

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 06-16**

For the purpose of ratifying a collective bargaining agreement with the International Longshore and Warehouse Union (ILWU), Local 28, tentative agreement.

**Whereas**, the Commission's designated representatives for labor relations have negotiated in good faith with ILWU; and

**Whereas**, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached a tentative agreement for a three-year collective bargaining agreement; and

**Whereas**, the tentative agreement is subject to ratification by a vote of the Union membership on behalf of the Union, and by a vote of the Commission on behalf of MERC; and

**Whereas**, the Union membership is actively engaged in the ratification process for the tentative agreement; and,

**Whereas**, MERC believes that the tentative agreement is fair, reasonable, and in the public interest,

**THEREFORE BE IT RESOLVED:**

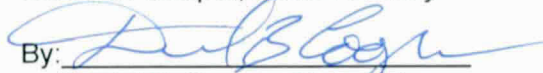
1. The Commission hereby ratifies the tentative agreement attached to this Resolution as Exhibit A, conditional on ratification of the agreement by the Union.
2. The Commission hereby authorizes and directs the General Manager or his delegate to sign the collective bargaining agreement, upon ratification by the Union, reflecting the terms of the tentative agreement on the Commission's behalf, and forward that signed agreement to the Union for formal signing.

Passed by the Commission on June 28, 2006.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary-Treasurer

Approved As To Form:  
Daniel B. Cooper, Metro Attorney

By:   
\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney

## MERC STAFF REPORT

**Agenda Item/Issue:** FOR THE PURPOSE OF RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL LONGSHORE AND WAREHOUSE UNION (ILWU), LOCAL 28, TENTATIVE AGREEMENT.

**Resolution no.** 06-16

**Date:** June 28, 2006

**Presented by:** Rachel Bertoni

### **BACKGROUND:**

ILWU 28 represents full and part time Facility Security Agents at the Oregon Convention Center and the Portland Center for the Performing Arts. Currently, there are eight (8) full time employees and twenty eight (28) part time employees represented by ILWU. Their agreement will expire on June 30, 2006. Negotiations began in April 2006 for a successor agreement. The negotiations concluded in June 2006. As of June 9, 2006, the Union is actively engaged in the ratification process.

### **RESOLUTION 06-16:**

The major elements of the tentative agreement are as follows:

**Term of Agreement:** July 1, 2006 to June 30, 2009 (three-year agreement).

**Wages:** Please refer to the wages listed as Attachment A to the contract for wage rates effective July 1, 2006; these wages represent an increase of 2.6% over current rates. Effective July 1, 2007 and again on July 1, 2008, wage rates will be increased in accordance with the Portland-Salem Consumer Price Index for all Urban Consumers ((CPI-U) 1982-84 = 100) measured for the second half of the year preceding the July 1 effective date, with a minimum of 1% and a maximum of 4%.

**Insurance:** For full time employees, the contract continues to provide existing level of insurance benefits. As of July 1, 2006 MERC shall contribute \$727.12 per month for medical, dental and vision coverage; July 1, 2007 employer contribution of \$763.48; July 1, 2008 employer contribution of \$801.65.

**Shift Differential:** Shift differentials are scheduled to increase by 15 cents in the first year of the contract, and 5 cents in the second and third years.

**Allowances:** Combined uniform and shoe allowances are scheduled to increase by \$111 per year, from \$394 per year to \$505 per year.

**Language Changes:** Significant language changes are listed below.

- Part-time employees will be eligible to receive a holiday premium if scheduled to work on a holiday. Full-time employees may be removed from a work schedule on a holiday at the discretion of management.
- Employees who wish to extend their bereavement leave will use vacation, rather than sick leave, accruals.
- Training requirements have been expanded and the respective obligations of management and employees clarified. Full-time employees will serve a two-week training assignment on alternate shifts each year.
- Impact bargaining was completed for implementation of the physical agility testing permitted under the existing contract.
- Non-discrimination language was extended to include gender-identity, consistent with Metro/MERC's regulatory requirements.

**SHORT RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement are within budgeted amounts.

**LONG RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement are within budgeted amounts.

**RECOMMENDATION:**

Staff recommends approval of Resolution 06-16.

~~2003-2006~~ 2006-2009  
Collective Bargaining Agreement

Metropolitan Exposition-Recreation  
Commission (M.E.R.C.)

And

International Longshore and Warehouse  
Union

I.L.W.U. Local 28

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## **PREAMBLE**

This agreement is entered into by Metropolitan Exposition-Recreation Commission (MERC), hereinafter referred to as the Employer; and the International Longshore and Warehouse Union Local 28, hereinafter referred to as the union.

The purpose of this Agreement is to set forth the full and complete agreement between the Employer and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment; to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement, consistent with the Employer's and the Union's mutual objective of providing ever improved services to the public.

This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability.

Except as otherwise provided by law, the parties agree as follows:

## **ARTICLE 1: RECOGNITION**

### **Section 1.**

The employer recognizes the Union as the exclusive bargaining representative for two separate units of security agents employed by the Metropolitan Exposition-Recreation Commission. Bargaining unit one includes all full-time regular Facility Security Agents and phased-out Lead Facility Agents. Bargaining unit two includes Relief On-Call Security Agents.

### **Section 2.**

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

## **ARTICLE 2: DEFINITIONS**

**Probation:** Probationary employees work at the will of the Employer and may not invoke the grievance procedure in this Agreement.

**Temporary:** Temporary employees are provided by an outside agency and are excluded from the bargaining unit. A temporary employee's period of employment shall be restricted to no more than 1,040 hours in any calendar year.

**Subcontracting:** Nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with

not less than ninety (90) calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period.

**Full-Time:** A position which is designated as full-time in the adopted commission budget and which typically consists of forty hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day.

Full-time employees approved by the Commission are entitled to pay, insurance, vacation, sick leave, other leaves, holidays and retirement as described in this Agreement.

**Part-time:** Relief On-Call Facility Security Agents are scheduled on an on-call basis to relieve or supplement Full-time Security Agents to meet facility needs.

### **ARTICLE 3: MANAGEMENT RIGHTS**

Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management of MERC functions, direction and control of its workforce, facilities, properties, and activities. Rights of management shall include, but not be limited to: the right to direct the activities of the workforce, determine the level of service and method of operation and introducing new processes or procedures; hire, promote, demote, transfer, assign, reassign employees; discipline employees consistent with this Agreement; to lay off employees; schedule work; to complete performance evaluations; to classify, reclassify or merge positions as required; to make, publish and enforce rules and regulations, including personnel and work rules and policies that do not violate any specific provision of this Agreement.

