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**COLLECTIVE  
BARGAINING  
AGREEMENT**

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**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**And**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 701-1**

**Effective January 1, 2018 - December 31, 2020**

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## **Preamble**

This agreement is entered into by the Metropolitan Exposition-Recreation Commission, hereafter referred to as the "Employer," METRO, and the International Union of Operating Engineers, Local Union No. 701-1, AFL-CIO, hereafter referred to as the "Union," for the purpose of governing the wages and related fringe benefits, hours of work, and conditions of employment for 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, veteran's status or any other class protected by law.

Except as otherwise provided by law, regulation, or grant provisions, the parties agree as follows:

## **Article 1: Recognition**

Employees covered by this Agreement shall be Event Custodians who are part-time and the Utility Maintenance Technicians and Utility Leads who are full-time. Employees covered in this Agreement work at the Portland Center for the Performing Arts which include the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall.

## **Article 2: Definitions**

**Probation:** Newly hired full-time employees shall be considered probationary employees for six (6) months from the first day worked. The probationary period for part-time employees shall be a minimum of 400 hours. An employee's probationary period shall be extended by the number of days an employee is on leave. Probation is considered as an extension of the hiring process. Probationary employees work at the will of the employer and may not invoke the grievance procedure in this agreement for matters of discipline up to and including termination.

Provided there is no pending disciplinary action, Union employees promoted to non-Union positions may voluntarily return to their Union position in the previously held classification at the same step in their range at any time during the promotional probation period. If an employee has not completed probation in their previously held position, they must do so. Such voluntary return shall not reflect discredit on the employee.

**Full-Time:** A position which is designated as a 1.00 full-time employee in the adopted MERC Commission budget and which typically consists of forty hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day for full-time employees.

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

**Part-Time:** All event custodians shall be classified as part-time. Part-time employees are not entitled to vacation pay, health and welfare, personal holidays, or other benefits offered by Metro such as life insurance, unless otherwise explicitly stated.

A minimum number of ten (10) Event Custodians will be designated as 32-hour employees and guaranteed 32 hours per week, except as provided below. The total of ten (10) constitutes a permanent number of designees and the list shall be replenished as needed to maintain the total. An employee can neither expect nor be guaranteed 40 hours a week. However, if hours are available after the 32-hour obligation is met, an employee may be offered additional hours.

32-hour designees shall be determined by the Employer based upon quality of performance and with consideration of seniority whenever possible. All other employees will be scheduled based upon event management needs.

Subcontracting: The parties' mutual goal is to have as much work performed by staff as possible and to minimize the use of contracted temporary employees. The employer further agrees that all employees should be given the maximum opportunity to work available hours as long as the Union recognizes that the Employer runs an event-driven business and the Union will not construe it otherwise and that nothing in this Agreement will limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety (90) calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period.

### **Article 3 Union Security**

#### **Section 1.**

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.

#### **Section 2.**

The Employer agrees to fair-share 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.

#### **Section 3.**

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 fair-share 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.

#### **Section 4.**

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

#### **Section 5.**

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 fair-share determined by application of Article 3, Section 2 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.

## **Section 6.**

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

## **Section 7.**

The Union agrees to represent all members of the bargaining unit regardless of race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, political affiliation veteran's status or any other class protected by law.

## **Article 4: Union Representatives**

### **Section 1.**

Within thirty (30) calendar days from the signing of this Agreement, the Union shall appoint and notify the Operations Manager in writing of the names of designated Stewards. The list will be updated as changes occur.

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.

- a) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- b) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.
- c) Internal union business shall be conducted by Stewards and employees during their non-duty time.
- d) One (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
- e) All matters relating to contract negotiations will be performed on the employee's own time.

### **Section 2.**

All officers of the International Union and the Business Representatives of the Union shall have access at any time to any part of the facilities in which said event custodians are employed, provided they do not interfere or cause employees to neglect their work and have provided prior notification to management.

### **Section 3.**

The Employer shall furnish union bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

## **Article 5: Management Rights**

The employer shall have and retain the sole responsibility for the management and operation of all MERC 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:

- a) Determining MERC's mission, policies, and all standards of service offered to the public and other local governments;
- b) Planning, directing, controlling and determining the operations or services to be conducted by employees of MERC;
- c) Determining the methods, means, number of personnel needed to carry out any department's mission;
- d) Directing the work force and issuing or changing work orders and rules.
- e) Hiring and assigning or transferring employees within or between departments;
- f) Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- g) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- h) Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.
- i) Introducing new or improved methods, equipment or facilities.
- j) Completing performance evaluations of employees as required; and
- k) Classifying, reclassifying or merging positions as required.

