

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 07-15

**For the Purpose of ratifying a collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME), Local 3580-1, tentative agreement.**

WHEREAS, the Commission's designated representatives for labor relations have negotiated in good faith with AFSCME; 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 has ratified the tentative agreement; and

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

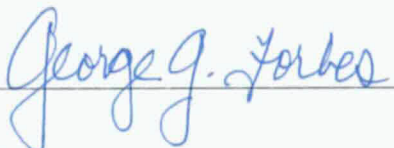
**BE IT THEREFORE RESOLVED AS FOLLOWS:**

1. The Commission hereby ratifies the tentative agreement attached to this Resolution as Exhibit A, conditional on ratification of the agreement by the Union; and
2. The Commission hereby authorizes and directs the General Manager to sign the collective bargaining agreement, 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 6-27, 2007.

Approved as to Form:  
Daniel B. Cooper, Metro Attorney

By: 

  
Chair

  
Secretary-Treasurer

## MERC STAFF REPORT

**Agenda Item/Issue:**

FOR THE PURPOSE OF RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3580-1, TENTATIVE AGREEMENT.

**Resolution no.**

07-15

**Date:**

June 27, 2007

**Presented by:**

Rachel Bertoni

**BACKGROUND:**

AFSCME 3580-1 represents full time set up, utility and maintenance workers at the Oregon Convention Center and the Portland Expo Center, and part time custodians at the Oregon Convention Center. Currently, there are approximately forty two (42) full time employees and approximately twelve (12) part time employees represented by AFSMCE. Their agreement will expire on June 30, 2007. Negotiations began in January 2007 for a successor agreement. The negotiations concluded in June 2007. The Union will hold its ratification vote on June 26, 2007.

**RESOLUTION 07-15:**

The major elements of the tentative agreement are as follows:

**Term of Agreement:** July 1, 2007 to June 30, 2010 (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 3.0% over current rates. Effective July 1, 2007 and again on July 1, 2008, wage rates will be increased in accordance with the Portland-Salem, OR-WA Consumer Price Index for all Urban Consumers (CPI-U) 1982-84 = 100) measured on the average annual year to year change, provided that the increase on July 1, 2005; July 1, 2006; shall not be less than two percent (2%) or more than four percent (4%).

**Insurance:** For full time employees, the contract continues to provide existing level of insurance benefits. As of July 1, 2007 MERC shall contribute \$763.48 per month for medical, dental and vision coverage; July 1, 2008 employer contribution of \$801.65; July 1, 2009 employer contribution of \$841.73.

**Shift Differential:** Shift differentials are scheduled to increase by 10 cents per hour in each year of the contract.

Language Changes: Significant language changes are listed below.

- Language designed to reduce the misuse of sick leave has been agreed upon with the Union.
- Management and the Union have agreed to explore the creation of a results-based gainsharing program for unit employees, designed to increase their engagement with the organization's operational needs and goals in their respective work groups.
- The Union and Management have agreed to make more effective use of the Joint Labor-Management Committee, recognizing the fuller scope of their relative responsibilities in that process.
- The responsibilities of the Union and Management regarding shift bidding and participation in the safety committee have been clarified.
- For new employees hired on the same day, respective seniority will be based on the applicant evaluation score.
- New articles designed to simplify administration of the collective bargaining agreement and the resolution of contract disputes have been included.
- 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 07-15.

