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# **COLLECTIVE BARGAINING AGREEMENT**

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**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**and**

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION**

**ILWU Local 28**

**Effective July 1, 2022 – June 30, 2025**

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## **PREAMBLE**

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

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

This Agreement will 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, the parties agree as follows:

## **ARTICLE 1: RECOGNITION**

### **Section 1.**

The Employer recognizes the Union as the exclusive bargaining representative for the following classifications employed by the Employer: all full-time regular Facility Security Agents, all Lead Facility Security Agents, all Relief Facility Security Agents; and all Medical Technicians.

### **Section 2.**

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

## ARTICLE 2: DEFINITIONS

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

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

Subcontracting: Nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety 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 calendar day advance notice period.

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

Full-time employees refer to those employees who are filling one full-time position (i.e., Lead Facility Security Agent, Full Time Facility Security Agent). These full-time employees are entitled to pay, insurance, vacation, sick leave, other leaves, holidays and retirement as described in this Agreement.

Variable Hour: Relief Facility Security Agents and Variable Hour Medical Technicians are scheduled on an on-call basis to relieve or supplement Full-time Facility Security Agents to meet facility needs.

### ARTICLE 3: MANAGEMENT RIGHTS

The Employer will have and retain the sole responsibility for the management and operation of all Employer 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 Employer'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 Employer;
- 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 subjects 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 4: UNION SECURITY**

### **Section 1.**

Employees covered by this Agreement will have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership will be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about union membership and payroll deduction. The Employer agrees to direct to the Union, all communications from employees regarding union membership or union payroll deduction.

### **Section 2.**

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

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



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

### **Section 1.**

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Employer. During the term of the Agreement neither Employer nor its agents for any reason will authorize, institute, aid or promote any lockout of employees covered by this Agreement.

### **Section 2.**

If any work stoppage, slowdown, or strike will take place, the Union agrees to immediately notify any employees, engaging in such activities, to cease and desist and to publicly declare that such stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 1 above to return to work.

## **ARTICLE 6: UNION REPRESENTATIVES**

### **Section 1. Stewards**

- a) Within thirty calendar days from the signing of the Agreement, the Union will notify the Public Safety Manager in writing of the names of two elected Stewards per job classification in the bargaining group. The list will be updated as necessary.
- b) Upon prior notice to their immediate supervisor, a Steward will 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 or employee's duties, the direct supervisor will, within 72 hours, arrange a mutually agreeable time for the requested activity.
- c) No Steward will be eligible for overtime pay, other premium pay, or travel reimbursement from Employer as a result of carrying out Steward duties.
- d) A Steward who comes to the worksite during their off-duty hours to carry out Steward duties will not be paid for such time.
- e) Internal Union business will be conducted by Stewards and employees during their non-duty time. This in no way limits an employee from having Union representation present during investigatory meetings that may result in disciplinary action provided the employee requests such representation.
- f) Only one Steward, on Employer time, can process and investigate any one grievance at any given time.

### **Section 2. Union Staff**

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

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

### **Section 1.**

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

### **Section 2.**

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

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

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of age, sex, marital status, sexual orientation, gender identity or expression, race, color, creed, religion, national origin, association, or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

Any complaints alleging unlawful discrimination or harassment will be submitted directly to Human Resources.

## ARTICLE 9: WORK SCHEDULES

### Full-time Employees

#### Section 1.

The normal work schedule for Full-time Facility Security Agents will be any forty-hour work schedule approved by management that includes a minimum of two consecutive days off. Fewer than two consecutive days off may be required in emergency situations as determined by management.

#### Section 2.

All full-time Facility Security Agents at the Oregon Convention Center will bid for work shifts established by the Employer under the following conditions:

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

- g) If any employee refuses to sign up for a shift by December 15 or June 15, the Public Safety Manager has authority to assign them to an available shift.

