

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. #22-08

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local B-20.

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IATSE have negotiated in good faith; and

WHEREAS, the parties have reached an agreement for a three (3) year collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on October 11, 2022; and

WHEREAS, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on November 2, 2022.

DocuSigned by:

Karis Stoudamire-Phillips

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Chair

DocuSigned by:

Deidra Kryz-Rusoff

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Secretary/Treasurer

Approved as to Form:

Carrie MacLaren, Metro Attorney

DocuSigned by:

Nathan Sykes

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By:

Nathan Sykes, Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local B20.

Resolution No.: 22-08 **Presented by:** Elizabeth Arnott, Labor and Employee Relations Program Supervisor

Date: November 2, 2022

Background and Analysis:

The MERC – IATSE B20 collective bargaining agreement represents a contract of the terms and conditions of employment for approximately one hundred and twenty-two (122) part-time ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants. These employees support the MERC venues by performing front of the house work for events at Portland’5, OCC and Expo. The current collective bargaining agreement between MERC and IASTE B-20 expired on June 30, 2022.

Management entered into a discussion with the Union on May 5, 2022 to renew the contract. Negotiations continued in an efficient and productive manner and bargaining concluded on September 27, 2022. IATSE B20 membership ratified this agreement on October 11, 2022.

This staff report and resolution are respectfully submitted to ratify the contract between IATSE B20 and MERC/Metro for the period October 3, 2022 through June 30, 2025. This three-year agreement contains the following key economic elements:

Wages

Annual Adjustments for all job classifications:

Effective October 3, 2022, wages will be increased by 5%.

Effective July 1, 2023, wages will be increased by \$1.50 plus 3.5%.

Effective July 1, 2024, wages will be increased by \$1.25 plus 3.5%.

Wage reopener for FY 2023 and FY 2024 if the CPI is over 6.5% for May of the affected year.

Retirement

Metro will pay the PERS contributions on behalf of eligible employees.

Renewal

Terms of Agreement will automatically renew if neither party gives notice to renegotiate.

Short range fiscal impact: There is sufficient budget allocation in the FY 2022-2023 Budget to accommodate the proposed contract changes.

Long range fiscal impact: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

Recommendation: Recommend approval of Resolution No. 22-08 which states the MERC Commission approves ratification of the contract.

**COLLECTIVE
BARGAINING
AGREEMENT**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

**THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES
AND CANADA**

LOCAL B-20

Effective ~~July 1, 2019 – June 30, 2022~~

October 3, 2022 – June 30, 2025

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AGREEMENT

Between
Metropolitan Exposition-Recreation Commission
And
IATSE Local B-20

PREAMBLE

THIS AGREEMENT, made by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, an appointed Commission of Metro, hereinafter referred to as the "Employer." ~~managers and operators of the Oregon Convention Center and the Portland'5 Centers for the Arts buildings, Portland, Oregon, METRO, hereafter the "Employer,"~~ and THEATRICAL EMPLOYEES UNION LOCAL B-20, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, hereafter the "Union."

ARTICLE 1: RECOGNITION AND SCOPE OF BARGAINING UNIT

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative ~~of and this agreement shall apply with respect to~~ employees ~~in the following collective bargaining unit~~ at the Oregon Convention Center, the Portland Expo Center, and the Portland'5 Centers for the Arts buildings as provided below.
- (a) The Bargaining Unit shall consist of all ~~All~~ employees classified as ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants excluding office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.
- (b) Bargaining Unit work is classified as variable hour employees of the Employer.

- (c) For Antoinette Hatfield Hall, the Bargaining Unit consists of employees who work covers the Stage Door, Checkroom, and Box Office. ~~and Newmark Theatre seating areas and box office. This Agreement shall specifically exclude all other working areas and public lobbies of the Antoinette Hatfield Hall, including but not limited to the Winningstad Theatre, Brunish Theatre, and the public areas, elevators, and Main Street.~~
- (d) For the Newmark Theater, the Bargaining Unit consists of:
- i. For Resident Companies at the Newmark Theater ushers only and ushers have ticket-taking duties. Usher work at the Newmark Theatre is limited to seating area doors and lobby not performed by other Portland's Centers for the Arts employees or by volunteers or technical staff of performing arts organizations.
 - ii. For Commercial Companies at the Newmark Theater personnel will include gate attendants performing ticket taking duties outside the seating area and ushers performing all ushering duties inside the Newmark Theatre seating area.
- (e) This Agreement shall exclude all other working areas and public lobbies of the Antoinette Hatfield Hall, including but not limited to the Winningstad Theatre, Brunish Theatre, and the public areas, elevators, and Main Street. When Portland's Centers for the Arts employees or volunteers are not available, the Employer will offer this work to Bargaining Unit employees prior to contracting out.
- (f) For the Portland Expo Center the Bargaining Unit only includes Expo employees classified as ticket and show sellers, gate attendants, and Admissions Leads. The agreement shall specifically exclude all other employee classifications, working areas and public areas of the Portland Expo Center.
- (g) For the Oregon Convention Center the Bargaining Unit only includes employees classified as ticket and show sellers, gate attendants, and Admissions Leads. The agreement shall specifically exclude all other employee classifications, working areas and public areas of the

Oregon Convention Center.

- (h) This Agreement specifically excludes dock positions.
- 1.2 Upon written request, within ~~ten (10)~~ thirty (30) calendar days ~~following each calendar quarter~~, the Employer will furnish to the Union an alphabetical list with addresses, email addresses, phone numbers, and hire date of current employees under the conditions set forth in Section 1.1 above.
- 1.3 It is jointly recognized that the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and nothing in this Agreement shall be construed to interfere with any obligation the Union may owe to such International Alliance by reason of a prior obligation, provided that nothing contained in any such obligation shall be in conflict with any applicable provision of state or federal law.
- 1.4 Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly, or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International or Local officers and representatives to end any unauthorized interruption of work. The parties agree that they will submit to arbitration all grievances and disputes (pursuant to Article 17) that may arise between them and any misunderstandings regarding the meaning or intent of all or part of this Agreement, provided, however, that the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of a violation of this Article by the Union or any of the employees covered by this Agreement.

