

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 09-13

For the purpose of approving a collective bargaining agreement with the International Union of Operating Engineers (IUOE), Local 701, tentative agreement.

WHEREAS, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have negotiated in good faith with IUOE; and

WHEREAS, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year collective bargaining agreement (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 duly ratified the tentative Agreement on July 2, 2009; 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.
2. The Commission hereby authorizes and directs the Interim General Manager, or her delegate, to execute 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 August 5, 2009.



Chair



Secretary-Treasurer

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

By: 

Nathan A. Schwartz Sykes, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: FOR THE PURPOSE OF APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 701, TENTATIVE AGREEMENT.

Resolution No. 09-13

Presented by: Joni Johnson, MERC Human Resources Manager

Date: August 5, 2009

BACKGROUND:

IUOE 701 represents full and part time electricians and operating engineers at the Oregon Convention Center, Portland Center for the Performing Arts, and the Portland Metropolitan Exposition Center. Currently, there are 14 full time employees and 16 part time employees represented by IUOE. The previous Agreement expired on June 30, 2009. Negotiations for the successor Agreement were conducted in three bargaining sessions: May 15, June 10 and June 25. The union ratified the Agreement on July 2, 2009.

RESOLUTION:

The major elements of the tentative Agreement are as follows:

Term of Agreement: July 1, 2009- June 30, 2012.

Wages: Please refer to the wages listed as Attachment A to the contract for specific wage rates. Wages will be increased 1% in year one of the successor Agreement effective July 1, 2009. Effective July 1, 2010, wages will be increased 2% and effective July 1, 2011, wages will be increased 3%. The percentage increase represents a change from past Agreements that used an index to determine annual raises. Management proposed this change in order to provide better predictability for budget planning and forecasting in the current economic client. The tiered increases were a response to IUOE's counterproposal to provide employees with an increase in year one of the Agreement.

Insurance: For full time employees, the contract continues to provide existing levels of insurance benefits. Effective July 1, 2009 MERC will contribute up to \$923.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier. Effective July 1, 2010, the contribution will be \$1,016 per employee per month. Effective July 1, 2011, MERC will contribute an amount not to exceed the amount provided for in the Metro-AFSCME 3580 Collective Bargaining Agreement.

Shift Differential: Shift differential will remain the same in the first year of the Successor Agreement (\$1.55) and increase by \$0.05 per hour each year over each of the succeeding years of the contract.

Language Changes: Significant language changes between the previous and proposed Agreement appear below.

- Article 3 "Management Rights" language has changed so that it is consistent with other MERC collective bargaining agreements. Previous language regarding management's rights was broad and vague.
- Article 13 "Clothing Allowance" now reflects a reimbursement amount for purchase of work shoes rather than the previous contract that added an additional 5 cents for every hour worked. The management contribution amount remains the same but the additional taxes and PERS costs are eliminated as this amount will no longer be considered wages.
- Article 17 "Family Leave" is now consistent with FMLA/OFLA regulations and allows the contract to remain congruent with changes in federal/state legislation.
- Article 23 "Personnel File" allows disciplinary material more serious than verbal or written warnings to remain in the employee's personnel file permanently. Previous language allowed its removal after two years if the employee received no other disciplinary action.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts. The FY 09-10 budget for IUOE wages covered under this Agreement will increase from \$1,185,073 in FY 08-09 to \$1,196,924.

LONG RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement will be addressed in future budget years and are viewed as reasonable.

RECOMMENDATION:

Staff recommends approval of Resolution 09-13.

AGREEMENT

between

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 701, AFL-CIO

Effective Upon Ratification - June 30, 2009

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PREAMBLE

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION RECREATION COMMISSION, hereafter referred to as the "Employer," METRO, and INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 701, AFL-CIO, hereafter referred as the "Union", for the purpose of governing the wages and related fringe benefits of employees covered by this Agreement for the term specified herein.

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

For purpose of ratification of this Agreement, changes in this Agreement, or strike votes, full-time and part-time employees are considered separate bargaining units.