### **Section 3.**

Regular work report times for full-time Facility Security Agents at the Oregon Convention Center will be between 0600 and 0800 AM for day shift; between 1400 and 1600 for swing shift; and between 2200 and 2400 for the graveyard shift. At the Portland's Centers for the Arts, the regular report time will be between 1600 and 1800 for the swing shift. A change in shift hours will be announced at least seven days in advance. Nothing in this Section will prohibit temporary or emergency changes in schedule as provided in Section 4, below.

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

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

## **Section 7.**

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

## **Section 8.**

If an employee cannot report to work as scheduled, the employee must call the designated person at least four hours before their scheduled shift starts. In case of an emergency, the employee will contact the Employer at the first opportunity.

## **Part-time Employees**

## **Section 9.**

Employer will determine how Part-time Security Agents and Medical Technicians are scheduled based on employee availability and event need. Part-time Facility Security Agents and Medical Technicians will have a minimum availability of at least two shifts per week, unless mutually agreed upon. Employees can request a monthly waiver on the minimum availability two times per calendar year in the event of planned vacations. Other legal types of leave (e.g., military, FMLA, jury duty) will be exempt from minimum availability requirements. The Union reserves the right to request records four times within any 12-month period. For purposes of comparison, records will include availability and work schedules.

## **Section 10.**

Work schedules for Part-time Facility Security Agents will be posted ten calendar days in advance of the effective date of the schedule. An employee's work schedule may be temporarily changed to meet building needs or a bona fide emergency. When possible, twenty-four hours' notice will be given for temporarily changed work schedules.

## **All Employees**

### **Section 11. Additional Shift “Double-back”/Daily Overtime Waiver**

When an employee picks up an additional shift voluntarily, the Employer will not be liable for “double-back” pay, or overtime pay for work in excess of eight hours per day but will be liable for overtime pay for hours worked in excess of forty hours in a work week.

### **Section 12 Scheduling of Open or Additional Shifts.**

The scheduling of open or additional shifts is a management right and not subject to the grievance/arbitration process. When Employer must fill an open or additional shift, it will use good faith efforts to offer the shift assignment to variable hour employees. If no variable hour employees accept the assignments, Employer may, at its discretion, fill the open shifts with full time employees. Employer reserves the right to use a third-party contractor to fill open shifts, except for Dispatch or Security Console shifts.

In the absence of Employer, the Lead Agent or Senior Duty Agent may call variable hour and full-time agents to assign coverage.

### **Section 13.**

All employees who have clocked into the payroll system to perform a scheduled shift or any additional shift will be entitled to a minimum of four hours of pay. This section does not apply to trainings or other meetings.



## **ARTICLE 10: OVERTIME**

### **Section 1.**

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

### **Section 2.**

All Facility Security Agents will be compensated at the rate of time and one-half for all authorized work performed in excess of eight hours for eight hour scheduled shifts, 10 hours for 10-hour shifts and 12 hours for 12 hour scheduled shifts in any workday, or forty hours in any workweek.

Overtime eligibility for Variable Hour Medical Technicians will be limited to the rate of time and one-half for all authorized work performed in excess of forty hours in any workweek.

### **Section 3.**

All employees who "double-back," who are scheduled to return to work with less than ten hours off, will be paid time and one-half for the double-back shift unless the employee waives the option of double back pay, and instead chooses to work with straight time pay.

When an employee picks up an additional shift voluntarily, the Employer will not be liable for "double-back" pay, or daily overtime pay, but will be liable for overtime pay for hours worked in excess of forty hours in a work week.

### **Section 4.**

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

### **Section 5.**

The Employer will give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer will assign the

necessary number of employees to work overtime. Any employee who declines to work overtime waives, by that amount, any right to equal overtime in the future.

**Section 6.**

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

**Section 7.**

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

## **ARTICLE 11: SHIFT DIFFERENTIAL PAY**

### **Section 1.**

Shift differential pay will only apply to all Full-time Lead Facility Security Agents, Full-time Facility Security Agents and Part-time Facility Security Agents in the bargaining unit. For purposes of pay in this Article only, swing shift will be defined as any shift that begins between the hours of 1400 and 2159. If an employee's shift begins between these hours, the employee will receive the swing shift premium of ninety-five cents (\$0.95) per hour in addition to the regular hourly rate for all hours worked.

