

Metropolitan Exposition-Recreation Commission

Resolution No. 93-24

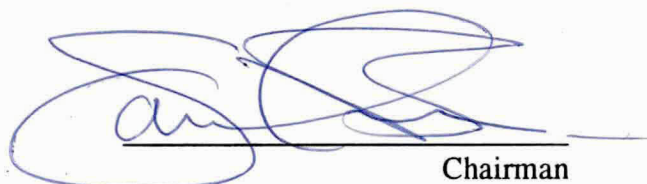
Authorizing the Chairman and Secretary/Treasurer to execute, on behalf of the Commission, a collective bargaining agreement with the International Union of Operating Engineers Local 701.

The Commission finds:

1. That the current collective bargaining agreement between Operating Engineers Local 701 and MERC provides for that Agreement to be reopened in the second year of the Agreement to negotiate wages and insurances.
2. That Metro and MERC staff met with union representatives and negotiated changes to wages and insurances.
3. That negotiations were successfully concluded with a tentative agreement on wages and insurance issues.
4. That the Union ratified the tentative agreement.

BE IT THEREFORE RESOLVED that the tentative agreement between Metro ERC and the International Union of Operating Engineers Local 701 in the form of which a copy is attached to this Resolution, be hereby approved and the Chairman and Secretary/Treasurer are authorized to execute the Agreement on behalf of the Commission.

Passed by the Commission on November 10, 1993.




Chairman



Secretary/Treasurer

Approved as to Form
Daniel B. Cooper, General Counsel



Mark B. Williams
Assistant Counsel

MERC STAFF REPORT

Agenda/Item Issue: CONSIDERATION OF RESOLUTION TO RATIFY OPERATING ENGINEERS LOCAL 701 TENTATIVE AGREEMENT

Resolution No.

93-24

Date: November 10, 1993

Presented by: Craig Cowan

BACKGROUND: The International Union of Operating Engineers Local 701 represents full time employees who are operating engineers, electricians and utility technicians at the Oregon Convention Center, the Civic Stadium, and The Portland Center for the Performing Arts.

The term of the current Agreement began July 1, 1992 and expires June 30, 1994. The parties negotiated into the Agreement that during the second year of the Agreement they would re-open the Agreement to negotiate solely on wages and insurances. Metro and MERC staff met with the Union and reached tentative agreement. The Union has ratified the tentative agreement.

The tentative agreement is as follows:

Wages

- 3.6% increase to all wage rates beginning July 1, 1993.
- Establish a \$.25 per hour shift differential pay if an employee works at least one half of their shift between the hours of 4:00 p.m. and 12:00 midnight. The differential becomes effective on the date of final ratification of the Agreement. The shift differential does not apply if the employee is on leave with pay.

Insurances

- Increases MERC's dollar contribution for medical, dental and vision coverages for employees and their qualifying dependents to \$368.26 per month per employee, effective July 1, 1993. If premiums exceed that dollar amount, then the employee must pay the additional cost as an out-of-pocket expense. The current level of benefits and programs continue without change.

FISCAL IMPACT

- The cost of the tentative agreement is included in the personnel services budget approved by the Commission and adopted by the Metro Council for fiscal year 1993-94.

RECOMMENDATION: In view of the fact that the tentative agreement reached is within budgeted resources available, it is recommended that the Commission ratify the tentative agreement and authorize the Chairman and Secretary-Treasurer to sign the Agreement.

AGREEMENT

between

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 701, AFL-CIO**

Effective: July 1, 1992 - June 30, 1994

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PREAMBLE

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION-RECREATION COMMISSION, hereafter referred to as the "Employer," and INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 701, 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.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

ARTICLE 1: BARGAINING UNIT

Employees covered by this Agreement shall be full-time 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, Utility Technician (Convention Center only), 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: DEFINITION

Probationary	Initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. Promotional
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probationary employees shall return to their former classification and rate of pay if they fail to complete their probation, without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

- Part-time A position in which the daily, weekly, or monthly hours are less than the hours established for full-time positions. No part-time employee will be allowed to work greater than 1,040 hours per fiscal year.
- Full-time A position which is designated as full-time in the adopted Commission budget and which typically consists of forty (40) hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The Employer retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibilities to manage the affairs of the MetroERC. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.
- B. The exercise of any management prerogative, function, or right which is not specifically modified by a provision of this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this agreement.