### **ARTICLE 4: UNION SECURITY**

#### **Section 1.**

All employees covered by this Agreement shall within thirty (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.

## **Section 2.**

Fair share payments authorized by this Article shall be deducted by the Employer. The Union assumes responsibility for repayment of monies found to be illegally deducted by the Employer under this Article. It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes, and laws.

## **Section 3.**

The Employer agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to ILWU, Local 28 at its headquarters office as specified by the Union. The total amount of the monies deducted for regular union dues and fair share payments shall be transmitted to the Union within ten (10) calendar days after the payroll deduction is made. The performance of these services is at no cost to the Union.

The Union agrees that it will indemnify and save the Employer harmless from all suits, actions, and claims against the Employer or person acting on behalf of the Employer arising out of the Employer's faithful compliance with terms of this Article 3, provided the Employer notifies the Union in writing of such claim and tenders the defense to the Union.

## **ARTICLE 5: NO STRIKE OR LOCKOUT**

### **Section 1.**

During the term of this Agreement, neither the Union nor its agents or 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 MERC. During the term of the Agreement neither MERC nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

### **Section 2.**

If any work stoppage, slowdown, 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 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 1 above to return to work.



## **ARTICLE 6: UNION REPRESENTATIVES**

### **Section 1 Stewards**

- a) Within thirty (30) calendar days from the signing of the Agreement, the Union will notify the Special Services Manager in writing of the names of designated Stewards. The list will be updated as necessary.
- b) Upon prior notice to their immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours; arrange a mutually agreeable time for the requested activity.
- c) No Steward will be eligible for overtime pay other premium pay or travel reimbursement as a result of carrying out Steward duties.
- d) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.
- e) Internal Union business shall be conducted by Stewards and employees during their non-duty time.
- f) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.

### **Section 2 Union Staff**

Union Representatives from the ILWU will be allowed to visit work areas of employees during work hours regarding matters affecting their employment. The ILWU representatives shall be subject to normal building security requirements unless special arrangements are made. Such visits shall not interfere with employees' duties or interfere with building activities or events in progress.

## **ARTICLE 7: MAINTENANCE OF STANDARDS**

### **Section 1.**

The Employer agrees that all conditions of employment established by its individual operations at Oregon Convention Center, Performing Arts Center, and Expo which constitute an economic benefits to employees covered by this Agreement shall be maintained at no less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

## **Section 2.**

This article of the Agreement shall not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors shall be resolved through the grievance procedure.

## **ARTICLE 8: NON-DISCRIMINATION**

### **Section 1.**

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, age, gender identity, national origin, mental or physical disability, marital status, political affiliation, or Union activity.

### **Section 2.**

Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, age, gender identity national origin, mental or physical disability, marital status, or political affiliation that is brought to the Union for processing will be submitted directly to the MERC Affirmative Action Officer either informally or formally. The Affirmative Action Officer will strive to address an informal complaint within 30 days. If informal attempts to resolve the complaint are unsuccessful, a formal (written) complaint may be made. The Human Resources Manager or designee shall within ten (10) working days from the receipt of a formal complaint:

1. Thoroughly investigate the complaint and establish a file of findings;
2. Submit the findings with a recommendation to the General Manager;
3. Inform the complainant of the determination and any action to be taken; and,
4. Notify the complainant of relevant avenues of appeal, including the Bureau of Labor and Industries, if appropriate.

### **Section 3.**

If any employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 4 of the grievance procedure with a copy to the MERC Human Resource Division. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 9: WORK SCHEDULES**

### **FULL-TIME**

#### **Section 1.**

The normal work schedule for Full-time Facility Security Agents shall be forty (40) hours in a workweek with five (5) consecutive days of work and two (2) consecutive days off.

#### **Section 2.**

Each full-time Facility Security Agent position at MERC has its set days off during the workweek. The days off for each full-time position shall not be changed except by mutual consent between the employee and employer.

#### **Section 3.**

Regular work report times for full-time Facility Security Agents at the Convention Center shall be between 6 AM and 8AM for day shift; between 2 PM and 4 PM for afternoon shift; and between 10 PM and 12 Midnight for the graveyard shift. At the Performing Arts Art's Center the regular report time shall be between 4 PM and 6 PM for the afternoon shift. A change in shift hours will be announced at least seven days in advance. Nothing in this section will prohibit temporary or emergency changes in schedule as provided in Section 4, below.

#### **Section 4.**

Work schedules shall be posted two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be temporarily changed to meet building needs or a bona fide emergency. When possible twenty-four (24) hours notice will be give for temporarily changed work schedules.

#### **Section 5.**

It is understood that for employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. These employees will be provided a thirty (30) minute lunch period on the Employer's time. Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible. Employees will be required to be on-site during their lunch and rest periods and be on-call to duty during their lunch and rest periods.

#### **Section 6.**

When employees agree to trade shifts, and it is approved by the Employer in advance, such changes will not result in any overtime liability to the Employer.

**Section 7.**

When an employee voluntarily requests a change in work schedule and the Employer agrees, the Employer will not be liable for premium pay or overtime pay for work in excess of eight (8) hours per day, but will be liable for overtime pay for hours in excess of forty (40) hours in a workweek.

**Section 8.**

If an employee cannot report to work as scheduled, the employee must call the designated person two (2) hours before their scheduled shift starts. In case of an emergency, the employee will contact the employer at the first opportunity.

**RELIEF ON-CALL**

**Section 9.**

Work schedules and assignments for relief on-call security agents will be made based upon availability. The employer will make every effort to equalize work opportunities for on-call employees, based on availability. The Union reserves the right to request records two times within any 12 month period. Records will include availability schedules and work schedules, for comparison purposes.

**Section 10.**

Work schedules for relief on-call security agents shall be posted ten (10) calendar days in advance of the effective date of the schedule. An employee's work schedule may be temporarily changed to meet building needs or a bona fide emergency. When possible, twenty-four (24) hours notice will be given for temporarily changed work schedules.

**Section 11.**

When an employee picks up an additional shift, the employer will not be liable for "double-back" pay, or overtime pay for work in excess of eight (8) hours per day, but will be liable for overtime pay for hours worked in excess of forty (40) hours in a work week.

**ARTICLE 10: OVERTIME**

**Section 1.**

The workweek is defined as seven (7) consecutive calendar days beginning at 12:01 am on Thursday and ending on the following Wednesday at 12:00 midnight. A workday is the 24-hour period beginning at 12:01 am each day and ending at 12:00 midnight.