ARTICLE 2. UNION MEMBERSHIP AND CHECKOFF

- 2.1 For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the Employer and signed by an official of the Union.
- 2.2 For members of the Union, the Employer agrees to deduct from [the first](#) two (2) paychecks per month dues and other Union fees: as specified by the Union for each employee who authorized it on authorization forms submitted by the Union.
- 2.3 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.
- 2.4 It is expressly understood and agreed that upon receipt of proof, the Union will refund to the Employer or to the employee involved any amounts erroneously withheld from the employee's compensation by the Employer and paid to the Union. The Union agrees that if an employee does not work enough hours within a pay period to cover the cost of Union dues and other Union deductions, the Employer shall not collect dues for that pay period.
- 2.5 Upon request by the Union, the Employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement. [The Employer shall provide the Collective Bargaining Agreement in effect to all new hires.](#)
- 2.6 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits ~~its~~ or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provision of this section.

ARTICLE 3: LABOR-MANAGEMENT CONSULTATION

- 3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity, recruitment of new employees to meet target pool levels, and innovation are recognized to be a mutual obligation within their respective roles and responsibilities. The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of Union and management representatives and shall meet at mutually convenient times to discuss means of increasing the effectiveness of admissions work, operational procedures, identifying cost-effective staffing measures and dealing with operational innovations.
- 3.2 Space shall be provided by the Employer for the temporary storage of personal valuables (purses, etc.) while employed on the premises. The Employer cannot guarantee the absolute safety of such items under temporary storage but will provide reasonable security measures and will offer the service as a convenience for the employees.
- 3.3 The Union will provide one (1) member to attend scheduled ~~MERC~~ Employer venue Safety Committee meetings. A two (2) hour minimum shall be paid for attendance at these meetings.

ARTICLE 4: WORK JURISDICTION AND RESPONSIBILITIES

- 4.1 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the ~~Union parties~~ as being understood to mean the following:
- ~~(a) — There shall be one (1) work unit that covers the working jurisdiction and responsibilities of the Union and the admissions workers defined in Section 1.1(a). This work unit shall be known as the Admissions Unit.~~
- ~~(b) — The Newmark Theatre Admissions Unit personnel is ushers only and includes ticket taking duties. The jurisdictional working rights and the responsibilities of the Union as described above refer to part time work at~~

~~the Newmark Theatre seating area doors and lobby not performed by other Portland's Centers for the Arts employees or by volunteers or technical staff of performing arts organizations.~~

~~(c) All Union admission workers shall be classified as part-time, variable-hour employees of the Employer.~~

(a) The Employer shall determine the specific job assignments of all individuals. The Employer and the Union further recognize and agree that all employees in the ~~Admissions~~ Bargaining Unit may be assigned to work in all areas if qualified, may be required to rotate positions, and may be assigned to perform work as required or as needed without regard to job classification distinction.

(b) The Employer, at its sole discretion, may offer employees represented by the Union under the Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by Union shall constitute a precedent and/or a past practice under this Agreement.

~~(c) At the Oregon Convention Center, show managers may use their own employees for the admissions break person for any public shows with a daily attendance of 2500 or less.~~

(d) Clients may use their own ticketing services and personnel in accordance with current practices.

4.2 Notwithstanding any other provision to the contrary, the Employer shall require that a minimum of two (2) admission workers be employed per level whenever the Newmark Theatre seating is being utilized for ticketed events.

ARTICLE 5: NON-DISCRIMINATION

Any complaint alleging unlawful discrimination/harassment based on race, color, creed, religion, sex, national origin, age, marital status, familial status, gender identity or expression, sexual orientation, veteran status, disability, or any other status protected by law, which is brought to the Union for processing, will be submitted directly to the Human Resources Director or designee.

ARTICLE 6: ~~EMPLOYER-UNION RELATIONS AND WORK RULES~~ MANAGEMENT RIGHTS

6.1 The Employer shall have and retain the sole responsibility for the management and operation of all ~~MERC~~ Employer's functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments.
- (2) Planning, directing, controlling and determining the operations or services of ~~Metro and/or MERC~~ the Employer.
- (3) Determining the methods, means, and number of personnel needed to carry out any department's or facility's mission subject to provisions found elsewhere in the contract.
- ~~(4) Directing the work force and issuing or changing work orders and rules.~~
- (4) Hiring and assigning or transferring employees within or between departments or facilities.
- (5) Promoting, suspending, disciplining or discharging, consistent with this Agreement.
- (6) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons.
- (7) Directing the workforce and issuing, making ~~Making~~, changing,

publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining provided they ~~that~~ are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than fifteen (15) calendar days before the effective date of such rule or revision. These changes will be posted, after fifteen (15) calendar days, on a bulletin board at each venue.

- (8) Introducing new or improved methods, equipment or facilities.
- (9) Completing performance evaluations of employees as required, with prior notification to employees as to the forms that will be used. After the completion of the evaluation, employees may meet with the supervisor to discuss the evaluation and have an opportunity to respond to the evaluation.

These rights are diminished only by the law and this Agreement.

~~6.2 — All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than fifteen (15) calendar days before the effective date of such rule or revision. These changes will be posted, after the fifteen (15) calendar days, on a bulletin board at each venue.~~

ARTICLE 7: WAGES

- 7.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.

7.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer temporarily assigns an employee to a classification which calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his or her regular classification.

7.3 **Schedule of Wages:** ~~Effective the date of ratification by the Union but no earlier than 7/1/2019, wages will be increased either to \$15 per hour or by 3.5%, whichever is greater; by 2.50% on July 1, 2020; and by 2.50% on July 1, 2021; as outlined in the attached pay schedule.~~

- Effective upon the pay period which includes ratification, but no earlier than the pay period that includes July 1, 2022, employees will receive a wage increase of 5.00%.
- No earlier than the pay period that includes July 1, 2023, employees will receive a wage adjustment of \$1.50 per hour and a wage increase of 3.50%.
- No earlier than the pay period that includes July 1, 2024, employees will receive a wage adjustment of \$1.25 per hour and a wage increase of 3.50%.

7.3.1 Wage Reopener

- Should the CPI-U, West Region, as reported for May 2023, 12-month percentage change, be higher than 6.5%, the parties agree to reopen only Article 7 Wages to negotiate a wage adjustment for fiscal year 2023-2024 of no

less than 3.5% and no more than 8%.

- Should the CPI-U, West Region, as reported for May 2024, 12-month percentage change, be higher than 6.5%, the parties agree to reopen only Article 7 Wages to negotiate a wage adjustment for fiscal year 2024-2025 of no less than 3.5% and no more than 8%.