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

ARTICLE 1: BARGAINING UNIT

Employees covered by this Agreement shall be full-time and part-time maintenance and operating engineers and electricians performing work incidental to heating, air conditioning, ice-making, plumbing and electrical, and general maintenance of such equipment, all as may be directed by the Employer at any of its facilities including, but not limited to, Portland Metropolitan Exposition Center, the Oregon Convention Center, and the Portland Center for the Performing Arts which includes the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall. The job classifications covered by this Agreement shall be Operating Engineer, Lead Operating Engineer, Electrician, Lead Electrician, Apprentice Engineer and Apprentice Electrician, or such equivalent job classifications as may be applicable. Nothing in this Article or in this Agreement shall restrict or limit the Employer's right to contract or subcontract with respect to the maintenance or repair of equipment as it may deem necessary.

ARTICLE 2: DEFINITION

Probationary initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. Promotional probationary employees shall return to their former classification and rate of pay if they fail to complete their probation, without recourse to the grievance procedure.

Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

Part--time A position in which the daily, weekly, or monthly hours are less than the hours established for full-time positions. No part-time employee will be allowed to work greater than 1,040 hours per fiscal year or 24 hours per work week.

Part-time employees only will be scheduled in accordance with the event driven needs of the facility. Part-time employees will be scheduled by venue, skills, qualifications and seniority specific to the assignment.

Lack of availability for three (3) consecutive months, without mutual consent, will result in the part-time employee being moved to the bottom of the call list for three (3) months.

Full-time A position which is designated as full-time in the adopted Commission budget and which typically consists of forty (40) hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day.

ARTICLE 3: MANAGEMENT RIGHTS

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

A.

ARTICLE 4: UNION MEMBERSHIP AND REPRESENTATION

- A. Membership or non-membership in the Union shall be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.
- B. The Employer agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair share for non-union employees shall be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law. The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.
- C. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.
- D. Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union or the amount of fairshare determined by application of Article 4, Section B of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.
- E. The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's implementation of this Article. In the event any

decision rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

- 1) Within 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 updated as necessary.
 - 2) Upon prior notice to his/her 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.
 - 3) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
 - 4) A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.
 - 5) Internal union business shall be conducted by Stewards and employees during their non-duty time.
 - 6) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
 - 7) All matters relating to contract negotiations will be performed on the employee's own time.
- F. The Employer agrees that accredited representatives of the Union, upon reasonable and proper advance notice, shall have reasonable access to work premises during working hours for the purpose of assisting in the administration of this Agreement; provided, that they do not interfere or cause workers to neglect their work, and/or interfere with activities or events in progress, or administrative or security functions, parking functions and/or any other building activity that would otherwise be interrupted by their activities and such activities shall be restricted from the Employer's facilities when Union representatives are on duty as an employee of MERC.

G. Hiring

- 1) All full-time open positions shall be posted on the job opportunities posting board and sent to the union for general and target area recruitment.
- 2) The hiring process shall include the lead person from the facility in that classification.

ARTICLE 5: NO STRIKE OR LOCKOUT

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

ARTICLE 6: WAGES

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

- A. Wages will be increased 1% in year one of the successor Agreement. Effective July 1, 2010 wages will be increased 2% and effective July 1, 2011 wages will be increased 3%.

- B. Wages for the Lead Engineer and Lead Electrician will be at least 7% higher than the day shift Journeyman wage within that classification beginning July 1, 2009 and as of July 1, 2010, 10% through the term of the contract.

ARTICLE 7: OVERTIME

All employees shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours in any workday, or forty (40) hours in any workweek. Overtime compensation shall be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked.

ARTICLE 8: HEALTH AND WELFARE BENEFITS

- A. During the term of this Agreement the Employer will pay the following amounts for medical, dental, and vision plans provided by an HMO and/or indemnity carrier:
 - (a) Effective upon ratification of the successor Agreement, the Employer shall contribute up to Nine hundred and twenty-three dollars (\$923.00) employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
 - (b) Effective July 1, 2010, the employer shall contribute up to One thousand sixteen dollars (\$1,016) per employee per month for the medical, dental and vision plans provided by an HMO and or indemnity carrier.
 - (c) Effective July 1, 2011, the employer shall contribute an amount not to exceed the amount provided for in the Metro-AFSCME 3580 Collective Bargaining Agreement in effect during this time period per employee per month for the medical, dental and vision plans provided by an HMO and or indemnity carrier.