For purposes of pay in this Article, graveyard shift will be defined as any shift that begins between the hours of 2200 and 0459. If an employee's shift begins between these hours, the employee will receive the graveyard shift premium of one dollar and 25 cents (\$1.25) per hour in addition to the regular hourly rate for all hours worked.

### **Section 2.**

Shift differential pay will be paid only for hours worked, or as specified by applicable law.

## ARTICLE 12: SALARY ADMINISTRATION

Newly hired Medical Technicians will be paid the “Probationary Rate” according to their classification as specified in Exhibit A for the term of their probationary period, as defined in Article 28. Upon successful completion of the probationary period as defined in Article 28, employees will be paid the “Regular Rate” according to their classification as specified in Exhibit A.

Facility Security Agents and Lead Facility Security Agents will be placed at the next step in the salary range after completion of probation. The employee’s date of completion of probation will become the employee’s anniversary date. One year after the employee’s anniversary and each anniversary date thereafter the employee will advance one step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit the Employer from placing employees above step one or advancing employees to higher levels of the salary range.

- Effective upon ratification, but no earlier than the pay period that includes July 1, 2023, employees will receive a wage increase of 2.50%, as contained in Exhibit A.
- Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.50%.

Employees will keep their current salary eligibility date.

## ARTICLE 13: HEALTH AND WELFARE

### Section 1. Joint Labor Management Committee (JLMC)

Employer will convene a JLMC for health benefits, comprised in accordance with adopted by-laws, will review health, dental and vision insurance plans and costs and make plan offering recommendations to the Director of Human Resources and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Employer. The Union is entitled to select one member, who is a current employee, to serve and vote on the JLMC.

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

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

### Section 2. Benefit Eligibility

Full-time employees working forty hours a week are eligible for benefits. Eligibility will begin on the first day of employment for all benefit eligible employees who elect to participate in one of the Employer plans.

Prorated insurance will be available to employees who work thirty hours a week or more during a twelve-month 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 Employer's full-time employee premium portion for that plan.

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

- An employee working a 32-hour weekly average would pay  $\$1,000 - (.8 \times \$920) = \$264.00$   
.8 FTE is 32-39.99 hours per week

- An employee working a 30-hour weekly average would pay  $\$1,000 - (.75 \times \$920) = \$310.00$   
.75 FTE is 30-31.99 hours per week

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

Employer will contribute ninety-two percent (92%) of the insurance premium costs per plan and employees will pay eight percent (8%) of the premium costs per plan selected by the employee. The premium cost used in these calculations will be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments will be made.

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

Employer agrees to pay an amount up to \$150 per month to full-time benefit eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Employer.

### **Section 4. Other Insurances**

Life insurance and accidental death and dismemberment and long-term disability coverage will be provided to all employees who are health insurance benefit eligible at no cost to the employee.

## **ARTICLE 14: RETIREMENT**

During the term of this agreement, all eligible bargaining unit employees will participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions. The extent of PERS membership will include prior eligibility service but will not include prior benefit service.

Employer agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six percent of the employee's base salary, for those who are qualified for PERS, in addition to the required Employer contributions.

The Employer will participate in the PERS unused sick leave program as provided in ORS 238.350. Unused accrued hours of sick leave will be reported to PERS at the time the employee separates from employment with Employer.

## ARTICLE 15: VACATION LEAVE

### Section 1.

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

Total Years of Service	Accrual Rate Per Hours	Equivalent Annual Hour Full Time Employees
0 through 3 years	.0577 hours	120 hours
4 through 7 years	.0692 hours	144 hours
8 through 11 years	.0808 hours	168 hours
12 or more years	.0923 hours	192 hours

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

### Section 2.

Employees will not be allowed to accrue more than two hundred seventy-five hours of vacation leave. Additional hours that would have been accrued at the rates in this Agreement will be forfeited unless a vacation request that was submitted at least three months prior to reaching the maximum accrual, is denied and prevents an employee from avoiding the maximum accrual. If a denial of a vacation request prevents an employee from avoiding the maximum accrual, the employee may submit a written request to the supervisor and the Director of Human Resources to have an extended period to bring their accrual below the maximum or to have up to six pay periods of vacation accrual paid out.