7.4 **Stage Door Attendant Shift Differential:** Stage Door Attendants shall receive \$1.00 per hour of shift differential pay for all hours worked between 12:00 am and 6:00 am. Shift differential shall be paid in addition to applicable hourly rates but not included in the holiday rate calculation.

7.5 The time of all employees covered by this Agreement shall start at the time they are required to report for work, in uniform in the case of ticket sellers, ticket takers, gate attendants, checkroom attendants, elevator operators and ushers, and shall stop at the completion of their scheduled shift or their work should such work extend beyond the scheduled end of the event.

7.6 (a) **Overpayment:** An employee who receives an overpayment of wages shall report such overpayment to the Portland's ~~Event Services Manager, Assistant Executive Director, or~~ Admissions Staffing Manager or the Patron Services Manager immediate supervisor immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s).

The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the employer will use the payroll system to process the corresponding adjustments if, in the employer's determination, it is lawful and cost-effective to do so.

(b) **Underpayment:** If an employee believes that ~~his/her~~ their paycheck amount contains an error, and this is confirmed by the Payroll Department, the employee will be issued a corrected check within ~~twenty-four (24) hours~~ one (1) full payroll period from the time the Payroll Department is notified of such error.

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.

- 7.7 **Overtime:** All covered employees shall be compensated at the straight time rate for all authorized work performed in excess of eight (8) hours in a day. All covered employees shall be compensated at the rate of time and one half for all authorized work performed in excess of forty (40) hours in any work week.

ARTICLE 8: SCHEDULING

The following Sections 8.1 through 8.7 apply to all ~~staff:~~ Bargaining Unit members:

- 8.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Union shall be notified of any changes regarding the scheduling process. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. ~~in crowd control. Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination. An employee, within a fiscal year, who is "no call, no show" on one occasion will be disciplined up to and including a verbal warning on two occasions will be disciplined up to and including suspension and on three occasions will be disciplined up to and including termination.~~
- 8.2 ~~MERC~~ Employer acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.
- 8.2.1 Those employees with regularly scheduled jobs shall inform the appropriate department supervisor, in writing, of their work schedules (days of week and shift hours). College students shall provide the appropriate department supervisor, in writing, with their class schedule (semester or quarter as applicable).

- 8.2.2 Employees will be expected to make themselves available for scheduling on those days/hours which do not conflict with their regularly scheduled jobs/classes.
- 8.2.3 The term “availability” means that staff must be available for a minimum of four (4) hours during any one ~~listed call time event~~ on days when events are scheduled unless ~~those call times~~ the event conflicts with primary employment or school schedule.
- 8.2.4 The term “unavailable” means that staff cannot work a minimum of four hours during any one event on days when events are scheduled.
- 8.2.5 ~~MERC~~ Employer requires employees who hold other non-regularly scheduled jobs to make themselves available to be scheduled for work at ~~MERC~~ Portland’5, OCC and Expo before working for another non-regularly scheduled employer.
- 8.3 Once having ~~indicated availability and having~~ been scheduled, an employee’s schedule may be changed only with Employer consent for good cause. Any unauthorized change to an employee’s schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.
- 8.4 All employees shall be required to attend “All Staff” meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings. When feasible All Staff meetings shall be posted on the tentative calendar, but not less than two (2) weeks’ notice shall be given. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call, it will be considered a “no call no show.”
- 8.5 If an employee’s shift is canceled, Employer must notify employee by e-mail, telephone, text message, or other form of electronic communication no later than eight (8) hours prior to the start of their scheduled shift. If Employer is notified by client with less than eight (8) hours prior to the start of scheduled shift, Employer will notify employee as soon as notified by the client. The Employer will compensate any employee cancelled less than three (3) hours before their scheduled shift on the basis of a two (2) hour minimum call. The only exceptions shall involve events cancelled due to weather, acts of God, such as fires, floods,

earthquakes and storms, cancellations due to power outage, civil disorder or terrorist activities. It is the employee's responsibility to provide Employer with accurate contact information.

- 8.6 ~~If an event is canceled due to weather or other conditions beyond the Employer's control, employee~~ Employees who report for work when their shift has been cancelled and were not notified of their shift cancellation will be compensated on the basis of a two (2) hour minimum call, ~~provided however, that if employees report for work and work one (1) hour or more before cancellation, a minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.~~
- 8.7 Employees designated as essential personnel or any non-essential employees directed to and who are required to report to work when their worksite has been closed, or within a 1.25 mile radius of Metro Regional Center when it is closed, due to inclement weather, unsafe conditions or regional emergency shall be compensated for all hours worked during their designated shift at an overtime rate of one and one-half times pay, in addition to their regular pay, for a total of two and one-half times their pay (2.5x).
- 8.8 In the event of a small crowd, if the Employer asks for employees to volunteers to leave early from work, the Employer will still compensate ~~any~~ the employee the minimum call if the employee has worked at least one hour as stated in Article ~~10~~ 9. If ~~they~~ the employee volunteers to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not retaliate against any employee who does not want to leave early voluntarily.
- ~~8.9 In the event of the cancellation of a shift at the OCC, Portland's Event Services Department must notify by e-mail or telephone a cancellation of an employee no later than 6:00 p.m. the calendar day before the event for any such cancellation. The Employer will compensate any employee cancelled less than 6:00 p.m. the day before the event on the basis of a two (2) hour minimum call. The only exceptions to the requirement of 8.7 shall involve events being cancelled due to weather, acts of God, such as fires, floods, earthquakes and storms, cancellations due to power outage, civil disorder or terrorist activities. Sections 8.5 and 8.6 of the Collective Bargaining Agreement do not apply.~~

The following Sections 8.8 ~~9~~ through 8.11 apply to Admission Leads, Gate Attendants, Ushers, Elevator Operators and Check Room Attendants at Portland's Only and Admissions Leads and Gate Attendants at the Oregon Convention Center and Expo Only:

8.9 The Scheduling Process:

8.9.1 From the 1st through the 10th of each month, employees will use a format and system provided by the Employer to indicate their availability or unavailability for the month following. Employees shall indicate their availability or unavailability for each calendar day, consistent with Article 8.2.3 and 8.2.4. entering the earliest starting time and the latest ending time they are available, or indicate "All Day." They will also indicate if they wish to work more than one shift. ~~For each calendar day the employee is not available to work, they will indicate "Not Available."~~ Employees shall indicate with a "Pass" the days they are willing and available to work but choose to pass the shift down the seniority list. ~~When scheduling in a non-theatre venue a shift shall generally be no more than 8 hours. If the shift is over 8 hours then the employee will be notified and given the opportunity to decline prior to scheduling.~~

8.9.2 If shifts are cancelled at any P'5 facility prior to call time, management will make a good faith effort to cancel scheduled shifts for employees that have requested a "pass", in descending seniority order. This provision is not subject to the grievance procedure.