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

## **Article 6: Hiring**

The Employer shall be the sole judge in decisions concerning the employment of personnel. The Employer agrees to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.

## **Article 7: Discrimination and Harassment**

Any complaint alleging unlawful discrimination/harassment which is brought to the Union for processing will be submitted directly to the Metro Human Resources Director.

## **Article 8: Hours of Work & Overtime**

### **Section 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. A day is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Eight (8) hours per day shall constitute the normal work day. The workweek shall include two (2) consecutive days off.

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. For full-time employees working a four day workweek, overtime will be provided for all authorized work performed in excess of ten (10) 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. If an employee is authorized to work six (6) or more consecutive days, crossing into the following regular workweek, overtime pay will be given for all time worked over forty (40) hours until a day off is provided. At no time shall an employee's wages exceed time and one half (1.5x) as a result of these provisions.

### **Section 2.**

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number if the supervisor is unavailable, a minimum of ninety (90) minutes before their scheduled shift starts.

### **Section 3.**

Any employee required to return to work with less than nine (9) hours from the end of their last shift shall be paid at a rate of time and one-half (1.5x) for the first hours worked of their incoming shift until nine (9) hours have elapsed since the end of their last shift. This section shall not apply if an employee volunteers to come in with less than nine (9) hours between shifts.

*Example: If an employee's shift ends at 11:00 p.m., and they are required to return to work at 7:00 a.m. the following morning, that employee will earn time and one-half for the first hour of that shift.*

## **Article 9: Shifts**

Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes shall be defined as any shift which begins between 4:00 a.m. and 12:00 p.m., including a paid one-half (1/2) hour lunch period.

The second or swing shift for pay purposes shall be defined as any shift which begins between 12:00 noon and 5:00 p.m., including a paid one-half (1/2) hour lunch period. Employees scheduled on the second shift shall receive a shift premium of one dollar (\$1.00) per hour in addition to the regular hourly rate for all hours worked on that shift.

The third or graveyard shift for pay purposes shall be defined as any shift which begins between 5:00 p.m. and 12:00 a.m., including a paid one-half (1/2) hour lunch period. Employees scheduled on the third shift shall receive a shift premium of one dollar and 20 cents (\$1.20) per hour in addition to the regular hourly rate for all hours worked on that shift.

## **Article 10: Reporting and Call-in Pay**

Any Employee who is scheduled to report for work on their regularly scheduled shift and who presents themselves for work as scheduled, but where work is not available or a full shift's work is not available for them, shall be compensated at their regular rate for all scheduled hours in that shift.

Any Employee called to return to work immediately, and such call is after the employee has left the Employer's premises at the end of their last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1½) times the regular rate.

## **Article 11: 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 12: Grievance Procedure**

### **Section 1.**

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 using the Grievance Form in Exhibit B.

- Step 1 The employee or union representative shall present the grievance, on the official grievance form, to the employee's immediate supervisor 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 be submitted in writing to the facility director or designee, by the Union representative within ten (10) calendar days. The facility director or designee shall respond in writing to the Union representative within ten (10) calendar days after receipt thereof.
- Step 3 If the grievance is not resolved, the Union or the affected employee may submit the grievance to the General Manager of Visitor Venues, Metro or designee within (10) calendar days from the receipt of the facility director or designee's written response. The General Manager shall respond in writing within ten (10) calendar days from receipt of the grievance.
- Step 4 Should the parties fail to settle the grievance within seven (7) calendar days from the date of submission to the General Manager of Visitor Venues, Metro or designee, 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 the General Manager of Visitor Venues, Metro and two (2) members designated by the Union. Members of the Board of Adjustment shall not be from any of the facilities or local union under the jurisdiction of this Agreement. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the parties involved. 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. The grievance shall be considered unsettled in the event of a split decision.

Step 5 If the grievance is still unsettled, the Union shall, within ten (10) calendar days of the receipt of the decision of the Board of Adjustment, have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the Metro Human Resources Director with a copy to the Employer. In order to advance the grievance, the Union shall request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within ten (10) calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fourteen (14) days, both the Employer 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 Employer and the Union shall flip a coin to determine who strikes first. The parties will make best efforts to schedule arbitration within six (6) months of selecting and 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. Each party shall be responsible for compensating its own representative 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.