### Section 3.

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



**Section 4.**

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

**Section 5.**

Employees are responsible for managing their vacation accruals. Scheduled vacations may not be taken if vacation accruals are unavailable or insufficient at the time of leave.

## **ARTICLE 16: SICK LEAVE**

### **Section 1.**

All employees will earn sick leave with pay at a rate of .05 hours per hour paid in an unlimited amount. Sick leave cannot be used until the beginning of the pay period after which it is accrued.

### **Section 2.**

Employees may use sick leave only 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, 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.
- b. When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), the provisions of Employer's Family and Medical Leave Policy will apply.
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Employer's crime Victim's and Domestic Violence Leave 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. As otherwise required by law.

### **Section 3.**

Management will consider the following factors in determining if an employee is misusing sick leave:

- a. Use of sick leave in conjunction with regular days off, vacation, personal holidays, on two or more occasions with the preceding one year; or
- b. Patterns of sick leave usage; or
- c. Use of more than forty hours or more of unprotected sick leave, in the p r e c e d i n g twelve months.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate or who has expired all sick leave accruals during a period of approved FMLA, will not be deemed to be misusing sick leave.

#### **Section 4.**

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

#### **Section 5.**

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

During periods when an employee is receiving time loss payments from worker's compensation the employee will receive only the paid sick leave, if any, to bring the employee to full net take-home pay for the pay period. Employer may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding twenty percent gross wages until the total overpayment is recouped, or 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 will be credited with that portion of the sick leave repaid.

#### **Section 6.**

Sick leave will not continue to accrue during periods of unpaid leave.

#### **Section 7.**

Where the Employer has reason to believe an employee is physically incapable of performing the duties of their position, the Public Safety Manager may require the employee to take the Physical Capacity Test as provided for in Article 17 (b) Special Circumstances Test or submit to a physical examination by a physician selected by the Employer. The cost of such examination will be borne by the Employer and the information provided by the physician will be limited to whether or not the employee is

able to fully perform the duties of their position.

**Section 8.**

The Employer will abide by the Americans with Disabilities Act (ADA) in determining reasonable accommodation.

**Section 9.**

Reporting of Sick Leave to PERS: Employer will participate in the PERS unused sick leave program. Employer will report the number of unused sick leave hours to PERS as provided in ORS 238.350.

## ARTICLE 17: PHYSICAL CAPACITY TESTING

### Section 1.

It is the policy of Employer to provide a safe and secure environment for all of our guests and employees.

Facility Security Agents and Medical Technicians make a substantial contribution to the overall success of the Employer venues by providing building patrol and security, grounds patrol and security, citizen and employee assistance, emergency response, traffic and crowd control, detention and arrest of persons who violate local, state, and federal laws, and assistance in the evacuation of patrons and employees. It is critical that Facility Security Agents and Medical Technicians are able to perform all of the essential duties of the position at all times. Facility Security Agents and Medical Technicians are required to complete Physical Capacity Tests on an on-going basis.

### Section 2.

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the Public Safety Manager may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination will be borne by the Employer and the information provided by the physician will be limited to whether or not the employee is able to fully perform the duties of their position.