**2007-2010**

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**METROPOLITAN EXPOSITION RECREATION  
COMMISSION**

**MERC**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES LOCAL 3580-1**

**A.F.S.C.M.E.**

# TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1: RECOGNITION .....	1
ARTICLE 2: DEFINITIONS .....	1
ARTICLE 3: MANAGEMENT RIGHTS .....	2
ARTICLE 4: UNION SECURITY .....	2
ARTICLE 5: NO STRIKE OR LOCKOUT.....	3
ARTICLE 6: UNION REPRESENTATIVES .....	3
ARTICLE 7: MAINTENANCE OF STANDARDS.....	4
ARTICLE 8: NON-DISCRIMINATION.....	4
ARTICLE 9: WORK SCHEDULES .....	5
ARTICLE 10: OVERTIME.....	6
ARTICLE 11: SHIFT DIFFERENTIAL PAY .....	7
ARTICLE 12: WORK OUT OF CLASSIFICATION.....	8
ARTICLE 13: SALARY ADMINISTRATION.....	8
ARTICLE 14: INSURANCES.....	9
ARTICLE 15: RETIREMENT.....	10
ARTICLE 16 VACATION LEAVE.....	11
ARTICLE 17: SICK LEAVE .....	12
ARTICLE 18 HOLIDAYS .....	14
ARTICLE 19: OTHER LEAVES.....	15
ARTICLE 20: LAYOFF .....	18
ARTICLE 21: SENIORITY .....	19
ARTICLE 22: FILLING VACANCIES.....	20
ARTICLE 23: NEW AND REVISED CLASSIFICATIONS .....	20
ARTICLE 24: GRIEVANCE PROCEDURE.....	21
ARTICLE 25: DISCIPLINE AND DISCHARGE .....	22
ARTICLE 26: PROBATIONARY PERIOD .....	23
ARTICLE 27: INCLEMENT WEATHER.....	24
ARTICLE 28: SAFETY AND HEALTH .....	24
ARTICLE 29: OUTSIDE EMPLOYMENT .....	25
ARTICLE 30: BULLETIN BOARDS .....	26
ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM .....	26
ARTICLE 32: PERSONNEL FILE.....	26
ARTICLE 33: SAVINGS CLAUSE.....	27
ARTICLE 34: RECOUPMENT OF WAGE/BENEFIT OVERPAYMENTS/UNDERPAYMENTS.....	27
ARTICLE 35: JOINT LABOR MANAGEMENT COMMITTEE.....	28
ARTICLE 36: PARKING .....	28

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**ARTICLE 37: PAST PRACTICES .....28**  
**ARTICLE 38: FULL AGREEMENT.....29**  
**ARTICLE 39: TERM OF AGREEMENT.....29**

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## **PREAMBLE**

This Agreement is entered into by Metropolitan Exposition-Recreation Commission (MERC), hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees Local 3580-1 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 or Union Activity.

Comment [REB1]: Approved by labor and management 2/12/07.

## **ARTICLE 1: RECOGNITION**

### **Section 1.**

The Employer recognizes the Union as the exclusive bargaining representative for all full-time or part-time utility personnel employed by MERC at the Oregon Convention Center, Operations Department, including Event Custodians as reflected in Exhibit A of this Agreement, excluding supervisors and confidential employees as defined by ORS 243.650(6) and (14), employees represented by other unions, office and clerical employees, guards and professional employees. The Employer also recognizes the Union as the exclusive representative for full-time Utility Maintenance Specialists employed by MERC at Expo, excluding all other employees at that facility.

### **Section 2.**

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

## **ARTICLE 2: DEFINITIONS**

**Temporary Employees:** Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves of absence, or short-term event driven work operations. Upon request from the Union, MERC agrees to provide a monthly listing of temporary employees and hours worked from hire date.

**Contracting Out:** In the event that a MERC decision to contract out work normally performed by bargaining unit members would result in the layoff of bargaining unit members, MERC shall

provide the Union with sixty (60) days notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

### **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 Oregon AFSCME Council 75 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 this 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, 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 1 above to return to work.

## **ARTICLE 6: UNION REPRESENTATIVES**

### **Section 1. Stewards**

- a) Within thirty (30) calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be update 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.

Comment [PAK2]: Approved by labor and management 01/08/07.

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- 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 Visits**

Union Representative from AFSCME Council 75 will be allowed to visit work areas of employees during work hours regarding matters affecting their employment. AFSCME Council 75 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.

**Section 3. Union Meetings**

Union representatives and employees shall be allowed to have prearranged Union meetings without the interruption of Management.