8.9.3 ~~Consistent with the requirements of each event, Portland's Event Services personnel~~ Employer shall begin staffing each day's events ~~by~~ beginning at the top of the seniority list and rotate through the list until all shifts are staffed. ~~Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned.~~

8.9.4 If it becomes necessary to schedule over an employee's "Pass," the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order.

8.9.5 Employer will not schedule an employee on days the employee indicates they are unavailable. ~~Employees who are scheduled over their "Not Available" indication ("forced call") will receive a ten percent (10%) pay premium for those~~

~~shifts. If it becomes necessary to schedule over an employee's "Not Available", the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order.~~

- 8.9.6 ~~If additional personnel are still required, the Employer shall fill the call with other labor sources.~~ Employer will make every reasonable attempt to fill the calls with available bargaining unit employees; however, when there is not a sufficient number of bargaining unit employees available for the call the Employer shall fill the call with other labor sources.
- 8.9.7 Each employee shall be given the opportunity to work ~~one~~ two shifts, but not less than one shift per each half of the month regardless of their seniority unless there are not enough total shifts for the total pool to work. If there are not enough total shifts for the total pool to work after scheduling is completed, the Employer shall start at the top of the seniority list and take one shift away per employee until the total pool has at least one shift. The Employer will notate where they left off and if the next pay period requires the same process, the Employer shall take away one shift per employee where they left off to ensure that employees share in having shifts taken away. The Employer shall make a good faith effort in any instance of canceling or taking away shifts so as to ensure all employees share equally in having shifts removed or canceled.
- ~~October through April, each Lead will be assigned at least one shift in each venue per month if shifts are available.~~
- 8.9.8 Employee schedules shall be available on or before the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.
- 8.9.9 Those employees who do not meet the minimum availability for three (3) months per fiscal year shall lose their seniority and their names will be dropped to the bottom of the seniority roster.
- 8.9.10 At any time, an employee may elect to relinquish their seniority by notifying their supervisor in writing. The employee will then be dropped to the bottom of the seniority roster. This decision may not be revoked and in the future their seniority will accrue in the same manner as new hires.

8.10 Peak Days

8.10.1 For purposes of this Agreement, “peak day” for Admission Leads, Gate Attendants, Ushers, Elevator Operators, and Checkroom Attendants, shall be defined as a day in which two (2) or more events are scheduled. ~~Peak days for Elevator Operators shall be defined as a day in which two (2) or more events are scheduled.~~ Non-commercial events ~~Events~~ in the Newmark Theater shall not be counted in determining peak days. ~~For Ushers, Gates, Leads, Checkroom Attendants and Elevator Operators “Peak month” shall be defined as a month which has ten (10) or more peak days.~~

8.10.2 In each month, employees shall be available for a shift on all peak days as well as 50% of the regular shifts when events are scheduled, up to a maximum of 20 days per month. These percentages shall not compound. The employees who are on approved leave during any month must make themselves available for work in accordance with the requirements of this paragraph (on a proportional basis) for any days on which they are not on leave.

8.10.3 The Employer shall state the number of Admission Leads, Gate Attendants, Ushers, and Checkroom Attendants at Portland’s ~~ushers, gates, checkroom attendants and leads~~ as of the date of posting for each peak month. ~~If the~~ The target pool of ushers is ~~below~~ seventy-two (72), ~~or below thirty two (32) for~~ twenty-three (23) Gate Attendants, ~~or below seven (7) for~~ six (6) Checkroom Attendants, and three (3) Admission Leads. ~~or below (6) for leads for a peak month thereafter, Ushers, Gates, checkroom attendants and leads shall have one less shift of required non-peak day availability in that month.~~

The Employer shall state the number of Admission Leads and Gate Attendants at OCC as of the date of posting for each month. The target pool of Admissions Leads is three (3) and twelve (12) Gate Attendants.

As current practice, the Portland Exposition Center will continue to be scheduled through Portland’s Centers for the Arts.

The target pool shall exclude employees who are not available more than 50% of the required shifts in the last quarter.

~~8.10—Those employees who do not meet the minimum availability for three (3) months per fiscal year shall lose their seniority and their names will be dropped to the bottom of the seniority roster.~~

~~At any time, an employee may elect to relinquish their seniority by notifying their supervisor in writing. The employee will then be dropped to the bottom of the seniority roster. This decision may not be revoked and in the future their seniority will accrue in the same manner as new hires.~~

8.11 Scheduling of Replacements

When scheduled in accordance with their availability employees shall be allowed to schedule a replacement (another ~~MERC~~ employee trained in the same job classification) for an assigned shift up to 12 times per fiscal year. ~~In order to assure proper crew mix this~~ Both employees must indicate their agreement to this scheduled change in writing to their manager, who must approve this ~~action must be approved by management. Such replacements must be confirmed either verbally or electronically by the Portland'5 Event Services Department after requested by the employee by telephone or email a minimum of twenty-four (24) hours in advance of the shift and must be confirmed by telephone or email a minimum of twenty-four (24) hours in advance~~ of the scheduled shift by the replacement. Should the replacement employee fail to report as authorized, the replacement employee will be subject to discipline. ~~In the event of multiple-venue calls, the Employer will make every reasonable attempt to fill the calls with available bargaining unit employees, however, where there is not a sufficient number of bargaining unit employees available for call, the Employer shall fill the call with other labor sources.~~

~~Employee schedules shall be available on or about the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.~~

The following Section 8.12 applies only to Stage Door Attendants at Portland'5 only:

8.12 ~~MERC~~ Employer may continue to determine how all stage door attendants are scheduled based on employee availability and event need.

The following Section 8.13 applies only to Ticket Sellers and Show Sellers at all venues:

- 8.13 As is the current practice, ticket sellers will provide their availability in advance to the ticket services manager. They will be scheduled based upon event need and employee availability.