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

### Section 3.

#### a) Routine Testing

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

employees working in multiple job classifications under this agreement.

b) Special Circumstances Testing

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

c) Initiating a Routine Physical Capacity Test

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

d) Initiating a Special Circumstance Physical Capacity Test

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

e) Cost

The cost of the Physical Capacity Test will be borne by the Employer. To the degree possible, Physical Capacity Tests for existing employees will be scheduled during the employee's normal work hours. If it is not possible to schedule the test during an employee's normal work hours, the Employer will pay the employee for reasonable time spent traveling to and from the test and the time spent taking the test, including any applicable overtime.

f) Results of the physical capacity test will be delivered only to Human Resources. Human Resources will meet with the employee to discuss the results of the test and determine the employee's eligibility with regard to the Americans with Disabilities Act (ADA).

g) Existing employees who do not pass the Physical Capacity Test may retest within 30 days of the date of the original test. Employees who do not pass the Physical Capacity Test and who are not eligible with regard to the Americans with Disabilities Act (ADA) are subject to Article 26, Discipline, and Discharge, of the Collective Bargaining Agreement.

h) Employees who have a FMLA qualifying illness or injury on the date of their scheduled examination will have their tests rescheduled.

#### **ARTICLE 18: BLANK**

Employer and Union mutually agree to leave Article 18 blank for the duration of this Agreement.

## ARTICLE 19: HOLIDAYS

### Section 1.

- a. The following will be considered holidays for full-time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
2 Personal Days	To Be Scheduled

Full-time employees will receive the amount of hours of straight time pay equal to that of their regularly scheduled workday for each of the holidays enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee will receive one and one-half, time compensation for the time worked in addition to regular holiday pay.

b. Personal Holidays

Two Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday.

- a. Employees hired between January 1 and June 30 of each fiscal year will be entitled to one such holiday to be used by the end of the fiscal year.
- b. With the exception of instances provided in item 19.a above, personal holidays must be taken by the employee within the fiscal year in which they accrue.
- c. Subject to the needs of the Employer, personal days may be granted with less than twenty-four hours' notice. In the case of an emergency, same day approval may be granted with Supervisor's approval.
- d. An employee can use personal holiday hours in no less than four hour blocks of time.



**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

Employees interested in working the holiday will advise the Employer of their desire to do so at least 72 hours prior to the schedule being published.

Holiday work will normally be performed by the Full Time Facility Security Agent regularly scheduled to work on the day of the holiday.

If the regularly scheduled Full Time Facility Security Agent chooses not to work the holiday, Employer will offer available work on holidays to non-probationary Full Time Facility Security Agents who timely volunteer for the available shift based on seniority.

If no Full Time Facility Security Agents timely volunteer for the available shift, the available work will be offered to non-probationary Variable Hour Facility Security Agents based on seniority.

If no non-probationary Variable Hour Facility Security Agent is available, the least senior non-probationary Full Time Facility Security Agent will be assigned.

**Section 6.**

Variable Hour Facility Security Agents who work on a holiday will be compensated at a rate of one- and one-half times their normal rate for hours worked.

**Section 7.**

If employees trade shifts, they cannot incur overtime without the written permission of the supervisor.

**Section 8.**

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

## **ARTICLE 20: OTHER LEAVES**

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

The 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, personal holiday and vacation) for FMLA and OFLA leave prior to entering a period of unpaid leave of absence. The employee may choose the order in which to use their paid leave accruals during approved family leave time. In all cases an employee will designate the requested order of leave when completing an application for FMLA/OFLA.

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

All non-probationary employees may be granted a leave of absence without pay and benefits provided the leave can be scheduled without adversely affecting the Employer's operations.

All requests for leave of absence without pay will be in writing, directed to the department manager, and will contain reasonable justification for approval. All written requests and approvals will be filed in the Human Resources Department.

Requests of less than ten calendar days may be approved by the Department Director. This leave may be extended by the Facility Executive Director for up to ninety days. All requests for leave beyond ninety days and up to six months must be approved by the General Manager of Visitors Venues.

No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave will be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

The employee may elect to continue insurance benefits; however, premiums for extended benefits will be paid by the employee. Any and all extensions of coverage and benefits will be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan.

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

Upon written request, at least two weeks in advance and subject to operating requirements as determined by management, the Public Safety Manager will grant leave without pay for conducting Union business for up to three employees at any one time.