**ARTICLE 7: MAINTENANCE OF STANDARDS**

**Section 1.**

The Employer agrees that all conditions of employment established by its individual operations at Oregon Convention Center and Expo which constitute an economic benefit 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 age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, or Union activity.

Comment [PAK3]: Approved by labor and management 02/12/07.

**Section 2.**

If an employee complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability,

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marital status, or political affiliation is brought to the Union for processing, the Union will refer the employee to the MERC Human Resources Manager and notify the MERC Human Resources Manager of the complaint.

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### 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 Metro Human Resources Department. 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

### Section 1.

The normal work schedule for full-time utility employees shall be forty (40) hours in a workweek with five (5) consecutive days of work and two (2) consecutive days off. Hours of work for part-time Event Custodians shall be determined by event requirements as they arise. Full-time Utility Maintenance Specialists at Expo shall continue the current practice regarding work schedules.

### Section 2.

Except for part-time Event Custodians at the Convention Center and full-time Utility Maintenance Specialists at Expo, employees shall bid for work shifts established by the Employer under the following conditions:

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st.
- b) When shifts and days off are bid, the employee shall identify in writing to their immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 21 (Seniority), except as stated in subsection (a) above.
- c) A newly hired employee on initial probation shall be placed on shifts according to operational and training requirements. Following three (3) months of service the employee will be allowed to shift bid at the next shift bid opportunity.
- d) Shifts will be posted for bidding by November 1 or May 1, as appropriate. Shift bids will be completed by December 15 or June 15 as appropriate. An employee who does not sign up for a shift within a reasonable amount time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. The Chief Steward or designee, and the Operations Manager, or designee, will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Chief Steward, or designee, and the Operations Manager, or designee, do not agree, the Operations Manager, or designee, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift bidding cycle

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will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December 15 or June 15, the Operations Manager has authority to assign them to an available shift.

**Section 3.**

Work schedules shall be posted two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be changed to meet building or event needs with no less than twenty-four (24) hours prior notice.

**Section 4.**

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 (½) shift whenever feasible.

**Section 5.**

When employees voluntarily request a change in their work schedule and the Employer agrees, employees waive all premium pay and overtime that exceed eight (8) hours in a day, but do not waive overtime pay after forty (40) hours in a workweek.

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**Section 6.**

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

**Section 7.**

Work hours assigned to employees shall not constitute a guarantee of hours of work per day or per week.

**Section 8.**

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number, if the supervisor is unavailable, one (1) hour before their scheduled shift starts.

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**Section 9.**

Employees whose work shift is changed from one shift to another shift, unless relieved from work at least for eight (8) hours before starting their new shift shall be paid the overtime rate for the first such new shift worked.

**ARTICLE 10: OVERTIME**

**Section 1.**

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

**Section 2.**

Employees will be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

**Section 3.**

Employees will receive payment for overtime worked in accordance with regular payroll procedures.

**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 compensational on-the-job injury pay.

**Section 5.**

No overtime shall be worked without prior approval of the immediate supervisor or designee.

**Section 6.**

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 in reverse order of seniority.

Comment [PAK9]: Approved by labor and management 03/05/07

**Section 7.**

Any full time employee called to return to work before the employee's next work shift and such call is after the employee has left the MERC premises at the end of their last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1 ½) times their regular rate.

**Section 8.**

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

**ARTICLE 11: SHIFT DIFFERENTIAL PAY**

**Section 1:**

Comment [REB10]: Approved by labor and management 06/20/07

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. An employee shall be paid \$1.20 per hour beginning July 1, 2007; \$1.30 per hour July 1, 2008, and \$1.40 per hour July 1, 2009 for all hours worked on that shift.

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. An employee shall be paid \$1.30 per hour beginning July 1, 2007; \$1.40 per hour on July 1, 2005 and \$1.50 per hour July 1, 2006 for all hours worked on that shift.

If an 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.

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## Section 2.

Shift differential pay shall be paid only for hours worked.