Use of Volunteers:

- 8.14 The Employer may allow Oregon Symphony Orchestra, [Oregon Children's Theater, Portland Opera, Oregon Ballet Theater](#), Portland Youth Philharmonic, [and Portland's Presents](#) the use of volunteers in conjunction with ~~B-20 bargaining~~ unit members for student youth performances (field trips) Monday through Friday, prior to 4 p.m.

ARTICLE 9: STRAIGHT SHIFT AND FRACTIONS

A straight shift shall apply to all four (4) hour minimum calls in all work classifications. ~~except that the~~ The minimum call for the Antoinette Hatfield Hall and for the resident company youth concerts or children's theatre productions shall be three (3) hours. All work in excess of the minimum call shall be paid for at the straight time rate.

- (a) For purposes of computing time, any time worked beyond the minimum call will be computed and paid in fifteen (15) minute increments.
- (b) For purposes of computing total time worked at the Antoinette Hatfield Hall, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work call prior to completing three (3) hours work, unless the performance or rehearsal has ended.
- (c) Special conditions shall apply to youth concerts or children's theatre productions or at Portland's.
 - i. In the event two performances of a student youth performance or children's theatre production (field trips) are presented "back-to-back," employees shall be paid a minimum of three (3) hours. ~~compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof.~~

- ii. For single public weekend youth concerts or children's theatre productions, employees shall be paid a minimum of three (3) hours.
~~compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof.~~
- iii. In the event two performances of a public weekend youth performance or children's theatre production are presented "back-to-back," employees shall be paid a minimum of three (3) hours.
~~compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. For all other "back to back" performances with separate audiences, employees shall be fully compensated on the basis of separate minimum calls as described above.~~

~~Business meetings with one "audience" will have a four (4) hour minimum. Back to back business meetings with two (2) "audiences" shall be compensated with a six (6) hour minimum plus any additional hours or incremental portions thereof.~~

~~"Back to back" performances are defined as one call time for two shows.~~

- (d) "Back to back" events in the Arlene Schnitzer Concert Hall and Keller Auditorium are defined as one-call time for two shows in the same theater with separate audiences and will be paid for 2 separate 4-hour minimum calls.
- (e) "Back to back" events in Hatfield Hall are defined as one-call time for two shows in the same theater with separate audiences and will be paid for 2 separate 3-hour minimum calls.
- (f) In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. ~~except as identified in 9(c) above.~~
- (g) No employee covered by this Agreement shall volunteer ~~his or her~~ their services without prior, mutual, written consent of the Employer and the Union. The services volunteered must be significantly different than those normally performed in the course of ~~his/her paid job~~ their bargaining unit work.

ARTICLE 10: PROBATIONARY PERIOD

- 10.1 The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Employer's operations by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.
- 10.2 All new employees shall have a probationary period of forty (40) shifts. This probationary period may be extended for up to an additional forty (40) shifts of work upon mutual agreement between the employee, Union and Employer.
- 10.3 During the probationary period, an employee's employment may be terminated at any time and for any reason in the sole discretion of the Employer, as long as it is not for arbitrary or capricious reasons. Termination of employment during the probationary period shall not be subject to the grievance or arbitration procedures provided in Article 17 of this Agreement. If an employee is terminated during the probationary period, the Union may request within ~~seven~~ ~~(7)~~ fourteen (14) days of the termination to meet with management.

ARTICLE 11: TRAINING

- 11.1 (a) Employees who are required to attend ~~orientation or~~ training ~~classes~~ shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such ~~classes~~ training included within a work call shall ~~not~~ be subject to minimum call time provisions. Orientation and training ~~classes~~ shall be included within a work call whenever possible. If ~~such classes are required~~ orientation or training is not included within a work call, the two (2) hour minimum shall be paid.
- (b) New hires (trainees) shall be scheduled in addition to required labor request, except in cases of unanticipated call needs. ~~Written instructions shall be provided to the trainer and written information shall be provided to the trainee, to be signed by them at the end of the shift. This documentation will be presented to the House/Event Manager and shall be placed in the employee's official personnel file.~~

(c) Admission Leads will not be performing regular event duties while training other Admission employees.

~~11.2 Notwithstanding any provision of this Agreement to the contrary, employees undergoing required training will not be entitled to a four (4) hour minimum. Employees undergoing required training will be guaranteed a minimum of two (2) hours for each training session and training that includes training on briefing, ingress, intermission and egress. Employees will be paid "straight time" for all time worked after the two hour minimum.~~

ARTICLE 12: SICK & OTHER LEAVES OF ABSENCE

12.1 Sick Leave

Employees may earn and use sick leave accruals under the following criteria:

12.1.1 Rate of accrual: Employees accrue paid sick leave at a rate of .05 hours per hour paid in an unlimited amount. ~~The maximum accrual at any time is 40 hours. However, a maximum of forty (40) hours of earned sick leave per fiscal year is protected under Oregon law.~~ Employer will comply with the Oregon Sick Leave Law. Sick leave shall not accrue during unpaid time.

12.1.2 Eligibility for Use: ~~Employees shall be eligible to use earned sick leave after 60 calendar days of service. Thereafter, sick~~ Sick leave may be used immediately after it is accrued for absences from work scheduled by the Employer.

12.1.3 Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor ~~and report the reason for their absence~~ pursuant to their department notification procedures.

Employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) ~~and for whom the unplanned absence is for (self, child, spouse, etc.).~~

Employees shall make reasonable efforts to schedule non-emergency appointments in a manner that does not unduly disrupt the Employer's operations. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably 10 days in advance of the intended absence.

12.1.4 Reasons for sick leave use:

- a. For mental or physical illness, injury or health condition, need for medical care, diagnosis, treatment, or preventive medical care of a mental or physical illness, injury or health condition, for employees or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, stepparent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b. When leave is requested in accordance with policy and authorized by Human Resources for purposes under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and ~~Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy~~ [Employer's Crime Victims and Domestic Violence Leave Law](#).
- d. In the event of a public health emergency, which includes but is not limited to the closure of the school or place of care of the employee's child, by order of a public official due to a public health emergency, or due to the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee for health reasons.

12.1.5 Documentation: An employee's supervisor or Human Resources may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:

- a. If the employee takes more than three (3) consecutive scheduled workdays of sick time.
- b. If the employee is suspected of misusing and/or abusing sick time. (See 12.1.11)
- e. Medical verification shall be provided to Human Resources within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that they have been diligent in requesting the verification from their providers. Metro will pay any reasonable costs not paid by a health plan for providing medical verification or certification. Failure to provide requested documentation may result in disciplinary action.