### **Section 4. Jury Duty & Court Appearances**

Full-time employees will 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 will provide Employer with written documentation of the jury duty summons or the witness subpoena at the earliest opportunity.
- b) Any employee required to appear in court to testify as part of assigned work will be paid four hours' pay or actual time required, whichever is greater. In addition, the employee will be reimbursed for mileage at the current IRS mileage rate.
- c) The employee on jury duty will pay all money received, to the Employer.
- d) An employee on jury duty who is on other than a day shift will 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 will waive all overtime and other premium pay as a result of the schedule change.
- e) Nothing in this Agreement prohibits the Employer from requesting the court to excuse the employee from jury duty.
- f) Variable hour employees will only be granted pay if the jury duty or subpoena is scheduled for a shift in which they were previously scheduled.

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

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

## **Section 6. Bereavement Leave**

- a) A full-time employee absent from duty by reason of the death of a family member as defined by the employee will be allowed time off from scheduled shift(s), not to exceed three days. If travel is required, up to four additional days (chargeable to sick leave) will be allowed
- b) 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.
- c) Subject to the needs of the operation, an employee may be given four hours of time off to attend a funeral ceremony of a co-worker within their own facility.

## **ARTICLE 21: LAYOFF**

### **Section 1.**

Layoff will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer will determine the number and classifications to be laid off. All employees on initial probation within the bargaining unit classification within the assigned facility selected for layoff will be laid off before any layoffs of regular full-time or variable hour non-probationary employees within the bargaining unit classification within the assigned facility. The term "assigned facility" as used in this Agreement means the facility where an employee predominantly reports for their shift.

### **Section 2.**

The layoff procedure will occur in the following manner:

- a) An employee will be given thirty calendar days' notice of layoff in writing.
- b) The least senior full-time employee will be laid off by bargaining unit classification within the assigned facility.
- c) An employee notified of pending layoff will select one of the following options and communicate such choice in writing to the Employer within ten calendar days from the employee is notified in writing:
  - 1) Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks or;
  - 2) The employee may elect to be laid off. Employees laid off will be placed on the layoff list for the classification from which they were removed.

### **Section 3.**

An employee who is laid off will have recall rights for two years to a vacant position in the classification within the assigned facility from which they were laid off and for which they are qualified to perform.

Employees recalled to a vacant position described in 21.3.A, will be in possession of a current DPSST certification within 30 days of recall. Employer has the

option to require the employee to pass a Special Circumstances test under Article 17(c)3 prior to the start of their first scheduled shift.

It is the responsibility of the employee to notify Human Resources of changes to their contact information in order to be eligible for recall rights.

#### **Section 4.**

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

## **ARTICLE 22: SENIORITY**

### **Section 1.**

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

### **Section 2.**

(a) Seniority for full-time Facility Security Agents and variable hour Relief Facility Security Agents will be defined as continuous service in an ILWU Security classification at their assigned facility. Seniority for variable hour Medical Technicians is based on continuous time spent in an ILWU represented Medical Technician classification at their assigned facility. If two or more employees have equal seniority time, the employee having the longest continuous service within their current classification at Employer will break the tie.

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

### **Section 3.**

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

### **Section 4.**

All contractual rights under this agreement and seniority time will be forfeited if an employee resigns, is terminated, retires, does not return to work from a leave of absence, or is on the layoff list for more than twenty-four months.

### **Section 5.**

Each year Employer will post a seniority list of employees no later than July 20 and January 20 on designated bulletin boards at the Oregon Convention Center and Portland's Centers for the Arts.



## **ARTICLE 23: FILLING VACANCIES**

All job opportunities for bargaining unit positions will follow the Employer's hiring processes and terms set forth in this Agreement.

Prior to opening a competitive recruitment for a vacancy represented by ILWU Local 28, the hiring manager will review the unit's workload needs to determine if the vacancy should be announced for internal applications first.

## **ARTICLE 24: CRIMINAL BACKGROUND CHECK**

### **Section 1.**

Employer will utilize a third-party vendor to conduct Criminal Background Checks on members working at all Employer venues owing to the sensitive and safety-related duties of their positions. Consistently with federal and state law, if there is an adverse report, employees will be notified directly from the third-party vendor regarding the results of their Criminal Background Check and provided the opportunity to dispute the accuracy or completeness of any such information.