## ARTICLE 12: WORK OUT OF CLASSIFICATION

An employee who is assigned for a limited period of time to perform the major distinguishing duties of a position in a higher classification for more than three (3) consecutive work days per occurrence shall be paid at the next step in their salary range or at the first step in the salary range designated for the higher classification if the employee is at the top of their salary range. When a work out of classification assignment is made that exceeds three (3) consecutive workdays, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

## ARTICLE 13: SALARY ADMINISTRATION

### Section 1.

Effective July 1, 2007, pay for bargaining unit employees shall be in accordance with Exhibit A of this Agreement. Effective July 1, 2008, the above rates shall be increased by three percent (3%). Effective July 1, 2009, the above rates shall be increased in accordance with the Portland-Salem, OR-WA Consumer Price Index for all Urban Consumers (CPI-U) 1982-84 = 100 measured on the average annual year to year change, provided that the increase shall not be less than two percent (2%) or more than four percent (4%).

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### Section 2.

Upon successful completion of initial probation, an employee shall move to the non-probationary pay rate for their classification.

**Section 3.**

To implement Exhibit A on the effective date of this Agreement, employees on initial probation on the effective date of this Agreement shall be paid the probationary pay step for their classification. Non-probationary employees shall be paid the pay rate stated in Exhibit A for their classification. Employees hired after the effective date of this Agreement shall be paid at the probationary pay rate for their classification.

**Section 4.**

Standard paydays will be on the 10<sup>th</sup> and the 25<sup>th</sup> of each month or the immediately preceding business day in the case where a payday falls on a holiday or weekend.

**Section 5.**

MERC Management and the Union will meet and pursue in good faith a productivity-based incentive or gainsharing plan for bargaining unit employees by July 1, 2008. This program will be designed to motivate employees to exceed minimum performance expectations and improve employee involvement, teamwork, and promote efficiencies and effectiveness in the overall service of the Operations Departments of the Oregon Convention Center and the Expo Center. The Joint-Labor Management Committee created in Article 35 will be the venue for these discussions. The Committee shall schedule additional meetings for the sole purpose of discussion of the productivity-based incentive or gainsharing plan. Labor representatives shall be paid for attending those meetings. Any plans resulting from these discussions will not affect the agreement reached in Section 1 of this Salary Administration article. This Section (Section 5) shall not be subject to the provisions of Article 24, including but not limited to any grievance, arbitration or mediation provisions.

Comment [REB12]: Approved by labor and management 06/20/07

**ARTICLE 14: INSURANCES**

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

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

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Effective July 1, 2009, MERC shall contribute an amount not to exceed \$841.73 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.

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**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.**

Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce employees' out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management committee in Section 1 of this article.

**Section 5.**

Health benefits will be funded 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.

**ARTICLE 15: RETIREMENT**

Employees shall continue to be eligible for participation in the Public Employee Retirement System PERS pursuant to the law. Full-time employees shall continue to have the Employer "pick-up" their required six-percent (6%) monthly contribution to the PERS.

**ARTICLE 16: VACATION LEAVE**

**Section 1.**



Except for Event Custodians, vacation leave with 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:

<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	6.7 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 pursuant 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 Director of Operations 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 Director of Operations by means of the Kronos timekeeping system. Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

When an employee submits a request for vacation prior to having accrued a bank of hours sufficient to cover the proposed vacation, the request will be submitted in writing to the Operations Manager on an "Employee Leave Request Form." The employee is responsible for managing his or her accruals. If, at the actual time of the planned vacation, the accrual is not sufficient to cover the entire planned leave, the employee will determine which of the planned vacation days will not be taken as vacation, and will be worked by the employee and notify the Operations Manager. If the employee

Comment [PAK14]: Approved by labor and management 01/08/07.

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refuses to select dates that will not be taken as vacation, the Operations Manager will make the decision and inform the employee.

Comment [PAK17]: Approved by labor and management 02/05/07.