ARTICLE 4: UNION MEMBERSHIP AND REPRESENTATION

- A. Membership or non-membership in the Union shall be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.

- B. The Employer agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fairshare for non-union employees shall be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described hereinabove to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

- C. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

- D. Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union or the amount of fairshare determined by application of Article 4, Section B of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

- E. The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

- F. The Union shall appoint and certify the names of shop stewards to the Employer. Shop stewards shall

investigate and process grievances during non-working hours. All matters relating to contract administration, contract negotiations, grievance adjustment and arbitrations will be performed on the employee's own time.

- G. The Employer agrees that accredited representatives of the Union, upon reasonable and proper advance notice, shall have reasonable access to work premises during working hours for the purpose of assisting in the administration of this Agreement; provided, that they do not interfere or cause workers to neglect their work, and/or interfere with activities or events in progress, or administrative or security functions, parking functions and/or any other building activity that would otherwise be interrupted by their activities and such activities shall be restricted from the Employer's facilities when Union representatives are on duty as an employee of the MetroERC.

ARTICLE 5: NO STRIKE OR LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of MetroERC. During the term of this Agreement neither MetroERC nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section A. above to return to work.

ARTICLE 6: 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.

The parties will reopen this Article not more than one hundred eighty (180) days and not less than ninety (90) days prior to July 1, 1993 to bargain wages effective July 1, 1993 to June 30, 1994.

ARTICLE 7: 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 request 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 one hundred twenty (120) hours shall be paid in the next payroll period.
- D. The parties will reopen this Article not more than one hundred eighty (180) days and not less than ninety (90) days prior to July 1, 1993 to bargain the final provisions of this Article effective July 1, 1993 to June 30, 1994.

ARTICLE 8: 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. Effective July 1, 1993, the Employer shall contribute a composite rate not to exceed \$368.26 per month per employee toward the premium cost for each employee and eligible dependents for medical, dental and vision coverage by the current HMO and indemnity plan. Each employee shall contribute the remainder of the actual composite premium's cost greater than the Employer contribution.

ARTICLE 9: 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 10: SENIORITY

- A. Seniority shall be computed from date of hire into a represented classification.
- B. Seniority shall be applied for lay offs and elsewhere as specified in this Agreement. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff shall be calculated as the total time from the original appointment.
- C. Seniority shall be continuous service in the bargaining unit. Time spent on approved leave or as a result of an on-the-job injury or illness shall not be considered a break in service. Time spent on leave without pay as specified in Article 17, Section F shall be considered a break in service. Seniority shall not accrue during a break in service but will continue to accrue upon return from a break in service.
- D. Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The General Manager shall determine the number and classifications to be laid off. All temporary, seasonal, and probational employees within the classification within the assigned facility selected for layoff, shall be laid off prior to any layoff of permanent employees within the classification within the assigned facility. For purposes of this Article, "facility" is defined as follows:
 - (1) Oregon Convention Center;
 - (2) Memorial Coliseum;
 - (3) Portland Center for the Performing Arts and Civic Stadium.

The term "assigned facility" as used in this Article, means the facility where an employee predominantly reports for his/her shift while filling a budgeted full-time position at that facility.

- E. In the event of a lay off, Employees will be laid off by classification within a facility, with the least senior employees laid off first based on total Commission service within the bargaining unit. Employees shall be given thirty (30) days notice of lay off in writing. Employees given notice of lay off shall within ten (10) working days:

- (1) Accept demotion to a former bargaining unit classification previously served within the facility, including bumping the least senior employee in that former classification; or
- (2) Apply for appointment to a vacant Commission position for which the employee meets the minimum qualifications. The best qualified employee given notice of lay off shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

ARTICLE 11: SHIFT HOURS

- A. Notice of change in shift starting times or days off will be given prior to the end of the employee's work week 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.
- B. It is understood that for employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. Employees 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.
- C. Effective on the date of the final ratification of the 1993 midterm agreement, an employee who works one-half (1/2) or more of his/her shift between the hours of 4:00 p.m. to 12:00 midnight shall receive shift differential pay of \$.25 per hour for hours actually worked. Shift differential pay shall not apply when the employee is on a leave with pay.

ARTICLE 12: 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 or compensatory time at the overtime rate.