## **Section 2.**

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.

## **Section 3.**

~~From time to time, based on the operational needs of the Employer, an employee may be requested to serve as an armed guard. Volunteers will be solicited. If no employee volunteers, employee(s) will be assigned in accordance with the lowest seniority employee who is qualified. All employees who "double back," who are regularly scheduled to return to work with less than sixteen hours off, will be paid time and one-half for the "double-back" shift.~~

All employees who "double-back", who are scheduled to return to work with less than twelve (12) hours off, will be paid time and one-half for the double-back shift.

## **Section 4.**

For purposes of computing overtime, hours worked will include only time actually worked, and shall not include holiday pay, vacation and sick leave pay, or compensable on-the-job injury pay.

## **Section 5.**

The Employer shall give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer shall assign the necessary number of employees to work overtime. Any employee who declines to work overtime waives by that amount any right to equal overtime in the future.

## **Section 6.**

Application of the overtime section shall not be construed to provide for compensation at a rate exceeding time and one-half or to effect a "pyramiding" of overtime and all forms of premium pay.

## **Section 7.**

Shift trading is permitted; overtime must be approved by the DSS Manager.

# **ARTICLE 11: SHIFT DIFFERENTIAL PAY**

## **Section 1.**

Shift differential pay shall apply to all bargaining unit employees. For purposes of pay in this Article only, swing shift shall be defined as any shift that begins

between the hours of 2:00 p.m. and 9:59 p.m. Effective July 1, 2006, a~~An~~ employee shall be paid \$0.75 (seventy-five) ~~\$0.60 (sixty cents)~~ per hour shift differential for all hours worked on that shift, with a \$0.05 increase on July 1, 2007 and July 1, 2008.

For purposes of pay in this Article, graveyard shift shall be defined as any shift that begins between the hours of 10:00 p.m. and 4:59 a.m. Effective July 1, 2006, ~~a~~An employee shall be paid \$1.05 (one dollar five cents) ~~\$0.90 (ninety cents)~~ per hour shift differential for all hours worked on that shift, with a \$0.05 increase on July 1, 2007 and July 1, 2008.

If any employee assigned to swing shift works one-half or more of graveyard shift hours as defined above, the employee shall receive the higher shift differential pay for the entire shift. An employee's initial shift differential pay rate shall be used in the computation of the overtime rate.

## Section 2.

Shift differential pay shall be paid only for hours worked.

## ARTICLE 12: SALARY ADMINISTRATION

### Section 1.

~~Effective June 12, 2003, July 1, 2006, current, non-probationary employees shall be paid a minimum of \$14.89 \$13.87 per hour, exclusive of shift differential. Probationary employees shall be paid \$13.39 per hour, exclusive of shift differential. Employees who, as of June 11, 2003, were receiving pay in excess of \$13.87 per hour will receive an increase of \$0.35 (thirty five cents per hour) effective June 12, 2003.~~

### Section 2.

Effective July 1, ~~2007~~2004 and July 1, ~~2008~~2005 the rates set out in Exhibit A shall be increased in accordance with the Portland-Salem Oregon Consumer Price index all Urban Consumer (CPI-U 1982-84 = 100) measured for the 2<sup>nd</sup> half of the year preceding the July 1 effective date of the wage schedule would be used for determining the schedule adjustment with a minimum of 1% and a maximum of 4%.

### Section 3.

Newly-hired employees will be paid ~~10% less than the above rates~~ the "Entrance Rate" for the term of their probationary period, as defined in Article 26, below. Upon successful completion of the probationary period, an employee will receive the "After 6 Months" or "After 40 Shifts" rate ~~above rates of pay.~~

**Section 4.**

~~Upon ratification, each full-time employee shall be paid a one-time bonus of \$750.00.~~

**ARTICLE 13: HEALTH AND WELFARE**

**Section 1.**

A joint Labor-Management committee comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs. Metro shall make available to the committee current information regarding insurance premium rates and projected increases, as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverage to stay below the specified Employer contributions for each year of the Agreement. Each employee shall contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised as provided in the Committee's by-laws. The Committee shall make recommendations to the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in this Article.

The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize the remedies available under ORS 243.698-243.722 including mediation and fact-finding.

**Section 2.**

Effective July 1, 2003 2006 MERC shall contribute an amount not to exceed ~~\$562.00~~ \$727.12 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

Effective July 1, 2004 2007 MERC shall contribute an amount not to exceed ~~\$629.50~~ \$763.48 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

Effective July 1, 2005 2008 MERC shall contribute an amount not to exceed ~~\$692.50~~ \$801.65 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

Metro will fund health benefits to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.

**Section 3.**

Life Insurance and Additional Dependent Life and Disability coverages shall be maintained at current levels at no cost to the employee unless adjustments are

made by the joint committee to keep medical, dental and vision costs below the cap for that coverage.

**Section 4.**

Metro/MERC agrees to involve the Union in discussions with the agent of record related to rate increases and plan options and provide copies of all information received from the agent of record regarding ways to avoid increased costs. The vehicle for sharing this information will be the committee the parties agreed to in Section 1 of this article.

**ARTICLE 14: RETIREMENT**

Employees shall continue to be eligible for participation in the Public Employee Retirement System (PERS) to the extent applicable under the law. Employees shall continue to have the Employer "pick-up" their required six-percent (6%) monthly contribution to the PERS. MERC will provide new employees with information regarding PERS.

**ARTICLE 15: VACATION LEAVE**

**Section 1.**

Vacation leave pay for full-time employees shall accrue at the rate shown below prorated on the total of compensable hours paid to the employee for hours worked, vacation, personal holidays and paid sick leave:

Total Years of Service	Accrual Rate at 24 Pay Periods Per Year	Vacation Rate Per Year
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 thorough 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

Employees who have successfully completed the initial probationary period and have received a full-time appointment are eligible to take accrued vacation leave with pay.

**Section 2.**

Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250 hour cap, the employee will schedule such time off subject to Section 4 of this article.



### **Section 3.**

Any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period.

### **Section 4.**

The Special Services Manager or their designee shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff and for the work requirements of the department. Vacation requests shall be submitted through the employee's immediate supervisor and approved by the Special Services Manager on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

## **ARTICLE 16: SICK LEAVE**

### **Section 1.**

Full-time bargaining unit members shall earn sick leave with pay at a rate of four and one-third (4.33) hours per payroll period or 104 hours per year. Qualified employees shall be eligible for use of earned sick leave after working one (1) day of service with MERC.