## **ARTICLE 17: SICK LEAVE**

### **Section 1.**

a.) Except for part-time Event Custodians, sick leave shall accrue at the rate of 4.33 hours per payroll period, or 104 hours per year, accrued in an unlimited amount. Sick leave shall not accrue during any period of leave without pay, or while receiving sick leave or industrial injury leave.

b.) Non-probationary employees who have used three or less days of sick leave will be allowed to cash out one-half of the sick leave they have accrued in the prior six month period up to a limit of 26 hours. The cash out option can be used at the end of each December and June.

### **Section 2.**

An employee who meets any one of the following criteria may be deemed to be misusing sick leave.

- a) Exhaustion of sick leave as quickly as it is accrued; or
- b) Patterns of sick leave usage; or
- c) Use of thirty-two (32) hours or more of sick leave, in the preceding six (6) months; or
- d) Use of sick leave in conjunction with regular days off, vacation, personal holidays, or holidays on two or more occasions within the preceeding one (1) year.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be deemed to be misusing sick leave. "Look back" for sections c and d of this article will not go further back than July 1, 2007.

### **Section 3.**

An employee may use their accrued sick leave when temporarily unable to perform their work duties by reason of personal illness or injury, disability, medical or dental care subject to the limitations stated in this section and other sections of this Article. An employee may use up to four (4) sick leave hours to visit a physician for medical or dental care per visit. In addition, where an employee's spouse, parent, domestic partner, child or other person for whom the employee is legal guardian becomes seriously ill, the employee will be permitted to use accrued sick leave hours. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days cited above.

### **Section 4.**

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An employee must notify the supervisor on duty, or message telephone number if the supervisor is unavailable, of the nature and expected length of such absence at least one (1) hour before the start of the employee's shift. If an employee leaves a message they must speak with a supervisor immediately upon their return, provided that the supervisor is immediately available.

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#### Section 5.

An employee shall be entitled to use a maximum of four (4) consecutive work days' sick leave without a signed doctor's certificate 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 work days' sick leave without a doctor's certificate.

#### Section 6.

Misuse of sick leave is subject to discipline pursuant to Article 25 of this agreement.

Comment [PAK21]: Approved by labor and management 01/08/07.

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#### Section 7.

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the Director of Operations, 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.

Comment [PAK22]: Approved by labor and management 01/08/07.

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#### Section 8.

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:

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 20 percent of 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.

#### Section 9.

Full-time employees who use twenty-four (24) hours or less of sick leave within one (1) 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.

**Section 10.**

For purposes of establishing sick leave incentive as discussed in this article, union leave time will be treated as paid leave.

**ARTICLE 18: HOLIDAYS**

**Comment [PAK23]:** Approved by labor and management 01/08/07.

**Section 1.**

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

- |                           |                             |
|---------------------------|-----------------------------|
| 1. New Years Day          | January 1                   |
| 2. Martin Luther King 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 (1 ½) time compensation for the time worked in addition to regular holiday pay.

In addition to the above holidays, 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 within 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 are not compensable.

Event Custodians shall receive one and one-half (1 ½) times compensation for actual time worked on a holiday.

**Section 2.**

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

**Section 3.**

No employee shall receive holiday pay if the employee is absent for more than two hours of their scheduled workday either immediately preceding or immediately following the holiday unless they have applied to their supervisor in writing for approval for the time off within that pay period and it has been approved by the Director of Operations.

**Section 4.**

**Comment [PAK24]:** Approved by labor and management 02/22/07.

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**Deleted:** or adjacent, single, or consecutive days off

**Deleted:** permission to be so absent and such written request has been applied for and

**Comment [PAK25]:** Approved by labor and management 01/08/07.

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**Deleted:** within that pay period.

Whenever one of the holidays listed in Section 1 of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs pursuant to Section 6 of this article or as mutually agreed.

**Section 5**

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

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**Section 6**

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.

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**Section 7**

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 72 hours prior to the holiday. 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 least senior non-probationary employee will be required to work.