- B. Life insurance, dependent life, accidental death and dismemberment, and long term disability coverage shall be provided to all employees who enroll in the Metro plan. Such coverage will be provided 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 pursuant to Section C of this Agreement.

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 costs; as such information becomes available to Metro. The committee shall meet regularly to consider adjustments to benefits or coverage in accordance with the specified Employer contributions for each year of the Agreement. Each employee shall contribute a portion of the premium to make up the difference between Metro's contribution as defined in this Agreement and the cost of health insurance as dictated by the provider's rates.

An authorized meeting of the JLMC/Health and Welfare shall be comprised as provided in the committee's by-laws. The committee shall make plan design recommendations to the Metro Human Resources Director and the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in Section A of this Agreement.

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 remedies available under law including mediation and factfinding.

Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce employee's 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 Benefits Committee.

Health benefits will be funded to the limits listed. Should Metro choose to fund the AFSCME 3580 group at a higher level, then such new level will be applied equally to this contract.

ARTICLE 9: EFFICIENCY OF OPERATIONS

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

ARTICLE 10: SENIORITY

- A. Seniority shall be computed from date of hire into a represented classification within the assigned facility.
- B. Seniority shall be applied for layoffs and elsewhere as specified in this Agreement. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff shall be calculated as the total time from the original appointment.
- C. Seniority shall be continuous service in the bargaining unit. Time spent on approved leave or as a result of an on-the-job injury or illness shall not be considered a break in service. Time spent on leave without pay as specified in Article 17, Section F shall be considered a break in service. Seniority shall not accrue during a break in service but will continue to accrue upon return from a break in service.
- D. Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The MERC General Manager shall determine the number and classifications to be laid off. All temporary, seasonal, part-time and probationary employees within the classification within the assigned facility selected for layoff shall be laid off prior to any layoff of permanent employees within the classification

within the assigned facility. For purposes of this Article, "facility" is defined as follows:

- 1) Oregon Convention Center
- 2) Portland Center for the Performing Arts
- 3) Portland Exposition Center

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

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

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

F. Seniority for Part-time employees is established by date of hire by venue.

ARTICLE 11: SHIFT HOURS

- A. Notice of change in shift starting times or days off will be given seven (7) calendar days before the change becomes effective. This notification requirement will not apply to those situations involving unforeseen rescheduling of events, or a voluntary request for rescheduling made by an employee. An employee shall not be scheduled with split days off.
- B. It is understood that for employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. Employees will be required to be on-site during their lunch period and be on-call to duty during their lunch period. These employees will be provided a thirty (30) minute lunch period on the Employer's time.
- C. An employee who starts shift between 2:00 PM and 04:00 AM shall receive shift differential pay of one dollar and fifty-five cents (\$1.55) per hour for all hours actually worked beginning upon ratification of the successor Agreement. Effective July 1, 2010, the shift differential shall increase to one dollar and sixty cents (\$1.60) per hour for all hours actually worked, and on July 1, 2011 it will increase to one dollar and sixty-five per hour (\$1.65). . Shift differential pay shall not apply when the employee is on a leave with pay.
- D. Part-time employees are not eligible for shift differential.

ARTICLE 12: REPORTING TIME

- A. Telephone calls received at home shall be compensated at a minimum of one (1) hour at the regular rate of pay, unless called to report to work. An employee who responds to an emergency call by actually reporting for duty on the Employer's premises will receive a minimum of four (4) hours pay or compensatory time at the overtime rate.
- B. An employee who is mandated by management to carry a pager and/or cell phone on their off duty time shall receive on-call pay equivalent to one (1) hour of straight time pay per day the pager and/or cell phone is mandated to be carried.

ARTICLE 13: CLOTHING ALLOWANCE

- A. Employees covered by this Agreement will receive three sets of uniforms per fiscal year including shirts and pants. The Employer will also provide one Carhart or equivalent quality jacket per contract. Subject to the Employer's approval, replacement items will be provided as needed. The Employer will provide all safety and rain gear as needed.