ARTICLE 13: 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 14: VACATION

- A. Vacation leave with pay for full-time employees shall accrue at the rate shown below:

<u>Total Years of Service</u>	<u>Accrual Rate at 24 Pay Periods Per Year</u>	<u>Vacation Rate Per Year</u>
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

- B. Vacation Accrual. Employees will not be allowed to accrue more than two hundred fifty (250) hours of vacation leave. Vacation leave beyond two hundred fifty (250) hours will be lost, unless reasons for an exception receive approval by the Department Head and General Manager. Accumulations must be within stated limits as of June 30 each fiscal year. Excess vacation accruals will be lost if not used by June 30, unless reasons for an exception receive approval by the department head, facility director, and General Manager.
- C. Scheduling of Vacations. Vacation requests shall be submitted through the supervisor and approved by the Department Head on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. Personal days shall be scheduled in the same manner as vacation

leave. If the employee would lose accrued vacation time because a request was denied by the supervisor, the employee will be compensated for all hours lost over the accrual limit.

- D. Vacation Pay upon Termination. A full-time employee who has successfully completed his/her initial probationary period, has been appointed to regular status and is separated from the Commission, shall be entitled to payment for accrued vacation\leave, including personal days accrued as vacation. In no case shall payment be for more than the maximum accumulation.

ARTICLE 15: HOLIDAY

- A. The following shall be considered holidays for full-time employees. Personal days (No. 10 below) cannot be utilized by employees in their initial probationary period.

(1)	New Years Day	January 1
(2)	Martin Luther King Day	Third Monday in January
(3)	President's Day	Third Monday in February
(4)	Memorial Day	Last Monday in May
(5)	Independence Day	July 4
(6)	Labor Day	First Monday in September
(7)	Veterans' Day	November 11
(8)	Thanksgiving Day	Fourth Thursday in November
(9)	Christmas Day	December 25
(10)	Three (3) Personal Days	Open

- B. Employees who work on a holiday shall receive one and one-half (1/2) time compensation for the time worked.
- C. The three (3) personal days will be used as the employee's first three days of vacation time. The personal days must be used within the fiscal year in which they accrue. Employees hired between July 1 and October 30 will receive three (3) personal days; employees hired between November 1 and February 28 (February 29 in Leap Year) will receive two (2) personal days; and employees hired between March 1 through June 30 receive one personal day. Requests for use of personal days will be scheduled as vacation leave in Article 14, Section C. Should no vacation hours be taken within the fiscal year, the three (3) personal days will be lost.
- D. Holidays which occur during vacation or sick leave shall not be charged against such leave.

ARTICLE 16: SICK LEAVE

- A. Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) days of employment with the Employer.

- B. Employees are eligible to use sick leave for the following reasons:
- (1) Personal illness or physical disability.
 - (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
 - (3) Medical appointments and office visits.
- C. Employees unable to report to work due to illness shall report the reason for the absence to their supervisor one (1) hour prior to the scheduled beginning of their shift. Sick leave with pay may not be allowed if such report has not been made. The supervisor may require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.
- D. The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:
- E. Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding twenty (20) percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.
- F. Sick leave shall not continue to accrue during periods of disability or leave unpaid by the Employer.
- G. Full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave at the end of the fiscal year.

ARTICLE 17: OTHER LEAVES

- A. Bereavement Leave. An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed not to exceed three (3) days time off duty provided that such time off will be charged against accumulated sick leave.
- B. Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.
- C. Employees shall be granted a paid leave of absence for any time required by law for military service, jury service, or as a result of service upon employee of a lawful subpoena or required court appearance in a work-related matter. Any jury or witness fees or mileage will be endorsed over to the Employer.
- D. Disability Leave. Upon application, supported by a statement of a physician, a leave of absence shall be granted without pay for a period not to exceed six (6) months from the beginning of the disability in cases of the physical disability of a regular employee. Any employee requesting such leave shall file such request in writing with the employee's department director and attach thereto a statement of the attending physician. Such statement must indicate that the duration of leave requested is necessary for the disabled employee to recover from the disability. Upon ceasing work, the employee may use any available vacation and sick leave earned. Disability leave without pay shall commence immediately upon completion of the vacation and sick leave.
- E. Parental Leave. Unpaid Parental Leave up to the developmental stage equivalent of twelve (12) weeks for a newborn or for the 12-week period following the date an adoptive parent takes custody of a newly adopted child under six (6) years of age shall be granted to eligible employees.
 - (1) The employee shall be entitled to take parental leave without being penalized for taking leave.
 - (2) An employee returning from parental leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the

leave. This section is pursuant to ORS 659.360 - 659.370.