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## **ARTICLE 19: OTHER LEAVES**

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

The Employer provides parental leave of up to twelve (12) weeks for eligible 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 continued on 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 Director of Operations 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.

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## 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 Director of Operations 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) calendar 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.

Comment [PAK30]: Approved by labor and management 01/08/07.

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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 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 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.

### Section 3. Union Business Leave

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

Comment [PAK31]: Approved by labor and management 01/08/07.

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### Section 4. Jury Duty

Upon the presentation of written documentation, 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 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 earnings 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 periods 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 or domestic partner, parents, children, sister, brother, grandparents, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or relatives of domestic partners that are equivalent to those in-laws 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 leave hours. Employees will provide written notification to the Operations Manager of their request for bereavement leave within a week of their return to work.

- b) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Director of Operations.
- c) A full-time employee may attend a funeral ceremony for a fellow employee in the Operations Department or Expo, whichever is applicable, with four (4) hours leave with pay to attend such funeral ceremony, subject to the Employer's operating needs.

**Comment [PAK32]:** Approved by labor and management 04/20/07.

**Deleted:** Eligibility for bereavement leave is extended to domestic partners.¶

**Comment [PAK33]:** Approved by labor and management 01/08/07.

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## **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 full-time employees on initial probation within the bargaining unit classification selected for layoff shall be laid off before any layoffs of full-time non-probationary employees within the bargaining unit classification within the department. For purposes of this Article only, "department" shall be defined as:

- a) Oregon Convention Center Operations Department
- b) Expo

The term "department" means the department where a full-time employee is employed and fills a budgeted position in that department.

### **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 within their department.
- 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 date the employee is notified in writing:
  - (1) The employee may demote to the lowest seniority position in their current bargaining unit classification or into a lower bargaining unit classification within the department in which they are currently employed 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) Elect to be laid off. An employee 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.**

The following subsection shall only apply to full-time bargaining unit employees at the Convention Center.

- a) Seniority shall be computed starting from an employee's initial date of hire or promotion into a bargaining unit classification at the Convention Center Operations Department. Seniority shall be defined as continuous service in a bargaining unit classification at the Convention Center Operations Department. Continuous service shall be defined as uninterrupted employment with the Convention Center Operations Department. If two (2) or more employees have equal seniority time, the tie shall be broken by the employee having the longest continuous service with MERC.
- b) Except for compensable on-the-job-injuries or illness and military leaves, all leaves without pay that exceed ninety (90) calendar days shall be deducted from the computation of continuous service.

**Section 3.**

This subsection shall only apply to full-time Utility Maintenance Specialists at Expo. The definitions and applications of seniority shall apply as stated in Section 2 of this Article, except that continuous service shall be defined as uninterrupted employment at Expo and shall include employment with Multnomah County accomplished in accordance with the law.

**Section 4.**

An employee who is recalled from a layoff list from the Oregon Convention Center Operations Department or Expo, whichever is applicable, shall keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

**Section 5.**

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 6.**

MERC will leave posted on designated bulletin boards at the Oregon Convention Center and Expo a seniority list of employees no later than July 20 and January 20 of each year. The Union will be sent a copy of the list. This subsection becomes effective on the signing of this Agreement.

**ARTICLE 22: FILLING VACANCIES**

All job opportunities that involve bargaining unit positions shall be posted for seven (7) calendar days in the Operations Department in order to give all employees an opportunity to apply for available vacant positions. Non-probationary 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 applies at the Oregon Convention Center or Expo, and that includes utility or maintenance 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.**

Employees, either alone or with a Union representative, and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved a grievance may be filed.

The following shall constitute the grievance procedure steps:

**Step 1** – Operations Manager (Housekeeping and Set-Up, or Technical Services, as appropriate). An employee alone or accompanied by the Union shall file a written grievance with the appropriate manager within fifteen calendar days of the alleged violation or when the employee had first knowledge of such violation. The manager shall respond in writing to the grievance within fifteen (15) calendar days following receipt of the grievance.