- B. Employees covered by this Agreement will be reimbursed up to one hundred and four dollars (\$104) per fiscal year upon receipt of purchase for quality work shoes or orthotics. Employees are expected to wear these shoes or orthotics on the job except where the law requires the wearing of steel-toed shoes.

- B.C. Management will furnish two shirts per contract to part-time employees.

ARTICLE 14: VACATION

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

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 through 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

- B. Vacation Accrual. Employees will not be allowed to accrue more than two hundred fifty (250) hours of vacation leave. Vacation leave beyond two hundred fifty (250) hours will be lost, unless reasons for an exception receive approval by the Department Head and General Manager. Accumulations must be within stated limits as of June 30 each fiscal year. Excess vacation accruals will be lost if not used by June 30, unless reasons

for an exception receive approval by the department head, facility director, and General Manager.

- C. Scheduling of Vacations. Vacation requests shall be submitted through the supervisor and approved by the Department Head on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. Vacation requested shall be processed within two (2) weeks and if a vacation request is denied the employee shall be informed in writing. .
- D. Management will post changes in vacation procedures, policies, black-out dates or guidelines in a timely manner.
- E. Vacation Pay upon Termination. A full-time employee who has successfully completed his/her initial probationary period, has been appointed to regular status and is separated from the Commission, shall be entitled to payment for accrued vacation leave, including personal days accrued as vacation. In no case shall payment be for more than the maximum accumulation.

ARTICLE 15: HOLIDAY

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

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

- B. Employees who work on a holiday shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

- C. The personal days must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive three (3) personal days in that fiscal year. Employees hired after November 1 and before December 24 will receive two (2) personal leave days in that fiscal year. Should no vacation hours be taken within the fiscal year, the three (3) personal days will be lost. Subject to the needs of the employer, personal days may be granted with less than twenty-four (24) hours notice. In the case of an emergency, same day approval may be granted with Supervisor's approval. An employee can use personal holiday hours in no less than four (4) hour blocks of time.
- D. Holidays which occur during vacation or sick leave shall not be charged against such leave.
- E. The holidays listed above in Section A (1-9) shall start at 12:01 a.m. and end 12:00 midnight on the actual day of the holiday.
- F. If the Employer requires that an employee work a full shift on a holiday, such work assignment shall be rotated amongst employees in the same classification qualified to perform the work required. This section shall not apply to overtime assignments or emergencies that arise during a holiday.

ARTICLE 16: SICK LEAVE

- A. Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) days of employment with the Employer.
- B. Employees are eligible to use sick leave for the following reasons:
 - | ~~(2)~~(1) Personal illness or physical disability.
 - | ~~(3)~~(2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
 - | ~~(4)~~(3) Medical appointments and office visits.

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

ARTICLE 17: OTHER LEAVES

- A. **Bereavement Leave.** An employee absent from duty by reason of the death of his or her spouse, legal domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed three (3) days time off duty which shall not affect accrual of vacation or sick leave. Any additional time off will be charged against accumulated sick leave.

B. Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

C. Employees shall be granted a paid leave of absence for any time required by law for military service not to exceed fifteen (15) days in a calendar year, jury service, or as a result of service upon employee of a lawful subpoena or required court appearance in a work-related matter. Any jury or witness fees or mileage will be endorsed over to the Employer.

D. Family Leave.

Section 1. Employer shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act ("FMLA") and The Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by law and in MERC's Personnel Policies.

Section 2. Any subsequent changes in the OFLA, FMLA or applicable OFLA, FMLA provisions of the MERC's Personnel Policies will be incorporated into this Agreement.

Section 3.

During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees may use accrued or accumulated paid leave time, including sick, vacation, personal holiday leave or unpaid leave. The employee may choose the order in which to use their paid leave accruals during approved family leave time.

E. Leave without Pay. All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer. Such leave may be extended once by the facility director for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department manager and shall contain reasonable

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

ARTICLE 18: RETIREMENT

Employees working 600 or more hours per calendar year shall participate in the Public Employees Retirement System (PERS) as provided under the Oregon Revised Statutes. The Employer shall be responsible for all contributions to PERS.