- 12.1.6 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's regular rate of pay for that job and shift for the hours the employee was scheduled to work on that day. When using sick leave, employees will report such time consistent with rules for entering hours worked and vacation leave.
- 12.1.7 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.
- 12.1.8 Reinstatement: Employees re-employed within 180 days of termination will have their accrued sick leave balance restored. ~~Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.~~
- 12.1.9 Reporting of Sick Leave to PERS: Employer shall participate in the PERS unused sick leave program. Employer shall report the number of unused sick leave hours to PERS as provided in ORS 238.350.
- 12.1.10 Written Notification of Accruals: Employer will provide notification on employees' pay statements of the amount of accrued and utilized sick time.
- 12.1.11 Misuse or abuse of sick leave: Misuse or abuse of sick time, including but not limited to patterns of sick leave usage and excessive absenteeism, may be grounds for discipline, in accordance with Article 16 (Discipline), up to and including termination.
- 12.2 Pre-approved Unpaid Leave: Employees covered by this contract shall be eligible for pre-approved, unpaid leave(s) of absence ("LOA") for up to thirty (30) calendar days per fiscal year, which must be requested with a minimum of five (5) consecutive days except as provided in Section 12.3. The leave of absence must be requested at least by the 10th of the month prior to the leave of absence.
- 12.2.1 After the schedule has been issued, the employee may voluntarily forfeit some of the leave days by letting the scheduler know which days they will be available.
- 12.2.2 If the employee does work some of the five (5) days, those days will not count toward the thirty days of leave of absence available per year. ~~Provisions of Section 8.8 forced call will not apply to the forfeited leave days.~~

12.2.3 Employees may be granted leave of absence without pay from the Employer for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer. Such leave may be extended once by the General Manager of Visitor Venues for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the Executive Director of every venue where the employee is assigned work, and shall contain reasonable justification for approval. 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 subject to the provisions of Article 8.10.

~~Among the factors which determine whether any unpaid leave of absence will be allowed are:~~

~~12.1.3 ——— needs of the event including but not limited to Peak Day designation as defined in Section 8.9;~~

~~12.1.4 ——— the reason for the request;~~

~~12.1.5 ——— the length of service;~~

~~12.1.6 ——— the employee's prior performance, disciplinary and attendance records;~~

~~12.1.7 ——— any previous leaves of absence (and the length/purpose of such leaves);~~

~~12.1.8 ——— a sincere (and written) commitment to return to work immediately following expiration of the leave.~~

~~A personal leave which has been granted for less than the maximum allowable period may be extended to the maximum, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate under the standards outlined above.~~

12.3 **Personal Leave Days:** In each fiscal year an employee may designate an additional four annual leave of absence days on any calendar day as Personal Leave which may be taken in one-to-four-day increments and are not subject to forced call, provided they are scheduled no later than the 10th of the previous month. These days are called "super X" days.

12.4 **Military Leaves:** To the extent applicable, military leave shall be available to

employees under the terms and conditions of federal and/or state law.

- 12.5 **Family and Medical Leaves:** To the extent applicable, the 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 Employer’s Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by the law and in MERC’s Personnel Policies.

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

- 12.6 **Union Business Leave:** The Employer recognizes that from time-to-time employees may need an unpaid leave of absence to conduct Union business. Therefore two (2) employees may be granted up to two (2) weeks absence each in a calendar year. Requests for the leave of absence must follow the regular leave of absence approval process. Union business leave is not to be counted in the [thirty](#) (30) day leave of absence (LOA) as above in 12.1 [2](#).

- 12.7 **Bereavement Leave: The Employer shall comply with the Oregon Family Leave Act.**

An employee absent from a scheduled shift due to the death of an immediate family member as defined by the employee shall be allowed time off from scheduled shift(s), not to exceed three (3) days. If travel is required, up to four (4) additional days (chargeable to sick leave) will be allowed. If leave is not used immediately following the death of the family member, the employee will provide their manager with reasonable notice of any absences and such requests shall not be unreasonably denied.

Employees may attend a funeral ceremony for a fellow employee and receive time off to attend such funeral ceremony, subject to the needs of the operation.

ARTICLE 13: HOLIDAYS

- 13.1 When employees are engaged for any work on a holiday, the employee shall be

compensated at one and one-half (1½) times the regular straight time hourly rate. Holidays for the purposes of this Agreement are:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (third Monday in January)
3. Presidents' Day (third Monday in February)
4. Easter Sunday
5. Memorial Day (last Monday in May)
6. [Juneteenth \(June 19\)](#)
7. Independence Day (July 4)
8. Labor Day (first Monday in September)
9. Veteran's Day (November 11)
10. Thanksgiving Day (fourth Thursday in November)

ARTICLE 14: RETIREMENT SYSTEM

[MERC Employer](#) presently participates in the [Oregon](#) Public Employees Retirement System ("PERS") and agrees to maintain such participation for the term of this Agreement, subject to applicable law. [MERC Employer](#) will provide all new employees with information regarding PERS. [Employees Employer](#) will pay the employee's [PERS](#) contribution [in the amount of six percent \(6%\) of the employee's base salary, for those who qualify for PERS.](#)

ARTICLE 15: HEALTH INSURANCE

10.1 Benefit Eligibility: Effective January 1, 2020, for regular status employees working thirty two (32) hours a week or more, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

10.2 Effective January 1, 2020, pro-rated insurance will be available to employees who work twenty (20) hours a week or more during a twelve-month (12) measurement period.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement

period. This annual calculation shall be from November 1st through the end of October of each year and shall hereinafter be referred to as the calculation period.

- Employees with hours paid of 20 – 26.69 per week (according to the calculation period) shall receive benefits prorated at 50%.
- Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.
- Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.

Example: using a health insurance premium of \$1,000 and MERC's portion for a full-time employee of \$920.

An employee working a 32-hour weekly average would pay $\$1,000 - (1.0 \times \$920)$
= 80.00

An employee working a 30-hour weekly average would pay $\$1,000 - (.75 \times \$920)$
= \$310.00

An employee working a 20-hour weekly average would pay $\$1,000 - (.50 \times \$920)$
= \$540.00

10.3 Plan Changes: If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the Joint Labor Management Committee for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.

10.4 Life, Long Term Disability and Accidental Death and Dismemberment Insurance: Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.

