

METROPOLITAN EXPOSITION-RECREATION
COMMISSION

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 87

By: Ted E. Hu

By: Dennis J. Jella

Date: June 19, 1991

Date: 6-4-91

1055C

EXHIBIT "A"
PAY RATES FOR LOCAL 87, OPERATING ENGINEERS

| Classification | July 1, 1991- June 30, 1992 | July 1, 1992- June 30, 1993 | July 1, 1993- June 30, 1994 |
|---|--------------------------------|--------------------------------|--------------------------------|
| Apprentice Operating Engineer (Entry, 1 Year) | \$13.51 | \$14.05 | N/A* |
| (2nd Year) | 14.30 | 14.88 | N/A* |
| (3rd Year) | 15.10 | 15.70 | N/A* |
| Operating Engineer | \$15.89 | \$16.53 | open |
| Lead Operating Engineer | \$16.69 | \$17.36 | open |
| Electrician | \$17.55 | \$18.25 | open |

*Apprentice Engineers are compensated at 85% of the Journeyman (Operating Engineer) rate for the first year of the apprenticeship program and then receive 90% and 95% for the second and third years respectively until full Operating Engineers pay is attained at the beginning of the fourth year of the apprenticeship program. Pay raises at the conclusion of each one year period following the date of employment are contingent upon the successful and timely completion of the requirements of the apprenticeship program.