The designated arbitrator shall conduct a hearing, and then issue a decision which shall be final and binding on the parties. 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. The Employer and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

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.

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.

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

### **Article 13: Seniority**

Seniority shall be computed and defined from date of hire into a represented classification at Portland Center for the Performing Arts.

Seniority shall be applied for lay off, lack of work, and scheduling of additional shifts.

Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service.

A break in service shall be defined as a voluntary quit, discharge, involuntary lay-off, or non- return to work after a leave of absence. Seniority shall not accrue during a break in service, but will continue to accrue upon return from a break in service.

MERC shall publish and distribute annually and thirty (30) days prior to any lay off a seniority list for all employees.

### **Article 14: Layoff**

Layoff shall be defined as a separation from service for an indefinite period of time for involuntary reasons not reflecting discredit upon employees. The Employer shall determine the number of employees to be laid off. In the event of a lay off, all temporary and probationary employees shall be laid off prior to any lay off of bargaining unit employees. The least senior employees will be laid off first. Employees shall be given thirty (30) days written notice of layoff. A cancellation of a shift due to the loss of a show shall not be construed as a layoff.

During any period of layoff, the Employer shall not use temporary workers or hire new employees in the affected classification before laid-off employees are returned to work. Employer shall re-employ laid-off employees on a seniority basis as defined in Article 13.

Disputes concerning layoffs shall be handled through the grievance procedure.

### **Article 15: Discipline & Discharge**

Probationary employees may be disciplined or discharged without just cause.

Employees shall not be denied representation in any investigation that may result in disciplinary action.

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.

The Employer shall adhere to standard progressive discipline practices.

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 Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. Failure to report as scheduled shall include but not be limited to, repeated failure to make call-in as defined in Article 8, Section 2, tardiness, absenteeism and leaving a shift early without reasonable justification. This places a great burden on both the Employer and fellow employees and may be cause for progressive discipline up to and including discharge. **Any employee who fails to make call-in or is a "no call, no show" on three occasions is subject to progressive discipline which may include termination.**

## **Article 16: Personnel File**

The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Department. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the Employee or a statement signed by the Supervisor which indicates the Employee has been shown the document and refused to sign it. An Employee's signature shall not be construed to mean the Employee agrees with the content.

Upon request, all material in the official personnel file of any Employee may be inspected by the affected Employee. At the employee's request, disciplinary material except in extreme cases like discrimination and harassment policy violations, shall be removed from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, extreme cases like discrimination and harassment policy violations shall be removed from the personnel file four (4) years from the date the material was entered provided that the employee has received no other violations. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Periodic performance appraisals shall 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 four (4) or two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with the first paragraph 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.

## **Article 17: Salary Administration**

### **Section 1.**

Effective July 1, 2018 wages will be increased by 2.50%. Effective July 1, 2019 wages will be increased 2.50% and effective July 1, 2020 wages will be increased 2.50%.

### **Section 2.**

The probationary period for employees shall be six (6) months. If an employee takes a leave of absence during the probationary period, their probationary period shall be extended for the equivalent period of time. Upon successful completion of probation an employee shall move to the non-probationary pay rate for their classification.

**Article 18: Vacation Leave**

**Section 1.**

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

Total years of Full-Time Service	Accrual Rate Per Hours Paid	Accrual of Hours at 24 Pay Period/Year	Equivalent Annual Vacation Hours for Full-Time Employees
Date of hire through completion of 4 years	.0385 hrs	3.34	80
Beginning of 5 years through completion of 9 years	.0577 hrs	5.00	120
Beginning of 10 years through completion of 14 years	.0674 hrs	5.84	140
Beginning of 15 years through completion of 19 years	.0770 hrs	6.67	160
Beginning of 20 years through completion of 24 years	.0866 hrs	7.50	180
25 or more	.0962 hrs	8.34	200

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

**Section 2.**

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

**Section 3.**

At separation, any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee’s existing salary rate.

**Section 4.**

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

## **Article 19: Sick Leave**

### **Section 1.**

Full-time bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid, including overtime accrued in an unlimited amount. Part-time bargaining unit members shall accrue sick leave at a rate of .050 hours per hour paid, including overtime, up to a 40 hour maximum.

### **Section 2.**

Employees are eligible to use sick leave for the following reasons:

- a) For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves 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.
- b) When leave is requested in accordance with policy and authorized by Human Resources 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.
- d) In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.
- e) For up to two weeks of bereavement leave taken by an OFLA eligible employee to grieve the death of an immediate family member; to make necessary arrangements related to the death; and/or to attend the funeral or alternative ceremony. Leave must be completed within 60 days from the date on which the employee receives notice of the death. OFLA bereavement leave is concurrent with the use of sick leave, which would be applied after any paid bereavement leave an employee may be eligible for under Article 21.