### **Section 2.**

Employees are eligible to use sick leave only 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;
- 4.) As otherwise required by law.

### **Section 3.**

Employees unable to report to work shall report the reason for absence to their supervisor at least one hour prior to the scheduled beginning of their shift. In case of an emergency the employee will contact the employer at the first opportunity. An employee shall be entitled to use a maximum of four (4) consecutive workdays sick leave without a signed doctor's statement if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive workdays sick leave without a doctor's certification.

#### **Section 4.**

MERC and the Union agree that no employee should receive full net 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:

Where the dual payment would result from the employee filing a claim for time loss payment 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 net take-home pay for the pay period. MERC may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or MERC 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.

#### **Section 5.**

Sick leave shall not continue to accrue during periods of disability or leave unpaid by MERC.

#### **Section 6.**

Notwithstanding the foregoing, employees who misuse sick leave may be subject to discipline and/or may be required to furnish a doctor's certificate for each day of illness. Management will consider the following factors in determining if an employee is misusing sick leave: (a) fraudulent or improper use of sick leave, (b) failure to follow required notification procedures, (c) exhaustion of all accrued sick leave and (d) use of five (5) days of sick leave in any six (6) month period, provided, however, that this sub-section (d) shall not apply to employees who have gone over the five (5) day threshold as a result of a single incident supported by a doctor's certificate. MERC shall not conclude that any employee has misused sick leave without first notifying the employee that he/she appears to be misusing sick leave, and giving the employee an opportunity to respond. The Human Resources Manager ~~Director~~ must concur with any actions taken pursuant to this section.

#### **Section 7.**

Regular 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 period.

#### **Section 8.**

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the Special Services Manager may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer

and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of their position.

The Employer will provide reasonable accommodation in accordance with the American with Disabilities Act.

## **ARTICLE 17: WORK-RELATED COURT APPEARANCES**

Any employee required to appear in court to testify as part of assigned work will be paid four hours' pay or actual time required, whichever is greater. In addition, the employee will be reimbursed for mileage at the current IRS rate.

## **ARTICLE 18: HOLIDAYS**

### **Section 1.**

The following shall be considered holidays for full-time employees:

- |                               |                             |
|-------------------------------|-----------------------------|
| 1. New Years Day              | January 1                   |
| 2. Martin Luther King Jr. Day | Third Monday in January     |
| 3. Presidents' 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                 |

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1½) time compensation for the time worked in addition to regular holiday pay.

In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used with the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave. An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and not compensable.

**Section 2.**

Holidays that occur during vacation or paid sick leave shall not be charged against leave.

**Section 3.**

The holiday shift is the shift on which at least one-half of the hours of the shift are worked.

**Section 4.**

Employees shall normally be notified of holiday work schedules at least fourteen (14) days in advance, except in situations over which the Employer has no control.

**Section 5.**

Holiday work will normally be performed by the employee regularly scheduled to work on the day of the holiday. If the regularly scheduled employee chooses not to work the holiday, MERC shall offer work available on holidays to volunteers. Employees interested in working the holiday will advise the employer of their desire to do so at least 72 hours prior to the schedule being published. If two or more employees volunteer within 72 hours prior to the holiday, the most senior will be selected. If there are no volunteers, the work will be given to a non-probationary on-call employee. In the event that an on-call employee is not available, the least senior non-probationary full-time security agent will be assigned.

**Section 6.**

Part-time agents who work on a holiday will be compensated at a rate of one and one half (1½) times their normal rate for hours works.

**Section 6-7.**

If employees trade shifts it cannot invoke overtime without the written permission of the supervisor.

**Section 8.**

Management reserves the right to schedule full-time Facility Security Agents, based on business need, during the Holidays listed in Section 1.

## **ARTICLE 19: OTHER LEAVES**

### **Section 1. Parental Leave**

The Employer provides parental leave of up to twelve (12) weeks for eligible full-time employees who have become parents. At the employee's discretion, the leave shall be paid from accrued vacation time or accrued sick leave, or be unpaid.

- a) The employee shall be entitled to take parental leave without being penalized for taking leave.
- b) When the employee returns from the leave, he or she must be restored to the former or an equivalent job, without loss of seniority. If the employee cannot be reinstated to the former or equivalent job because the Employer's circumstances have changed, the employee must be reinstated to any other position that is available and suitable.
- c) All employees who have completed ninety (90) days of service are eligible to request the leave.
- d) Employees have the option of using their accumulated leave balances 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 accumulated balances, benefits will be continued as long as the leave is continues on a paid status.
- e) Employees are entitled to a maximum of twelve (12) weeks unpaid parental leave. Such entitlement begins on the date of birth of the child, or on the date of the taking of physical custody of a newly adopted child.
- f) A request shall be submitted simultaneously to the Special Services Manager and the Human Resource Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:
  - (1) The employee's intent to take parental leave beginning on a certain date more than thirty (30) days from the date of the request.
  - (2) The anticipated date of birth of the parent's child, or
  - (3) The anticipated date that the parent will obtain physical custody of a newly adopted child under six years of age and
  - (4) 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.
- g) Failure to submit a written request in accordance with (1) above will be handled pursuant to the law applicable.

- h) 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 to an equivalent position or any other position that is available and suitable. Employees who do not return may be disciplined.

## **Section 2. Leave Without Pay**

In instances where the work will not be seriously handicapped by the temporary absence of a full-time employee, the Facility Manager Director may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days, but not to exceed six (6) months, must be approved by the MERC General Manager. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be paid by the employee. Any and all such extension of insurance shall be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan. No employee may be denied leave without pay of 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.

## **Section 3. Union Business**

Upon written request at least two (2) weeks in advance and subject to operating requirements, the Special Services Manager shall grant leave without pay for conducting Union business for up to two (2) full-time employees at any one time.

## **Section 4. Jury Duty**

Upon the presentation of written documentation at the earliest opportunity, full-time employees shall be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

- a) The employee granted such leave shall pay all money received, except travel allowance, to the Employer.
- b) An employee on jury duty who is on other than a day shift shall be temporarily assigned to day shift for the duration of jury duty. An employee whose shift is temporarily changed as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the

Employer from requesting the court to excuse the employee from jury duty.