Comment [PAK34]: Approved by labor and management 02/05/07.
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**Step 2 – Director of Operations.** If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Operations or designee at the Oregon Convention Center, or the Operations Manager at Expo, whichever is applicable, within ten (10) calendar days following receipt of the grievance.

**Step 3 – Facility Executive Director.** If the grievance has not been answered or resolved at Step 2, it may be presented to the Facility Executive Director or their designee, within ten (10) working days from the date the Step 2 response is due or received. The Facility Executive Director shall respond in writing within ten (10) calendar days following receipt of the grievance.

Comment [PAK35]: Approved by labor and management 02/05/07.
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Deleted: at the Convention Center, or Facility Manager at Expo, whichever is applicable,
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**Step 4 – Arbitration.** A grievance that is not answered or resolved at Step 3 can be appealed to arbitration in writing by the Union. The Union shall notify MERC's Human Resources Director, or designee, within ten (10) calendar days from the date that the Step 3 response was due, or received. All exhibits, lists of witnesses, and other related documents shall be 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, 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 MERC Human Resources Director, or designee, 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 any new wage rates or pay ranges or establish new or revised existing class specifications. The losing party shall pay the cost of the arbitrator. 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 Board 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. Failure to use the official grievance form has no effect on the grievance; however, 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 actions 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 24 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, suspended without pay, demoted or terminated may appeal such disciplinary action directly to Step 4 of the grievance procedure within ten (10) calendar days from the effective date of the action. Any further written appeal beyond Step 3 (Facility Director or Facility Manager) shall follow the requirements and time frames outlined in Article 24 (Grievance/Arbitration Procedure).

**Section 5.**

The Union shall be sent a copy of an employee's disciplinary action that includes suspension, demotion, and reduction in pay or termination.

**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 employee upon initial appointment or promotion shall serve a probationary period of six (6) full calendar months. In the event that two or more employees are hired on the same date, their respective seniority rankings shall be determined by the applicant evaluation score. The employees' initial seniority ranking shall be maintained throughout the probationary period and will remain the employee's seniority ranking for purposes of Article 21.

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**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 and 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. If an employee has not

Comment [PAK37]: Approved by labor and management 01/08/07.

completed probation in their previously held position, they 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. If an employee has not completed probation in their previously held position, they 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 days an employee is on leave provided such leave exceeds ten (10) consecutive workdays. An employee's probationary period shall not otherwise be extended, except by mutual agreement. Any such agreement to extend an employee's probationary period shall not exceed three (3) full calendar months.

**ARTICLE 27: INCLEMENT WEATHER**

Upon determination by the Facility Director or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close, and send staff 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, safety devices and clothing, tools and equipment 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.

**Section 2.**

The Employer and the Union will continue to operate the Joint Labor Management Safety 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. One representative each from the swing and graveyard shifts shall meet on a monthly basis with the Chair of the Safety Committee, or designee, to review safety issues and concerns and to make recommendations to the Safety Committee. Union representatives will be paid for attending Safety Committee meetings. After each shift bid process, the Union will provide written notice to the Director of Operations of the representative from each shift.

Comment [PAK38]: Approved by labor and management 02/05/07

**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 their supervisor. The supervisor shall promptly take appropriate action.

**Section 4.**

In accordance with OSHA regulations, employees will be provided with a health and safety orientation prior to beginning any new position and when new products, tools or equipment are introduced into the workplace.

**Section 5.**

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 their 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 6.**

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

**ARTICLE 29: OUTSIDE EMPLOYMENT**

- A. 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. Employees who engage in outside employment that is found to violate the above restrictions and who have failed to notify the Director of Operations of such employment shall be disciplined up to and including termination.

Comment [PAK39]: Approved by labor and management 01/08/07.
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**ARTICLE 30: BULLETIN BOARDS**

The Employer shall provide the Union one-half (1/2) of the space on the bulletin board at the Operations Department Time Clock, one-half (1/2) of the space on the non-glassed bulletin board in the Operations Department Lunch Room and the bulletin board in the Expo Lunch Room for the posting of Union notices. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

**ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall provide an employee assistance program at no cost to the employee subject to approval of funding by MERC.