### **Section 3.**

As described in Article 7 employees unable to report to work due to illness will report the reason for the absence to their supervisor ninety (90) minutes prior to the scheduled beginning of their shift. The supervisor may require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

### **Section 4.**

The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease, the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 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.

**Section 5.**

Sick leave shall not continue to accrue during periods of leave unpaid by the Employer.

**Article 20: Holidays**

**Section 1.**

The following shall be considered holidays:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work.

If a full-time or part-time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

Event Custodians shall receive one and one-half (1 ½) times compensation for actual time worked on the holiday. If a shift crosses both a non-holiday and holiday only the time worked on the holiday will be compensable at the one and one-half (1 ½ ) time regular hourly pay rate.

Personal Holidays: In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave.

Part-time employees assigned to a position of at least .8 FTE before November 1 and have completed their initial probationary period will accrue sixteen (16) hours of personal holiday time on July 1. Part-time employees assigned to a position of at least .8 FTE on or after November 1 and have completed their initial probationary period will accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.

Variable hour employees who work 960 or more hours during the fiscal year and have completed their initial probationary period will accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.

An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable.

## **Section 2.**

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

## **Section 3.**

No employee shall receive holiday pay if the employee is absent for all or part of their scheduled workday either immediately preceding or immediately following the holiday or adjacent, single, or consecutive days off unless they have applied to their supervisor in writing for permission to be absent and such written request has been applied for and approved by the Operations Manager within that pay period.

## **Section 4.**

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

## **Section 5.**

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

## **Section 6.**

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

## **Article 21: Other Leaves**

### **Section 1. ADA and Family Medical Leave**

- a) Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees must use accrued leave balances (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave.
- b) If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee may elect COBRA if he/she wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law.

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

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

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

### **Section 3. Union Business Leave**

The Employer recognizes that from time to time employees may need an unpaid leave of absence to conduct Union business. Therefore no more than two (2) employees may be granted leave of absence for Union business at any one time. Requests for the leave of absence must follow the regular leave of absence approval process outlined in **Section 2** above.

### **Section 4. Jury Duty**

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

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

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

Eligible employees shall be granted military leave with pay, as required by law. Any remaining leave shall be without pay, as required by law.

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

- a) A full-time employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or relative of domestic partners that are equivalent to those in-laws or other household member shall be allowed not to exceed three (3) days of leave with pay within ninety (90) days of notification of the event. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave, personal holiday or vacation hours at the employee's request. Employees will provide written notification to the Operations Manager of their request for bereavement leave within a week of their return to work.
- b) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full-time employee may be granted four (4) hours of paid leave to attend a funeral ceremony for another Portland's employee. This leave is subject to the Employer's operating needs.

## **Article 22: Insurances**

### **Section 1. Joint Labor Management Committee**

A Metro Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one voting member to serve on the Joint Labor- Management Committee on Health Benefits. This bargaining unit will be represented by IUOE 701.

Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary

### **Section 2. Benefit Eligibility**

Full-time employees working forty (40) hours a week are eligible for benefits. Eligibility will begin on the first of the month following thirty days of employment for all benefit eligible employees who elect to participate in one of the Metro plans.

Prorated insurance will be available to employees who work thirty (30) hours a week or more during a twelve month (12) measurement period. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Metro's full-time employee premium portion for that plan.

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

- *An employee working a 32 hour weekly average would pay  $\$1,000 - (.8 \times \$920) = \$264.00$*
- *An employee working a 30 hour weekly average would pay  $\$1,000 - (.75 \times \$920) = \$310.0$*

### **Section 3. Premium Sharing**

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.

The premium cost used in these calculations shall be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall be made.

These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

Metro agrees to pay an amount up to \$150 per month to benefits eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

**Section 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 health insurance benefit eligible and shall be maintained at current levels at no cost to the employee.

## **Article 23: Retirement**

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

## **Article 24: Recoupment of Payments**

### **Section 1. Overpayments**

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

### **Section 2. Underpayments**

In the event the employee does not receive the wages or benefits to which the record/documentation has for time indicated the employer agreed the employee was entitled, the employer shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The employer shall correct any such underpayment made within a maximum period of one year after the notification and agreement of the amount owed.