### **Section 5. Military Leave**

A non-probationary full-time employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) days in any calendar year for his/her annual training requirement. Such fifteen (15) calendar day leave shall be granted without loss of pay, or other leave and without impairment of other rights or benefits to which he/she is entitled, providing the employee receives bona fide orders to active training duty for a temporary period and providing he/she returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. The employee shall provide the Employer with copies of their leave earnings statement. Such employees shall be entitled to the difference, if any, between their regular earnings and their military pay. If their military earnings exceed their regular earning no payment will be made by the Employer. Leave without pay shall be allowed in accordance with the Oregon state laws for employees entering military service for extended or indefinite period of active duty.

### **Section 6. Bereavement Leave**

- a) A full-time employee absent from duty by reason of the death of his or her spouse, parent, child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, domestic partner, or other household member shall be allowed not to exceed three (3) days of leave with pay. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick vacation leave hours.
- b) If travel is required, two (2) additional days, chargeable to sick leave, may be allowed upon approval of the Special Services Manager.
- c) A full-time employee may attend a funeral ceremony for a fellow employee in the ~~Security Department~~ MERC, with four (4) hours leave with pay to attend such funeral ceremony, subject to the Employer's operating needs.

## **ARTICLE 20: LAYOFF**

### **Section 1.**

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer shall determine the number and classifications in which there will be a layoff. All employees on initial probation within the bargaining unit classification selected for layoff shall be laid off before any layoffs of regular full-time or on-call non-probationary employees within the bargaining unit classification.

## **Section 2.**

The layoff procedure shall occur in the following manner:

- a.) An employee shall be given thirty (30) calendar days notice of layoff in writing.
- b.) The least senior full-time employee shall be laid off by bargaining unit classification.
- c.) An employee notified of pending layoff shall select one (1) of the following options and communicate such choice in writing to the Employer within ten (10) calendar days from the employee is notified in writing:
  - (1) The employee may demote to the lowest seniority position in a lower bargaining unit classification for which they are qualified. To be qualified, an employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position after a brief orientation period or,
  - (2) The employee may elect to be laid off. Employees laid off shall be placed on the layoff list for the classification from which they were removed.

## **Section 3.**

An employee who is on the layoff list shall have recall rights to a vacant position in the classification from which they were laid off and qualified to perform.

## **Section 4.**

On re-employment of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to their last known address. The employee shall have five (5) days to report their intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer or as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

# **ARTICLE 21: SENIORITY**

## **Section 1.**

This article shall apply where an Article in this agreement specifically and expressly authorizes it.

## **Section 2.**

- (a) Seniority for full-time and relief on-call employees shall be computed starting from an employee's initial date of hire or promotion into a security classification at MERC. Seniority for full-time employees shall be defined as continuous service in a security classification at MERC. Seniority for relief on-



call employees shall be defined as total cumulative service in a security classification at MERC. If two (2) or more employees have equal seniority time, the tie shall be broken by the employee having the longest continuous service within their current classification at MERC.

(b) Except for compensable on-the-job-injuries or illness and military leaves, all leaves without pay for full-time employees that exceed ninety (90) calendar days shall be deducted from the computation of continuous service.

### **Section 3.**

An employee who is recalled from a layoff list from MERC shall keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

### **Section 4.**

All contractual rights under this agreement and seniority time shall be forfeited if an employee resigns, is terminated, retires, who does not return to work from a leave of absence, or is on the layoff list for more than twelve (12) months.

### **Section 5.**

MERC will leave posted on designated bulletin boards at the Convention Center and Performing Arts Center a seniority list of employees no later than July 20 and January 20 of each year.

## **ARTICLE 22: FILLING VACANCIES**

All job opportunities that involve bargaining unit positions shall be posted for seven (7) calendar days in the Security Department in order to give all employees an opportunity to apply for available vacant positions. Non-probationary full time facility security agents and on-call facility security employees shall have the opportunity to apply as internal candidates and be considered for vacant positions.

## **ARTICLE 23: NEW AND REVISED CLASSIFICATIONS**

MERC shall notify the Union when creating a new classification and/or substantially revising an existing bargaining unit classification that includes security duties. The Union shall have ten (10) calendar days to request negotiations on the wage rate for the new or revised classification.

The Employer will implement a wage rate for the new or revised classification. This wage rate shall remain in effect during the period of negotiations between MERC and the Union. If negotiations result in an increase in the wage rate, the increase shall be effective back to the date the new or revised classification was implemented.

## **ARTICLE 24: GRIEVANCE PROCEDURE**

### **Section 1.**

A Grievance shall be defined as any dispute regarding the meaning, application or interpretation of this Agreement. Where a particular article of this Agreement contains an alternate procedure for addressing disputes under that Article, that Article's procedure shall replace the procedure in this Article.

### **Section 2.**

The following shall constitute the grievance procedure steps:

- a) Step 1. The employee alone or with a Union representative is encouraged to meet with the Special Services Manager to discuss the grievance. If the grievance is not resolved the grievance shall proceed to Step 2.
- b) Step 2. An employee alone or accompanied by the Union shall file a written grievance with the OCC Special Services Manager within fifteen (15) working days of the alleged violation or when the employee had first knowledge of such violation. The Special Services Manager shall respond in writing to the grievance within fifteen (15) working days following receipt of the grievance.
- c) Step 3. If the grievance has not been answered or resolved at Step 2, it may be presented to the Director of Events and Special Services at the Convention Center or the Events Manager at the Performing Arts Center whichever is appropriate within ten (10) working days after the response from the supervisor is due or received. The Facility Manager Events Manager or Director of Events and Special Services shall respond in writing within ten (10) working days following receipt of the grievance.
- d) Step 4. If the grievance has not been answered or resolved at Step 3, it may be presented to the OCC or PCPA Facility Director or their designee within ten (10) working days from the date the Step 3 response is due or received. The Director or designee shall respond in writing within ten (10) working days following receipt of the grievance.
- e) Step 5. A grievance that is not answered or resolved at Step 4 can be appealed to arbitration in writing by the Union. The Union shall notify the MERC Human Resources Manager, with a copy to the Metro Human Resources Department, within ten (10) working days from the date that the Step 4 response was due, or presented to the other party.

### **Section 3.**

After the grievance has been submitted to arbitration, either MERC or the Union will request the Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, ~~Metro-MERC~~ and the Union shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The final name on the list shall be the arbitrator.

#### **Section 4.**

The arbitrator's decision shall be sent to the MERC Human Resources Manager, Metro Human Resources Department, and the Union within thirty (30) calendar days from the close of the hearing and that such decision shall be final and binding. The arbitrator shall have no power to add to, alter, modify, amend or subtract from the Agreement or establish new or revised existing class specifications. The losing party shall pay the cost of the arbitration. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

#### **Section 5.**

After receipt of the Step 4 response, MERC and the Union may mutually agree to take a grievance to mediation. The mediation shall be conducted by the Employment Relations Conciliation Division.