### **Section 2.**

Following ratification of this Agreement the Employer will provide a thirty-day period for employees to self-disclose a criminal conviction. Following this thirty-day period the Employer will conduct Criminal Background Checks on current members and a list of these employees will be provided to the Union.

### **Section 3.**

If the Employer moves to discipline an employee based on the information received, the employee may choose to file a grievance as specified under Article 26.

### **Section 4.**

If the Employer determines that an employee's record requires that Employer terminate the employee, the Union, the employee, and Employer will discuss what, if any, terms and conditions the employee can seek as part of a full settlement, release, and resignation agreement with Employer.

## **ARTICLE 25: NEW AND REVISED CLASSIFICATIONS**

Employer will notify the Union when creating a new classification and/or substantially revising an existing bargaining unit classification that includes public safety duties. The Union will have ten calendar days to request negotiations on the wage rate for the new or revised classification.

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

## ARTICLE 26: GRIEVANCE PROCEDURE

### Section 1.

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

### Section 2.

In order to resolve workplace issues the employee alone or with a Union representative is encouraged to meet with the Public Safety Manager to discuss a possible resolution. If the issue is not resolved, the grievance will proceed to Step 1. The following will constitute the grievance procedure:

Step 1. An elected Union steward will file a written grievance with the Public Safety Manager within fifteen calendar days of the alleged violation or when the employee had first knowledge of such violation. The grievance must be signed by both the employee(s) and the Union steward. The Public Safety Manager will respond in writing to the grievance within fifteen calendar days following receipt of the grievance.

Step 2. If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Public Safety at the Oregon Convention Center or the Deputy Director at Portland's Centers for the Performing Arts, whichever is appropriate within fifteen calendar days after the response from the Public Safety Manager is due or received. The employee will respond in writing within fifteen calendar days following receipt of the grievance.

Step 3. If the grievance has not been answered or resolved at Step 2, it may be presented to the Executive Director of the Oregon Convention Center or Portland's Centers for the Performing Arts or their designee within fifteen calendar days from the date the Step 2 response is due or received. The Executive Director or their designee will respond in writing within fifteen calendar days following receipt of the grievance.

Step 4. A grievance that is not answered or resolved at Step 3 may be presented to the General Manager of Visitor Venues or their designee within fifteen calendar days from the date the Step 3 response is due or received. The General Manager of Visitor Venues or their designee will respond in writing within fifteen calendar days following the receipt of the grievance.

Step 5. A grievance that is not answered or resolved at Step 4 can be appealed to arbitration in writing by the Union. The Union will notify the Director of Human Resources Director, within fifteen calendar days from the date that the Step 4 response was due or presented to the other party.

### **Section 3.**

In order to advance the grievance, the Union will request a list of five arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen calendar days from the request for arbitration. Upon the receipt of the list of arbitrators, within fifteen calendar days both the Employer and the Union will have the right to strike three names from the list alternately; the last name remaining will be the impartial arbitrator. The Employer and the Union will flip a coin to determine who strikes first.

The parties will make best efforts to schedule arbitration within six months of selecting an arbitrator.

### **Section 4.**

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

### **Section 5.**

After receipt of the Step 4 response, Employer and the Union may mutually agree to take a grievance to mediation. The Employment Relations Conciliation Division will conduct the mediation.

### **Section 6.**

Providing that a written request is made before the due date, time limits may be extended by mutual agreement.

## **Section 7.**

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

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

## **ARTICLE 27: DISCIPLINE AND DISCHARGE**

### **Section 1.**

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

- Verbal reprimand,
- Written reprimand,
- Demotion,
- Suspension, or
- Termination

### **Section 2.**

Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article 26 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort will be made to avoid embarrassment to the employee before other employees or the public.

### **Section 3.**

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

### **Section 4.**

A non-probationary employee who is suspended without pay, demoted or terminated, may appeal such disciplinary action directly to Step 4 of the grievance procedure within fifteen calendar days from the effective date of the action. Any further written appeal beyond Step 4 will follow the requirement and time frames outlined in Article 26.