ARTICLE 19: MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement shall be maintained at not 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 Metro or the Employer. Any disagreement regarding errors shall be resolved through the grievance process.

ARTICLE 20: DISCIPLINE

A. No employee may be disciplined or discharged without just cause.

- B. No employee shall be denied representation in any investigation that may result in disciplinary action.
- C. If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.
- D. Disciplinary actions shall include only the following: Oral or written reprimand, suspension, reduction in pay, transfer, demotion and/or dismissal from employment. Any of these disciplinary actions may be utilized. It may not be necessary in every circumstance that the discipline be taken progressively.

ARTICLE 21: GRIEVANCE PROCEDURE

- A. A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Grievances may be initiated and pursued in the following manner:

Step 1 An employee may present a grievance, in writing to the employee's immediate manager and the MERC Human Resources Manager for adjustment within seven (7) calendar days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the written grievance.

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

statement of the facts, and a statement of the relief requested. The Employer shall respond to the written grievance, in writing, within fourteen (14) days of its receipt.

Step 3 If the grievance is not settled, the affected employee or union representative may within (10) calendar days of the Employer's Step 2 response, or the date the response was due, refer the grievance to the General Manager or designee. The General Manager shall respond within ten (10) calendar days of receipt of the grievance.

Step 4 If the grievance is still unsettled, the Union may, within ten (10) calendar days of the Employer's Step 2 response, or the date such response was due; refer the grievance to a Board of Adjustment, which shall convene to hear the matter.

The Board of Adjustment shall consist of two (2) members designated by the Union involved, and two (2) members designated by the Employer. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from the department or local Union involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the department involved, or the General Manager.

The Board of Adjustment shall decide the issue by majority vote of its members within three (3) working days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

Step 5 If the grievance is still unsettled by reason of a Board of Adjustment deadlock, the Union may within ten (10) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step 3, shall notify the Employer and Metro's Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Metro, Employer and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Either party shall have the right to reject one list in its entirety. Both Metro and the Union shall have the right to strike

three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party which incurs them. The designated arbitrator shall conduct a hearing, and then issue a decision which shall be final and binding on the Employer, the Union, and all involved employees. The arbitrator shall not have jurisdiction or authority to: add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Step 4 within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis. The Employer, Metro, and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

- B. The Employer or its designee(s) shall meet at mutually convenient times with the Union.
- C. Time Limits. The time limits of this grievance and arbitration procedure shall be adhered to strictly. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.
- D. Extension of the Time Limits. The time limits of this grievance and arbitration procedure may be extended by mutual Agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.
- E. Arbitration Limits. The arbitration provisions of this grievance and arbitration procedure shall be strictly limited to the effective dates of this Agreement. The Employer shall have no obligation to arbitrate any grievance arising after the date on which this Agreement terminates.

- F. An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, the Employer's last response at Step 3 of the grievance procedure shall be final and binding on all parties.
- G. For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.
- H. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.
- I. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

- A. The Employer and the Union agree to continue their policies of not discriminating against any employee because of race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability, marital status, political affiliation, or Union activity.
- B. Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the MERC Human Resources Manager. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 3 of the grievance procedure with a copy to the Metro Human Resources Office. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 23: PERSONNEL FILE

- A. The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No discipline provided to an employee under article 20 shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.
- B. All material in the official personnel file of any employee may be inspected by the affected employee. No discipline provided to an employee under article 20 may be used against an employee unless entered in the official Metro file as described in Section A. above. An employee upon request shall have the right to view all material in the employee's personnel file.
- C. All oral or written discipline provided to an employee under article 20 shall be expunged from the personnel file () three (3) years from the date the material was entered, if 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 three (3) year period specified above. Any discipline provided to an employee under article 20 shall be removed if not entered in accordance with Section B. above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.
- D. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in Section C. above. Such a written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.

ARTICLE 24: 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 25: OUTSIDE EMPLOYMENT

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

ARTICLE 26: EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employer shall provide at no cost to the employee an employee assistance program.