#### **Section 6.**

Time limits may be extended in writing by mutual agreement.

#### **Section 7.**

The grievance form to be used at all steps of this grievance procedure is attached as Exhibit B of this Agreement. If an employee is unable to use a grievance form, any grievance statement shall contain the following:

- Employee name and classification
- Employee's immediate supervisor
- Statement of the grievance and the related facts
- The Articles of the Agreement alleged to be violated
- The remedy
- Date the grievance filed
- Employee's signature

### **ARTICLE 25: DISCIPLINE AND DISCHARGE**

#### **Section 1.**

No employee who has completed initial probation shall be disciplined without just cause. Disciplinary shall include only the following:

- Oral reprimand,
- Written reprimand,
- Demotion,
- Reduction in pay,
- Suspension, or
- Termination

**Section 2.**

Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article 23 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

**Section 3.**

No employee shall be denied Union representation in any investigation that may result in disciplinary action or in meetings that involve disciplinary action provided the employee requests such representation.

**Section 4.**

A non-probationary employee whose pay is reduced, or who is suspended without pay, demoted or terminated, may appeal such disciplinary action directly to Step 4 of the grievance procedure within ten (10) working days from the effective date of the action. Any further written appeal beyond Step 4 shall follow the requirement and time frames outlined in Article 23.

**Section 5.**

The Union shall be sent a copy of an employee's disciplinary action.

**Section 6.**

An employee whose suspension without pay or termination is rescinded by the Employer shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment, or as mutually agreed upon. If an arbitrator rescinds a suspension without pay or termination, the arbitrator shall have the authority to fashion a remedy to the specific case.

**Section 7.**

Upon request of an employee, records of reprimands shall be removed from an employee's personnel file after two (2) years, provided, however, that the employee has taken corrective action and has received no other disciplinary actions.

**ARTICLE 26: PROBATIONARY PERIOD**

**Section 1.**

The probationary period shall be considered a continuation of the examination process. Every full-time employee upon initial appointment or promotion shall serve a probationary period of six (6) full calendar months. For on-call employees, the probationary period shall be forty shifts. After twenty shifts, the

on-call employee will receive a performance review, which shall be used for evaluation purposes only.

#### **Section 2.**

During the initial probationary period, an employee may be terminated for any reason without recourse to the grievance and arbitration procedures of this Agreement.

#### **Section 3.**

An employee serving a probationary period following promotion who does not complete such probationary period shall be returned to a position in the previously held classification and step in the previously held salary range. Employees who have not completed probation in their previously held position must do so. Any employee who does not complete probation following promotion shall not have recourse under the grievance and arbitration procedures regarding the removal from probation.

At any time during the promotional probation period, an employee may voluntarily return to a position in the previously held classification and step in the previously held salary range. Employees who have not completed probation in their previously held position must do so. Such voluntary return shall not reflect discredit on the employee.

#### **Section 4.**

An employee's probationary period shall be extended by the number of hours an employee is absent from work during the probationary period. An employee's probationary period shall not otherwise be extended.

### **ARTICLE 27: INCLEMENT WEATHER, EMERGENCY SHUT DOWN**

If the Facility Director or designee determines that inclement weather conditions exist or an Emergency Shut down is necessary, and such determination results in the decision to open later than regularly scheduled hours or close, and staff are sent home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

### **ARTICLE 28: SAFETY AND HEALTH**

#### **Section 1.**

The Employer agrees to provide a safe and healthful workplace as required by law. The Employer also agrees to provide all uniforms and clothing; and such safety devices, tools and equipment in good operating condition as are required by the Employer for use by the employee. Each employee shall be required to wear such safety devices and clothing furnished by the Employer in compliance

with applicable laws. Employees have the responsibility to report malfunctioning equipment to the Employer.

**Section 2.**

The Employer and the Union will continue to operate the Joint Labor Management Committee in compliance with current Oregon law and administrative rules. The Employer shall continue the existing Convention Center Safety Committee in compliance with current law and regulations.

**Section 3.**

The Safety Committee shall inquire and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition or acts in the workplace shall promptly report the same to the supervisor. The supervisor shall promptly take appropriate action.

**Section 4.**

If an employee claims that an assigned duty is unsafe or might endanger their health and for that reason refuses to perform the assigned duty, the employee shall immediately inform the immediate supervisor either orally or in writing of the specific reason(s) for this condition. The immediate supervisor will determine whether the employee should continue to work at the assigned duty or be reassigned elsewhere.

**Section 5.**

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

**ARTICLE 29: OUTSIDE EMPLOYMENT**

- A. Full-time employees may engage in outside employment, provided that such outside employment does not:
  - 1.) Create a conflict of interest with the employee's MERC duties, or
  - 2.) Create an inability to perform employee's job duties at MERC.
  
- B. Full-time employees who engage in outside employment that is found to violate the above restrictions and who have failed to notify the Special Services Manager of such employment shall be disciplined up to and including termination.

## ARTICLE 30: BULLETIN BOARD

The Employer shall provide the Union a bulletin board in the Security Office at the Convention Center and in the Storage Room, New Theatre Building, stage door, at the Performing Arts Center for the posting of Union notices. The Union shall limit its posting of notices to such bulletin boards.

## ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM

MERC shall provide at no cost to the employee an employee assistance program for all full-time employees.

## ARTICLE 32: TRAINING

### Section 1.

For the full-time employee, the employer shall provide and pay for all required initial, annual and periodic training, which will include: CPR/First Aid/AED; Blood Pathogens; Pepper Mace, DPSST Certification/Recertification, access control; customer service; fire alarm, and building light control.

For relief on-call employees, the employer shall provide and/or pay for CPR/First Aid/AED, Blood Pathogen, Pepper Mace, access control, customer service, fire alarm and building light control training. For relief on-call employees, the employer shall provide DPSST certification/recertification classes, without paying certification/recertification fees, and without compensating the employees during training time. On-call employees will be responsible for maintaining DPSST certification and recertification including all cost associated with maintaining these certifications. A copy of all certifications must be received in the DSS office prior to the expiration date. Failure to comply with any DPSST rule and/or regulation will result in the employee being removed from the security schedule and/or working any security positions and may be cause for termination.

New hires will be provided with the following training: Report Writing; Fire Alarm; Radio; Self Defense Training; and Hand Cuff. Initial training of new hires must be completed within 6 months of the date of hire.