10.5 The Employer shall provide an employee assistance program (EAP) to benefit-

eligible employees at no cost to the employee.

ARTICLE 16: D ISCIPLINE

16.1 Non-probationary employees shall not be disciplined without just cause. Probationary employees do not have just cause rights.

16.2 Employees in the work classifications covered herein are not employed on a weekly basis, and no notice or salary in lieu thereof is necessary when the Employer has just cause to terminate an employee.

16.3 An employee, within a fiscal year, who is “no call, no show” on one occasion will be disciplined up to and including a verbal warning. On two occasions will be disciplined up to and including suspension. And on three occasions will be disciplined up to and including termination.

16.4 Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination.

ARTICLE 17: GRIEVANCE PROCEDURES

17.1 **Pre-Grievance:** Prior to filing a grievance, employees and/or union representative and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level.

17.2 **Grievance:** A grievance is defined as a dispute by the Union or a covered employee concerning the application or interruption of a specific provision of this Agreement. Grievances may be initiated in the following manner:

Step 1. Supervisor. The employee or Union representative shall present the Step 1 grievance, in writing, to the ~~unit manager~~ employee’s supervisor within ~~ten~~ (10) fourteen (14) calendar days of its occurrence or the date the employee or union knew or should have known of the grievance, whichever is later. The grievance shall include:

- (a) the name of the grievant(s);
- (b) the fact statement of the grievance;
- (c) the sections of the contract violated; and
- (d) the resolution requested.

The ~~unit manager~~ employee's supervisor and employee shall then attempt to adjust the matter within ~~seven (7)~~ fourteen (14) calendar days from the date the grievance is received. ~~The unit manager~~ The employee's supervisor will respond to the Step 1 grievance in writing within ~~seven (7)~~ fourteen (14) calendar days of receipt of the grievance.

Step 2. Facility Director. If a grievance has not been settled at Step 1, ~~between the affected employee and his or her unit manager~~, the union or the affected employee may submit a written Step 2 grievance ~~shall be submitted in writing~~ to the facility director, by the union representative within ~~ten (10)~~ fourteen (14) calendar days of the supervisor's Step 1 response. The facility director shall respond to the Step 2 grievance in writing to the Union representative within ~~ten (10)~~ fourteen (14) calendar days after of receipt thereof of the Step 2 grievance.

Step 3. General Manager of Visitor Venues. If the grievance is not resolved at Step 2, the union or the affected employee may submit ~~the~~ a written Step 3 grievance to the General Manager of Visitor Venues within ~~ten (10)~~ fourteen (14) calendar days from the date of receipt of the facility director's written Step 2 response. The General Manager or ~~his/her~~ their designee shall respond to the Step 3 grievance in writing within ~~ten (10)~~ fourteen (14) calendar days from receipt of the grievance.

Step 4. Should the parties fail to settle a matter of suspension or termination of a non-probationary employee with the General Manager of Visitor Venues within ~~seven (7)~~ fourteen (14) days from the date of submission ~~to him or her~~, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties. The Board of Adjustment shall consist of two (2) members designated by General Manager and two (2)

members designated by the Union. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from any of the facilities under the jurisdiction of this Agreement or any IATSE local union. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the Union, the grievant, the facility involved, or the General Manager. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. In the event of a split decision, the grievance shall be considered unsettled.

Step 5. Arbitration. If the grievance is still unsettled, the Union shall, within ~~ten (10)~~ fourteen (14) calendar days of receipt of the decision of the General Manager have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the Human Resource Director or designee with a copy to the Employer.

~~MERC Employer~~ and the Union shall first attempt to select an arbitrator who is mutually acceptable. If within ~~ten (10)~~ fourteen (14) calendar days from the request for arbitration ~~MERC Employer~~ and the Union are unable to agree upon an arbitrator, the ~~Employment Relations Board~~ Union shall request a list of seven (7) arbitrators for the State of Oregon Medication and Conciliation Service. ~~shall be requested to submit a list of seven (7) names.~~ Upon receipt of the list of arbitrators, within fourteen (14) calendar days both ~~MERC Employer~~ and the Union shall have the right to strike three (3) names from the list. The first strike shall be determined by coin toss, then the parties shall alternate strikes with the remaining person to be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by both parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

17.3 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.

17.4 The arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The arbitrator's decision and award shall be based on ~~his or her~~ their interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the Employer, the Union and all employees involved.

17.5 The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. 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 the next step of the grievance procedure shall be available.

~~17.6 — Probationary Employees: A probationary employee suspended or terminated during his or her probationary period shall not be entitled to invoke the arbitration procedure of this article to contest such suspension or termination.~~

17.6 **Extension:** The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

~~17.7 — 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, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.~~

ARTICLE 18: ADMISSION TO PREMISES

18.1 Any officer or other duly authorized representative of the Union shall be admitted to the premises of the Employer during normal working hours for the purpose of checking the performance of this Agreement by the Employer. Any person so admitted shall comply with all the rules and regulations of the Employer while on its premises.

18.2 Any officer or duly authorized representative of the Union must attempt to provide reasonable advance notice to management on duty, or their supervisor, prior to visiting the Employer's facilities shall not interfere with the regular work assignments of employees on duty at the time of such visit.

ARTICLE 19: WAIVER AND SEPARABILITY

It is agreed between the parties that either party shall have the right upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

ARTICLE 20: SUBCONTRACTING

Any proposal to contract out bargaining unit work will be subject to the Public Employee Collective Bargaining Act (PECBA), will be bargained in accordance with the expedited bargaining process in ORS 243.698, and will otherwise comply with the terms of this Agreement.

ARTICLE 21: DRUG AND ALCOHOL POLICY

21.1 The following policy will be adhered to by all ~~full-time and part-time~~ employees:

- (a) Possessing, using, transferring, offering or being under the influence of any intoxicating liquor while on the Employer's property, during work time or in other circumstances which might directly and adversely affect the Employer's operations or safety, including consuming alcohol immediately prior to reporting to work or during breaks or lunch periods will be cause for discipline, up to and including discharge.
- (b) Possessing, using, transferring, offering or being under the influence of any narcotic, hallucinatory, stimulant, sedative, narcotic or drug (including marijuana) while on the Employer's property, during work time or in other circumstances which might directly and adversely affect

the Employer's operations or safety, including consuming such substances immediately prior to reporting to work or during breaks or lunch periods may be cause for discipline, up to and including discharge.