- (3) All regular employees who have completed ninety (90) calendar days of employment are eligible to request the leave.
- (4) Employees have the option of using their accrued vacation leave during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accrued vacation, benefits will be continued as long as the leave is continued on paid status. Such leave shall not be used for parental leave unless required by law.
- (5) A request shall be submitted to the Personnel Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:
 - (a) The employee's intent to take parental leave beginning on a date certain more than thirty (30) days from the date of the request.
 - (b) The anticipated date of birth of the parent's child, or
 - (c) The anticipated date that the parent will obtain physical custody of a newly adopted child under six (6) years of age, and
 - (d) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.
- (6) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated in an equivalent position. Employees who do not return by the date specified shall be placed on the appropriate lay off list under this Agreement.

F. Leave Without Pay. All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer.

Such leave may be extended once by the General Manager for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the General Manager's approval of the request shall be in writing and shall be filed in the Personnel Division Office. The employee may elect to continue employee coverages and benefits, however, premiums for such extended coverages and benefits shall be paid by the employee. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

G. Family Medical Leave. The Commission provides family medical leave of up to twelve (12) weeks within a two-year period for eligible employees for the care of family members who suffer serious health conditions. For the purpose of this leave, family members are defined as a seriously-ill spouse, parent, parent-in-law, or child, or a sick minor child requiring home care. At the employee's discretion, the leave shall be paid from accrued personal leaves (including vacation leave, sick leave, compensatory time leave, personal holiday leave), or be unpaid.

- (1) The employee shall be entitled to take family medical leave without being penalized for taking such leave.
- (2) An employee returning from family medical leave shall be reinstated with not greater or lesser rights in employment than if the employee had not taken the leave (pursuant to ORS 939, Oregon Laws 1991).
- (3) All full-time and part-time employees who have completed at least 180 calendar days of employment while averaging at least twenty-five (25) hours of work per week are eligible to request the leave.
- (4) Employees have the option of using their accumulated leave balances during the family medical leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in

which the leave without pay commences. If the employee chooses to utilize accumulated balances, benefits will be continued as long as the leave is continued on paid status.

- (5) Eligible employees may take a maximum of twelve (12) weeks of family medical leave within a two-year period. Each two-year period begins on the date of the first day of actual leave taken.
- (6) When the employee can anticipate that the serious health situation is going to arise, the employee must submit written request to the Department Head and Personnel Department at least fifteen (15) days prior to taking the leave. When the employee cannot anticipate the serious health condition of the family member, an oral request can be made to the Department Head to be confirmed in writing to the Department Head and Personnel Department within three (3) working days.

The employee's written request must contain the following:

- (a) The relationship of the employee to the person needing care,
 - (b) The health condition of the family member necessitating the leave, along with a doctor's certificate stating such health condition,
 - (c) The anticipated length of absence, not to exceed twelve (12) weeks,
 - (d) Other family members who are taking family medical leave and when they are taking it, or are otherwise available to care for the family member.
- (7) The Commission is not required to grant this leave of absence during any period of time in which another family member is also taking a family medical leave of absence from their employer, or is otherwise available to care for the family member.
 - (8) The employee who takes a family medical leave of absence has a duty to make a reasonable effort to schedule medical treatment or supervision so as to minimize disruption of the Commission's operations, subject to the approval of the treating physician.

- (9) The former position of an employee on family medical leave shall either remain vacant during the leave, or it may be filled on a temporary basis and considered vacant for reinstatement purposes.
- (10) At the conclusion of a family medical leave, the employee shall be reinstated to his or her former position, unless it has been eliminated due to material changes in the Commission's financial position or business circumstances, or the circumstances have so changed that the employee cannot be reinstated to his/her former position, in which case the employee shall be reinstated to an equivalent position which is available and suitable. If the circumstances have so changed that the employee cannot be reinstated to the former or an equivalent position, then the employee shall be reinstated to an available suitable position.
- (11) Employees who do not return by the date specified may be disciplined up to and including dismissal.

H. Pregnancy Leave/Transfer. The Commission provides temporary transfer or pregnancy leave without pay to eligible employees who are physically unable to perform the duties of their regular position due to pregnancy, child birth, or related medical reasons, without significant risk to the health or safety of the employee or the pregnancy.