Failure of any employee (full or part-time) to attend training and/or obtain certification and/or DPSST re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained.

### Section 2.

For purposes of training all full-time Facility Security Agents on the diverse range of duties associated with each shift, each Facility Security Agent will serve one pay period per year on a designated "Training Rotation." Facility Security Agents who normally

serve on day or swing shift will serve their Training Rotation on the graveyard shift. Facility Security Agents who normally serve on graveyard shift will serve their Training Rotation on either day or swing shift. The Special Services Manager will provide 30 days notice to employees prior to the assigned Training Rotation. While working on the Training Rotation, Facility Security Agents will assume the days off associated with the shift being covered. Training Rotation assignments will begin after January 1, 2007.

~~The employer shall provide and pay for all required initial, annual and periodic training for full-time employees which will include; CPR/First Aid/AED training, Blood Pathogens, DPSST Certification, access control, fire alarm and building light control training. The employer will also pay for all required Firearm Training for full-time employees.~~

~~For Relief On-call employees the employer shall provide and/or pay for CPR/First Aid/AED training, Blood Pathogens, access control, fire alarm and building light control and refresher classroom DPSST excluding the cost of the certificate.~~

~~In addition new hires will be provided with: Report Writing Training, Fire Alarm Training, Radio Training, Self Defense Training and Hand Cuff Training.~~

## **ARTICLE 33: CLOTHING/UNIFORM ALLOWANCE**

The employer shall continue to provide all required uniforms and equipment. Additionally, for all full-time employees the employer shall pay:

- 1.) ~~\$27~~ \$35 monthly for uniform and coat cleaning.
- 2.) ~~\$70~~ \$85 per year shoe allowance.

The uniform cleaning fee shall be paid on the first paycheck of the month. The officers are responsible for purchasing appropriate shoes, and MERC will reimburse them after being presented with receipt of purchase.

## **ARTICLE 34: PERSONNEL FILE**

### **Section 1.**

MERC shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources 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.

### **Section 2.**

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 MERC file as described in subsection 1.



An employee upon request shall have the right to view all material in the employee's personnel file.

**Section 3.**

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. Any material of an adverse nature shall be removed if not entered in accordance with subsection 2. 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.

**Section 4.**

A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in subsection 3. Such written record will consist only of the date of the reprimand and a brief one or two sentence statement of the reason for the reprimand.

**ARTICLE 35: PARKING**

**Section 1.**

Full-time employees hired before January 1, 2003 may elect to have a pre-tax payroll deduction of \$20.00 per month for parking. This deduction will be made in two equal installments each month. Employees may elect to terminate participation in the parking program at any time.

**Section 2.**

Full-time employees hired after January 1, 2003 may elect to have a pre-tax payroll deduction of \$65.00 per month for parking. This deduction will be made in two equal installments each month. Employees may elect to terminate participation in the parking program at any time.

**Section 3.**

Full-time employees who elect to participate in the parking program will have in-and-out privileges at the Oregon Convention Center parking lot.

**Section 4.**

The General Manager may increase the above parking fees. Employees will bear the cost of any such increases.

**Section 5.**

Employees are entitled to enroll in Metro's TDM program, and will continue to be enrolled in the Lloyd District Passport Program, unless the program terminates or MERC opts out of the program.

**Section 6.**

On-call employees will be entitled to park in the Metro Oregon Convention Center parking lot for a fee of \$2.00 per shift.

**ARTICLE 36: 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 of the term of this Agreement.

**ARTICLE 37: TERM OF AGREEMENT**

This Agreement shall be in full force and effect from ~~June 12, 2003 until June 30, 2006,~~ July 1, 2006 until June 30, 2009, and it shall cease and expire on that date.

The Union will notify the Employer, not later than January 15, ~~2006~~ 2009, that it intends to reopen this Agreement for the purpose of negotiating all or part of this Agreement.

If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

**For the ILWU:**

**For MERC:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry Buskrud

\_\_\_\_\_  
Jeff Miller,  
MERC General Manager

\_\_\_\_\_  
Gerald Caldwell

\_\_\_\_\_  
Ruth Scott, Director  
Metro Human Resources

\_\_\_\_\_  
Robert Shum

\_\_\_\_\_  
Rachel Bertoni, Manager  
MERC Human Resources

\_\_\_\_\_  
Mark L. Williams, Director  
Events & Special Services

\_\_\_\_\_  
Nick Brown  
Special Services Manager

**METROPOLITAN EXPOSITION RECREATION COMMISSION  
International Longshore and Warehouse Union (ILWU Local 28)**

**EXHIBIT A: WAGES**

Salary Range	Job Code	Job Classification	Entrance Rate	After Six Months Rate	After 40 Shifts Rate
027	8260	*Facility Security Agent	<del>12.48</del> <u>13.39</u>	<del>13.87</del> <u>14.89</u>	
200	8132	*Relief Facility Security Agent, On-Call	<del>12.48</del> <u>13.39</u>		<del>13.87</del> <u>14.89</u>

Note: ~~The following employees who, as of June 11, 2003, were receiving pay in excess of the after six months rate would receive an increase of 35 cents per hour effective June 12, 2003.~~

~~Hayes, William W.  
Buskrud, Larry L.  
Walker III, George R.  
Warren, Carl J.~~

\*Non-exempt classification

Effective ~~6/12/03~~ 7/1/2006  
Revised: ~~7/9/03~~ July 1, 2006

**EXHIBIT B: Grievance Form**

**ILWU Local 28 – MERC Grievance**

Grievance # \_\_\_\_\_ Date: \_\_\_\_\_ Steward \_\_\_\_\_

Name of grievant(s) \_\_\_\_\_

Nature of grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Step 2 response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

Step 3 response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

Step 4 response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

Submitted for arbitration:

**METROPOLITAN EXPOSITION RECREATION COMMISSION  
EXHIBIT C: PERFORMANCE EVALUATION**

<b>1. NAME:</b>	<b>2. JOB TITLE:</b>	<b>3. DEPARTMENT &amp; FACILITY:</b>
<b>5 4. REASON FOR EVALUATION:</b> ANNUAL <input type="checkbox"/> MID PROBATION <input type="checkbox"/> FINAL PROBATION <input type="checkbox"/> SIX MONTH <input type="checkbox"/> SPECIAL <input type="checkbox"/>		<b>6 5. PERIOD OF REPORT:</b> FROM: _____ TO: _____