ARTICLE 27: PARKING

Section 1.

All full-time Oregon Convention Center employees hired prior to January 1, 2003 will be eligible for a pre-tax payroll deduction of \$20.00 per month for parking.

Section 2.

All full-time Oregon Convention Center employees hired after January 1, 2003 that voluntarily elects to participate in the parking program will pay the full cost of the parking program in pre-tax dollars. In 2003 the cost will be \$65.00 per month.

Section 3.

Oregon Convention Center part-time and on-call employees may purchase passes for the Lloyd lot for \$2.00 per shift on a first come first served basis.

Section 4.

As parking fees are increased, subject to approval of the General Manager, all employees in the parking program will cover the increases through the pre-tax program.

Section 5.

Section 6.

Employees will be entitled to enroll in Metro's TDM program.

Section 7.

All Oregon Convention Center full-time employees will continue to be enrolled in the Lloyd District Passport Program until the program terminates or MERC opts out of the program.

ARTICLE 28: TRAINING

Employees who register for and participate in Employer approved job related educational training programs shall be entitled to full reimbursement of tuition and materials with proof of successful completion of the course.

Training requests shall be processed by management within two (2) weeks of submission.

ARTICLE 29: SAVINGS CLAUSE

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

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

ARTICLE 30: TOOLS

The Employer shall provide all tools and manuals that it has determined are needed to perform assigned work. The employee will be diligent and conscientious regarding the care and safe keeping of tools.

ARTICLE 31: PAYROLL PROCEDURES

An employee who receives an overpayment of monies shall report such overpayment to his/her immediate supervisor immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's paycheck. Failure of an employee to report any overpayment will result in disciplinary action.

If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Metro Payroll Department, the employee will be issued a corrected check within twenty-four (24) hours from the time the Metro Payroll Department is notified of such error.

ARTICLE 32: TERM OF AGREEMENT AND CLOSURE

- A. The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific terms of this Agreement shall be effective upon ratification and expires June 30, 2012, and shall be automatically renewed unless written notice of reopening is given by either party to the other not less than sixty (60) or more than ninety (90) days prior to June 30.

METROPOLITAN EXPOSITION
RECREATION COMMISSION

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 701

Cheryl Twete, Interim General Manager

Mark Holliday, Business Manager

Date

Date

BARGAINING TEAM:

Joni Johnson

Don Scorby

Bill Stratton

Nathan Sykes

Ryan Thorpe

Matthew Uchtman

EXHIBIT "A": PAY SCHEDULE**Metropolitan Exposition Recreation Commission
International Union of Operating Engineers, Local 701 Pay Schedule****7/1/2009-6/30/2010**

Salary	Job	Job	Step	Step	Step
Range	Code	Classification	1	2	3
172	8196	Apprentice Operating Engineer	23.36	24.76	26.13
176	8420	Apprentice Electrician	25.66	27.19	28.66
170	8195	Operating Engineer	27.48		
147	8505	Operating Engineer (part time)	27.48		
171	8160	Lead Operating Engineer	29.40		
173	8240	Electrician	30.19		
175	8390	Lead Electrician	32.51		

7/1/2010-6/30/2011

Salary	Job	Job	Step	Step	Step
Range	Code	Classification	1	2	3
172	8196	Apprentice Operating Engineer	23.83	25.26	26.65
176	8420	Apprentice Electrician	26.17	27.73	29.23
170	8195	Operating Engineer	28.03		
147	8505	Operating Engineer (part time)	28.03		
171	8160	Lead Operating Engineer	30.83		
173	8240	Electrician	30.79		
175	8390	Lead Electrician	33.87		

7/1/2011-6/30/2012

Salary	Job	Job	Step	Step	Step
Range	Code	Classification	1	2	3
172	8196	Apprentice Operating Engineer	24.54	26.02	27.45
176	8420	Apprentice Electrician	26.96	28.56	30.11
170	8195	Operating Engineer	28.87		
147	8505	Operating Engineer (part time)	28.87		
171	8160	Lead Operating Engineer	31.75		
173	8240	Electrician	31.71		
175	8390	Lead Electrician	34.89		