Exception: The use of medically prescribed or over-the-counter drugs during working hours is allowed and an employee shall have no obligation to inform ~~his or her~~ their supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing ~~his or her~~ their job safely and adequately (for example, operating mechanical equipment). An employee must inform their ~~his or her~~ supervisor that they are ~~he/she is~~ taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day they ~~he or she uses~~ the medication. Possessing, using, transferring, offering, or being under the influence of marijuana while on the Employer's property or during work time, even if prescribed and used for medicinal purposes, remains prohibited and does not fall within this exception.

- (c) Where the Employer has reasonable suspicion ~~cause to believe~~ that an employee ~~may have violated the prohibitions described above, he/she has used drugs or alcohol during work hours, they~~ may be placed on administrative leave ~~suspended~~ immediately and/or be ~~requested~~ required to submit to a drug and alcohol test. Reasonable suspicion must be an articulable belief based on specific, observable facts and reasonable inferences drawn from those facts based on a trained supervisor's specific observations and reasonable inferences regarding indicators of improper drug and alcohol use, supported by the concurrence of a second trained supervisor, if available. A represented employee who is required to submit to a drug and/or alcohol test based on reasonable suspicion will be informed of a right to representation by a union representative; however, the securing of such a representative, if requested, shall not unreasonably delay the testing.
- (d) An employee who refuses to consent to drug and alcohol testing may be subject to disciplinary action up to and including termination. The

reason for the refusal to consent to testing will be considered in determining the appropriate disciplinary action.

21.2 Employees may be subject as a condition of continued employment to searches, inspections and drug and/or alcohol testing in accordance with ~~MERC~~ Employer's Drug and Alcohol Use policy.

In the event any portion of the above policy conflicts with federal or state law, that portion of the policy shall conform in all respects to federal and state law.

ARTICLE 22: SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be declared invalid or held unlawful by any legislative act or by any court of competent jurisdiction, such legislation or decision of the court shall apply only to the specific article, section or portion thereof, directly specified therein. In such event, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE 23: FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue appropriated pursuant to established budgetary procedures. The Employer has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Employer agrees to include in its annual budget amounts reasonably sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the availability of revenue in connection therewith.

ARTICLE 24: TERM AND CLOSURE

24.1 This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect until June 30, ~~2022~~ 2025. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the

expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after such notice.

- 24.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 24.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

~~ARTICLE 25: FAMILY, MEDICAL AND SICK LEAVE~~

~~Employees may earn and use sick leave accruals under the following criteria:~~

~~12.3 Rate of accrual: Employees accrue paid sick leave at a rate of .05 hours per hour paid. The maximum accrual at any time is 40 hours. However, a maximum of forty (40) hours of earned sick leave per fiscal year is protected under Oregon law. Sick leave shall not accrue during unpaid time.~~

~~12.4 Eligibility for Use: Employees shall be eligible to use earned sick leave after 60 calendar days of service. Thereafter, sick leave may be used immediately after it is accrued for absences from work scheduled by Management.~~

~~12.5 Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence pursuant to their department notification procedures.~~

~~Employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) and for whom the unplanned absence is for (self, child, spouse, etc).~~

~~Employees shall make reasonable efforts to schedule non-emergency appointments in a manner that does not unduly disrupt the Employer's operations. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably 10 days in advance of the intended absence.~~

~~12.6 Reasons for sick leave use:~~

~~12.6.1 For mental or physical illness, injury or health condition, need for medical care, diagnosis, treatment, or preventive medical care of a mental or physical illness, injury or health condition, for employees or for a qualifying family member. A-~~

~~qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.~~

~~12.6.2 When leave is requested in accordance with policy and authorized by Human Resources for purposes under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).~~

~~12.6.3 To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.~~

~~12.6.4 In the event of a public health emergency, which includes but is not limited to the closure of the school or place of care of the employee's child, by order of a public official due to a public health emergency, or due to the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee for health reasons.~~

~~12.7 Documentation: An employee's supervisor or Human Resources may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:~~

~~12.7.1 If the employee takes more than three (3) consecutive scheduled workdays of sick time.~~

~~12.7.2 If the employee is suspected of misusing and/or abusing sick time. (See 18.2.5)~~

~~Medical verification shall be provided to Human Resources within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that s/he has been diligent in requesting the verification from his/her providers. Metro will pay any reasonable costs not paid by a health plan for providing medical verification or certification. Failure to provide requested documentation may result in disciplinary action.~~

~~12.8 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's regular rate of pay for that job and shift for the hours the employee was scheduled to work on that day. When using sick leave, employees will report such time consistent with rules for entering hours worked and vacation leave.~~

~~12.9 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.~~

~~Reinstatement: Employees re-employed within 180 days of termination will have~~

~~their accrued sick leave balance restored. Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.~~

~~12.10 Reporting of Sick Leave to PERS: Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. Written Notification of Accruals: Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.~~

~~12.11 Misuse or abuse of sick leave: Misuse or abuse of sick time, including but not limited to patterns of sick leave usage and excessive absenteeism, may be grounds for discipline, in accordance with Article 16 (Discipline), up to and including termination.~~

EXHIBIT A: IATSE LOCAL B-20 PAY SCHEDULE

Pay Range	Job Code	Classification	2019-2020 Step	2020-2021 Step	2021-2022 Step
815	8065	Show Seller *	17.90	18.35	18.81
820	8075	Ticket Seller	15.88	16.28	16.69
825	8255	Stage Door Attendant	15.13	15.51	15.90
855	8090	Admissions Lead	18.87	19.34	19.82
865	8070	Usher	15.00	15.38	15.76
865	8080	Gate Attendant	15.00	15.38	15.76
865	8265	Elevator Operator	15.00	15.38	15.76
865	8270	Checkroom Attendant	15.00	15.38	15.76

Job Code	Classification	Ratification to June 30, 2023	FY 2023-24	FY 2024-25
8065	Show Seller *	19.75	21.99	24.05
8070	Usher	16.55	18.68	20.63
8075	Ticket Seller	17.52	19.69	21.67
8080	Gate Attendant	16.55	18.68	20.63
8090	Admissions Lead	20.81	23.09	25.19
8255	Stage Door Attendant	16.70	18.84	20.79
8265	Elevator Operator	16.55	18.68	20.63
8270	Checkroom Attendant	16.55	18.68	20.63

*Hired prior to 1987