MEETS STANDARDS	REQUIRES IMPROVEMENT	NOT SATISFACTORY	DOES NOT APPLY	<b>7. PERFORMANCE FACTORS:</b>
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**Overall Duties**

				A. OBSERVANCE OF WORK HOURS ( <u>Employee swipes in/out using Kronos time clock</u> )
				B. ATTENDANCE ( <u>Complies with all applicable leave agreements in CBA</u> )
				C. COMPLIANCE WITH RULES ( <u>Department/Facility/MERC/METRO/Personel/CBA</u> )
				D. SAFETY PRACTICES
				E. GETTING ALONG WITH FELLOW EMPLOYEES
				F. MEETING AND HANDLING THE PUBLIC; <u>PROVIDING CUSTOMER SERVICE</u>
				G. KNOWLEDGE OF WORK
				H. WORK JUDGMENTS
				I. QUALITY OF WORK
				J. VOLUME OF ACCEPTABLE WORK
				K. ACCEPTS RESPONSIBILITY
				L. ACCEPTS DIRECTIONS
				M. APPEARANCE OF UNIFORM
				N. APPEARANCE OF WORK STATION
				O. <u>WORK COORDINATION-PROBLEM SOLVING</u>
				P. WORK SCHEDULING AND COORDINATING
				Q. LEADERSHIP
				R. JUDGMENTS AND DECISIONS
				S. INITIATIVE

**Daily Duties**

				1. Review event documents daily; document in daily log
				2. Follow through on written and verbal directives from DSS Manager and Events department; document in daily log
				3. Complete 4 facility patrols of inside and outside of building and 2 patrols of the parking area; document, including times, in daily log
				4. Complete daily Security business office duties including filling available shifts, paperwork, routinely monitoring security cameras and documenting in daily log

				5. Brief full- and part-time staff as shifts change; document in daily log
				6. Complete daily log report 100% of the time
				7. Maintains ability to perform tasks identified in the list, "20 Things Every Security Agent Needs to Know."

**8. SUMMARY EVALUATION: (check overall performance)**

- EXCEEDS STANDARDS                     
 MEETS STANDARDS                     
 REQUIRES IMPROVEMENT                     
 NOT SATISFACTORY

**9. COMMENTS OR EXAMPLES:**  
(Attach additional sheet if necessary)

This evaluation is based on my observations and knowledge. It represents my judgment of this employee's performance.

For final probationary evaluations only:

I  DO  DO NOT recommend this employee be granted regular status.

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

I  HAVE  HAVE NOT attached comments to this evaluation.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

(Employee's signature indicates review of this evaluation)

\_\_\_\_\_  
Reviewed by                      Department of Special Services Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed by                      Department of Events Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed by                      Facility Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed by                      General Manager

\_\_\_\_\_  
Date

## EXHIBIT D

### Policy and Procedures Physical Examination by a Physician Article 16, Section 8, ILWU, Local 28

#### Policy

It is the policy of the Oregon Convention Center to provide a safe and secure environment for all of our guests and employees. Security Agents make a substantial contribution to the overall success of the center by providing building patrol and security, grounds patrol and security, citizen and employee assistance, emergency response, traffic and crowd control, detention and arrest of persons who violate local, state and federal laws, and assistance in the evacuation of patrons and employees. It is critical that Security Agents be able to perform all of the essential duties of the position at all times. Security Agents are required to complete Physical Capacity Tests on an on-going basis.

#### Procedures

##### A. Routine Testing

- All "finalist" applicants for Facility Security Agent or Relief Facility Security Agent positions will be required to pass a physical capacity test prior to a final job offer.
- At initial implementation, all existing Facility Security Agents and Relief Facility Security Agents will be required to take a physical capacity test.
- All Facility Security Agents and Relief Facility Security Agents will be required to take a Physical Capacity Test every two years, on or around their anniversary date.

##### B. Special Circumstances Testing

When a supervisor questions an employee's ability to perform the duties and responsibilities of his/her position based on an employee's job performance, the supervisor may seek a Physical Capacity Test to determine the employee's capacity to perform his/her duties.

##### C. Initiating a Routine Physical Capacity Test

The supervisor will coordinate all routine Physical Capacity Tests with Providence Occupational Health.

##### D. Initiating a Special Circumstance Physical Capacity Test

Before initiating a Special Circumstance Physical Capacity Test, the supervisor will first confer with the MERC Human Resources Manager and set forth the basis for the request.

##### E. Cost

The cost of the Physical Capacity Test will be borne by the Employer. To the degree possible, Physical Capacity Tests for existing employees will be scheduled during



the employee's normal work hours. If it is not possible to schedule the test during an employee's normal work hours, the employer will pay the employee for reasonable time spent traveling to and from the test and the time spent taking the test, including any applicable overtime.

## Implementation

1. Beginning immediately, a Physical Capacity Test will be administered for all applicant "finalists" for any Security Agent position. An applicant must pass the Physical Capacity Test in order to be hired as a Facility Security Agent or Relief Facility Security Agent.
2. Physical Capacity Testing of currently employed full-time Facility Security Agents will begin October 1, 2006. Physical Capacity Testing for Relief Facility Security Agents will begin January 2007.
3. A Facility Security Agent who does not pass the Physical Capacity Test administered in October, 2006, will be provided another opportunity in January, 2007 to pass the required test before action is initiated to address fitness limitations. Relief Facility Security Agents will not be given another opportunity to take the Physical Capacity Test before action is initiated to address fitness limitations.
4. Results of the physical capacity test will be delivered only to the Human Resources Manager. The Human Resources Manager will meet with the employee to discuss the results of the test and determine the employee's eligibility with regard to the Americans with Disabilities Act (ADA).
5. Employees who do not pass the Physical Capacity Test and who are not eligible with regard to the Americans with Disabilities Act (ADA) are subject to Article 25, *Discipline and Discharge*, of the Collective Bargaining Agreement.
6. Employees who have a FMLA qualifying illness or injury on the date of their scheduled examination will have their tests rescheduled.

**EXHIBIT E**

**LETTER OF AGREEMENT**

**MERC AND ILWU, LOCAL 28**

With regard to the development of the Physical Capacity Test for the Facility Security Agents and Relief Facility Security Agents, the parties agree as follows:

1. ILWU, Local 28 can appoint one individual who will be included as a participant in the development of the training. This includes meeting and conferring with the Occupational Therapist who will be developing the test.

Ruth Scott  
For MERC

6-1-06  
Date

Larry J. Burkhead  
For ILWU, Local 28

6/1/06  
Date