## **Article 25: Clothing Allowance**

Where the Employer now furnishes and requires specified working clothing for employees in its various operations, such practice will continue.

## **Article 26: Education & Training**

The Employer and the Union share a desire to retain a workforce skilled in job related duties.

To the extent possible, the Employer will make available to members of the bargaining unit current information about available employer approved training opportunities.

Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Employer, the employee shall be paid for the time at regular pay.

The Employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform the job.

The Employer shall conduct or arrange for training in emergency procedures and for safety training on all new products and equipment.

The Employer shall conduct or arrange orientation and training for all affected employees on new equipment, products, and procedures.

## **Article 27: Safety & Health**

### **Section 1.**

The Employer agrees to provide a safe and healthful workplace, as required by law, and to provide and maintain all tools and equipment required by Employer for use by the employee.

### **Section 2.**

The Employer and the Union agree that a representative will serve on the joint labor- management safety committee in compliance with current Oregon law and administrative rules.

### **Section 3.**

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

### **Section 4.**

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

## **Article 28: Savings Clause**

### **Section 1.**

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.

### **Section 2.**

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

## **Article 29: 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 the Employer. Any disagreement regarding errors shall be resolved through the grievance process.

## **Article 30: Term of Agreement**

This Agreement shall remain in full force and effect from the signing of this Agreement to December 31, 2020. This Agreement shall be automatically renewed from year to year thereafter unless either party gives written notice at least ninety (90) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

**Exhibit A: Wage Appendix**

**METROPOLITAN EXPOSITION RECREATION COMMISSION INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 701-1 PAY SCHEDULE**

<b>Pay Range</b>	<b>Job Code</b>	<b>Job Classification</b>	<b>Step 1</b>	<b>Step 2*</b>
110	8610	Event Custodian	\$14.90	\$16.84
130	8632	Utility Maintenance Technician	\$20.04	\$21.87
134	8636	Utility Lead	\$22.10	\$23.13

\* An employee will be moved to Step 2 upon successful completion of probation



**I.U.O.E. Local 701 Official Grievance Form**

IUOE Grievance #: \_\_\_\_\_ Date of Incident: \_\_\_\_\_

Date Filed: \_\_\_\_\_ Date Member Learned of Violation: \_\_\_\_\_

Employer: \_\_\_\_\_ Employee: \_\_\_\_\_

Employer's Phone: \_\_\_\_\_ Job Classification \_\_\_\_\_

Supervisor: \_\_\_\_\_

Location of Job Site: \_\_\_\_\_

Article of Contract Violated: \_\_\_\_\_

Description of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Settlement Desired: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Management's Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mgmt. Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**Step 2.** Date Presented: \_\_\_\_\_ Response Date: \_\_\_\_\_

Result: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Mgmt. Rep. Signature: \_\_\_\_\_

\_\_\_\_\_

**Step 3.** Date Presented: \_\_\_\_\_ Response Date: \_\_\_\_\_

Result: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Mgmt. Rep. Signature: \_\_\_\_\_

\_\_\_\_\_

**Final Disposition:** \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Union Representative: \_\_\_\_\_

Signature Page

For Metropolitan Exhibition-Recreation Commission

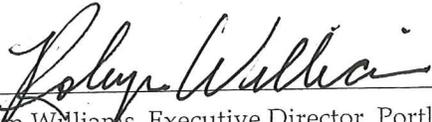
For International Union of Operating Engineers,  
Local 701-1

  
\_\_\_\_\_  
Scott Cruickshank, General Manager Visitor Venues

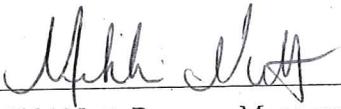
  
\_\_\_\_\_  
James Anderson, Business Manager/Financial Secretary

Date 10-17-17

Date 10-27-17

  
\_\_\_\_\_  
Robyn Williams, Executive Director, Portland'5

Date 10/17/17

  
\_\_\_\_\_  
Mikki Nutt, Program Manager-Labor Relations

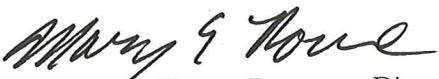
Date 10-17-17

  
\_\_\_\_\_  
Ross Hume, Program Manager-Labor Relations

Date 10-17-17

  
\_\_\_\_\_  
Terry Smith, Employee Engagement Manager

Date 10.17.17

  
\_\_\_\_\_  
Mary Rowe, Human Resources Director

Date 10-17-17