- (1) The employee shall be entitled to take pregnancy leave or temporary transfer due to pregnancy without being penalized.
- (2) The position of an employee on temporary transfer or pregnancy leave shall either remain vacant during the leave, or it may be filled on a temporary basis and considered vacant for reinstatement.
- (3) An employee returning from pregnancy leave or temporary transfer shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave (pursuant to ORS 659.389).
- (4) Subject to these policies, and upon written request, all pregnant employees of the Commission are eligible.

(5) Temporary Transfer:

- (a) The Commission shall provide a temporary transfer for the employee if there is an available job which is suitable for the employee and to which the transfer can be reasonably accommodated.
- (b) To initiate a transfer, the employee must submit a written request to the Department Head and Personnel Department. The employee's written request must contain the following:
 - (1) The specific duties affected by the pregnancy.
 - (2) The reasons why the employee is unable to perform her duties without significant risk to the health or safety of the employee or her pregnancy,
 - (3) A statement that the employee is physically able to perform available work,
 - (4) A doctor's opinion/certificate confirming (1), (2), and (3) above, to determine whether a transfer is reasonably necessary.
- (c) The Department Head or Personnel Department may request an additional independent medical opinion, at Commission expense, within three (3) working days after receipt of the initial medical opinion.

(6) Pregnancy Leave:

- (a) The Commission shall provide a pregnancy leave of absence if no suitable work is available for temporary transfer, and if the leave can be reasonably accommodated.
- (b) The period of leave shall be the reasonable period of time during which the employee is disabled from performing any available positions. To initiate a leave of absence, the employee must make the request in writing to her Department Head and the Personnel Department. The leave request must include the period of time of which the leave is requested. The leave request must also

address the employee's disability from performing other available work:

- (1) If the employee previously requested a temporary pregnancy transfer, she must state whether a transfer was offered to her, and if a transfer was offered, the employee must explain why she is disabled from performing those job duties;
 - (2) If the employee did not request temporary pregnancy transfer, she must explain why she is disabled from performing any available job duties known to her; and
 - (3) A doctor's opinion/certificate confirming (1) or (2) above.
- (c) The Department Head or Personnel Department may request an additional independent opinion, at Commission expense, within three (3) working days after receipt of the initial medical opinion.
- (d) Employees have the option of using their accumulated leave balances during pregnancy leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accumulated balances, benefits will be continued as long as the leave is continued on paid status.
- (e) If, during the course of the leave, another position which the employee is qualified to perform becomes available, the Commission will, within three (3) working days, offer the available position to the employee, unless a physician has determined that the employee must remain on leave for a fixed or minimum period of time and the job becomes available during that period of time, or unless a physician has determined that the employee is disabled from performing any job duties for an indefinite period of time.
- (7) If, during the course of pregnancy leave or transfer, the employee regains the ability to perform the duties of her former position, she shall, within three (3) working days of her knowledge of her regained ability, notify the

Commission. The Commission shall restore the employee to her former position within ten (10) working days of notification by the employee, unless the position has been eliminated due to changed circumstances, in which case the employee will be reinstated to an available equivalent position. If no equivalent positions are available, the employee shall be reinstated to an available and suitable position.

- (8) If, at any time during the course of pregnancy leave or transfer, the employee is released by her treating physician to perform the duties of her regular position, she must provide the written release to her Department Head and the Personnel Department within three (3) working days of release. The Commission will, within ten (10) working days of receipt of notice of release, restore the employee to her former position, unless the position has been eliminated due to changed circumstances, in which case, the employee will be reinstated to an available equivalent position. If no equivalent positions are available, the employee shall be reinstated to an available and suitable position.
- (9) Employees who do not follow timelines established in this policy or do not return by the date specified may be disciplined up to and including dismissal.

ARTICLE 18: RETIREMENT

Employees working 600 or more hours per calendar year shall participate in the Public Employees Retirement System (PERS) as provided under the Oregon Revised Statutes. The Employer will pay the employer's 6% contribution and will pick up the employee's 6% contribution.

ARTICLE 19: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions directly related to job performance shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is

agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of the Employer's first knowledge of the error. Any disagreement between the local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

ARTICLE 20: DISCIPLINE

- A. No employee may be disciplined or discharged without just cause.
- B. No employee shall be denied Union and/or legal representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.
- C. If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.
- D. Disciplinary actions shall include only the following: oral or written reprimand, suspension, reduction in pay, transfer, demotion and/or dismissal from employment. Any of these disciplinary actions may be utilized. It may not be necessary in every circumstance that the discipline be taken progressively.