**ARTICLE 32: 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. An employee may attach a written explanation to be included with the document in the personnel file.

**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. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the two-year period specified above. 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 to two sentence statement of the reason for the reprimand.

Comment [PAK40]: Approved by labor and management 01/08/07.  
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**ARTICLE 33: 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.

Comment [PAK41]: Approved by labor and management 01/08/07.



**ARTICLE 34: RECOUPMENT OF WAGE AND BENEFIT  
OVERPAYMENT/UNDERPAYMENTS**

Comment [PAK42]: Approved by  
labor and management 01/08/07.

**Section 1. Overpayments**

- a. In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
1. The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
  2. Where this process is utilized, the employee and Employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
  3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Employer shall implement the repayment schedule stated in sub (4) below.
  4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves the Employer's service before the Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b. An employee who disagrees with the Employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- c. This Article does not waive the Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

**Section 2. Underpayments**

- a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Employer shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Employer shall correct any such underpayment made within a maximum period of two years before the notification.
- b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as lead work work out of classification pay, or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

## **ARTICLE 35: JOINT LABOR-MANAGEMENT COMMITTEE**

The parties agree to establish a Joint Labor-Management Committee to provide input and recommendations to management. The Committee shall be comprised of four (4) Union members to be selected by the Union and four (4) management members to be selected by management. The Committee shall begin meeting in November, 2004, and monthly thereafter, to discuss problems between labor and management as they arise and as a means of increasing effectiveness, procedures, innovations and communication in Operations Department work. Union representatives will be paid for attending committee meetings.

## **ARTICLE 36: PARKING**

Full-time OCC employees with a hire date of January 1, 2003 or later will pay \$65.00 per month for parking in the OCC underground parking garage. Full-time OCC employees with a hire date of December 31, 2002 or earlier will pay \$20.00 per month for parking in the OCC underground parking garage.

Comment [REB43]: Approved by labor and management 06/20/07

## **ARTICLE 37: PAST PRACTICES**

Section 1. The parties recognize MERC's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 2. MERC may change or issue work practices or rules covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 3. Demand to Bargain. If the MERC Human Resources Manager believes that the subject change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the MERC Human Resources Manager believes that the subject change is a permissive or prohibited subject of bargaining, the MERC Human Resources Manager shall inform the Union that MERC refuses to bargain the subject change within fifteen (15) calendar days of the Director of Human Resources' receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The arbitrator shall have authority to set aside changes that are arbitrary and capricious. The notice must be received by the MERC Human Resources Manager within fifteen (15) days immediately following the last date the parties met to negotiate the change. Nothing herein is intended to prevent the parties from agreeing, on a case-by-case basis, to resolve matters covered by this Article through a collaborative interest-based process.

Comment [REB44]: Approved by labor and management 06/20/07

**ARTICLE 38: FULL AGREEMENT**

Comment [REB45]: Approved by labor and management 06/20/07

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any other matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. MERC Personnel Policies will apply to all employees of MERC except if there is a conflict between MERC Personnel Policies and the contract, the terms of the contract will control.

**ARTICLE 39: TERM OF AGREEMENT**

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This Agreement shall be in full force and effect from July 1, 2007 until June 30, 2010, and it shall cease and expire on that date.

Deleted: October 13, 2004

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The Union will notify the Employer, not later than January 15, 2010, that it intends to reopen this Agreement for the purpose of negotiating all or part of this Agreement.

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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.

METROPOLITAN EXPOSITION RECREATION COMMISSION	AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3580-1
David Woolson	Issa Simpson
Rachel Bertoni	Dianne Friese
Jeff Blosser	Ayli Vanzandt
Karen Totaro	Nelson "Trey" Brown

METROPOLITAN EXPOSITION RECREATION COMMISSION	AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3580-1
Mike Brown	
Dennis Miller	
Matt Uchtman	
Nathan Sykes	