ARTICLE 21: 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 of 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, and two members designated by the Employer. 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 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 22: EQUAL EMPLOYMENT OPPORTUNITY

- A. The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation, or Union activity.
- B. Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the Executive Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.
- C. If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the

General Manager's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

ARTICLE 23: PERSONNEL FILE

- A. The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Personnel Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.
- B. All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official Metro file as described in Section A. above. An employee upon request shall have the right to view all material in the employee's personnel file.
- C. All disciplinary material shall be expunged from the personnel file two (2) years from the date the material was entered, provided that the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with Section B. above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.
- D. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in Section C. above. Such a written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.

ARTICLE 24: OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment, provided that such outside employment does not:
- (1) Occur at any MetroERC facilities;
 - (2) Create a conflict of interest with the employee's MetroERC duties; or
 - (3) Create an inability to perform employee's job duties at MetroERC.
- B. Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

ARTICLE 25: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Effective July 1, 1992, during FY 1992/1993, the Employer shall provide at no cost to the employee an employee assistance program. Thereafter, for the remainder of this agreement, continuance of the EAP shall be subject to approval of funding by the Metro Council.

ARTICLE 26: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

In the event of a conflict between this Agreement and MetroERC policy, the terms of the Agreement shall apply.

ARTICLE 27: 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 June 30, 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 June 30, 1994.
- B. The parties will reopen this Agreement not more than one hundred eighty (180) days and not less than ninety (90) days prior to July 1, 1993, to bargain wages, overtime, medical, dental, and vision coverage and related costs.

METROPOLITAN EXPOSITION-RECREATION INTERNATIONAL UNION OF
COMMISSION OPERATING ENGINEERS
LOCAL NO. 701

Date

Date

Date

Date

Date

EXHIBIT "A"

PAY RATES FOR LOCAL 81, OPERATING ENGINEERS

<u>Classification</u>	<u>July 1, 1991- June 30, 1992</u>	<u>July 1, 1992 June 30, 1993</u>	<u>July 1, 1993 June 30, 1994</u>
Apprentice			
Operating Engineer			
(Entry, 1st Year)	\$13.51	\$14.05	\$14.56
(2nd Year)	\$14.30	\$14.88	\$15.42
(3rd Year)	\$15.10	\$15.70	\$16.27
Operating Engineer	\$15.89	\$16.53	\$17.13
Lead Operating Engineer	\$16.69	\$17.36	\$17.98
Electrician	\$17.55	\$18.25	\$18.91
Utility Technician	\$14.57	\$15.15	\$15.70

*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.



METRO

RECEIVED
NOV 3 1993TIME: 2:30 p.m.
METROPOLITAN EXPOSITION
RECREATION COMMISSION

Date: November 2, 1993

To: Pat LaCrosse, General Manager
Metropolitan Exposition-Recreation Commission

From: Craig Cowan, Labor Relations Officer

Re: Settlement of Operating Engineers Local 701 Negotiations

This is to notify you that on November 1 a tentative agreement was reached with the Union for fiscal year 1993-94. The Union represents 11 full time employees at the Oregon Convention Center and the Portland Center for the Performing Arts.

The current Agreement provides that during the second and final year of the Agreement, the parties would negotiate on wages and insurances for the final year of the Agreement. The negotiations started in May, and took 4 bargaining sessions before an agreement was reached.

The tentative agreement is as follows:

Wages

- * Increase all wage rates by 3.6%, effective July 1, 1993
- * Establish a \$.25 per hour shift differential pay if an employee works at least one-half of their shift between the hours of 4:00 p.m. and 12:00 midnight. The differential becomes effective on the date of final ratification, and does not apply when an employee is on leave with pay.

Insurances

- * Improve MERC's dollar contribution to \$368.26 per month per employee for employee and qualified dependent coverage effective July 1, 1993. If premiums exceed that amount, then the employee must pay out of pocket for the additional costs. The current levels of benefits and programs continue without change.

The Union plans to ratify the agreement on November 5, and will confirm the results to me. Once the agreement is ratified, I'll contact you to request that the tentative

agreement be placed on the agenda for the November Commission meeting.

Please contact me at 797-1786 should you have any questions regarding this matter.

cc: Jeff Blosser
Bob Spier
Robert Freedman