### **Section 5.**

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

## **Section 6.**

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



## **ARTICLE 28: PROBATIONARY PERIOD**

### **Section 1.**

The probationary period will be considered a continuation of the examination process. Every full-time employee upon initial appointment or promotion will serve a probationary period of six full calendar months. For variable hour employees, the probationary period will be five hundred and twenty hours. After two hundred sixty hours, the variable hour employee will receive a performance review, which shall be used for evaluation purposes only.

### **Section 2.**

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

### **Section 3.**

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

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

### **Section 4.**

An employee's probationary period will be extended by the number of hours an employee is absent from work during the probationary period. An employee's probationary period will not otherwise be extended without notifying the union.

**Section 5.**

A full time Facility Security Agent who has entered a probationary period due to a promotion from variable hour status will not have a reduction in wage due to their probationary status in their new job classification.

## ARTICLE 29: INCLEMENT WEATHER, EMERGENCY SHUT DOWN

The COO or their designee may decide to curtail operations or close an Employer facility during inclement weather, unsafe conditions, or regional emergency in order to protect the health and safety of employees and the public, or to protect Employer property.

### Compensation of Employees during facility closure:

- a. Modified Schedule: If the Facility Director or designee determines that inclement weather conditions exist or an Emergency Shutdown is necessary, and such determination results in the decision to open later than regularly scheduled hours or close, and staff are sent home before the end of their assigned shift, those employees will receive pay for the hours in that shift in which they are scheduled.
- b. Facility remains open: If a facility remains open and an employee scheduled to work determines that weather/road conditions make it unsafe to travel to their worksite, the employee may use accrued leave other than sick leave for that that regularly scheduled workday. With manager approval, subject to shift needs, the employee may be allowed to work additional hours within the same pay period to make up missed time so long as it does not result in overtime compensation for the employee.
- c. Employees not scheduled to work: Employees not scheduled to work or scheduled to be on approved leave during any facility closure will be compensated consistent with the work schedule or approved leave and should record their time according to the applicable leave policy without adjustment for the facility closure.
- d. 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).
- e. In instances where a facility closes or emergency closure pay is implemented, an employee who worked an overnight, graveyard, or third shift immediately prior to the closure will be paid according to subsection (d) above.

## **ARTICLE 30: SAFETY AND HEALTH**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3**

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

### **Section 4.**

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

## **ARTICLE 31: OUTSIDE EMPLOYMENT**

### **Section 1.**

Full-time employees may engage in outside employment, provided that the following conditions are met:

- a) They notify their supervisor of their other employment;
- b) If they work at another Employer facility employees are responsible for coordinating their schedule to minimize overtime work under this Agreement.
- c) Does not create a conflict of interest with the employee's duties; and
- d) Does not create an inability to perform employee's job duties for the Employer.

Outside employment consists of working at outside employers, whether public or private, and other Employer facilities or departments.

### **Section 2.**

Full time employees who engage in outside employment, including at another Employer facility or department, who violate the above conditions will be disciplined up to and including termination.

## **ARTICLE 32: BULLETIN BOARD**

The Employer will provide the Union a bulletin board for the posting of Union notices in the Security Office at the Oregon Convention Center and in the Storage Room, Antoinette Hatfield Hall, and stage door, at the Keller Auditorium. The Union will limit its posting of notices to such bulletin boards.

### **ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM**

Employer will provide at no cost to the employee an employee assistance program for all employees, their dependents, and any household members.

## ARTICLE 34: TRAINING

### Section 1. State Required License and Certification Renewals

- a. The Employer will pay for the following trainings and fees associated with licenses and/or certifications which are required by the State only as follows:
  1. Facility Security Agents
    - i. One DPSST Four Hour Refresher Class every two years, provided during paid working hours.
    - ii. One DPSST Renewal Fee every two years.
  2. Medical Technicians
    - i. One CPR Renewal class by American Heart Association or equivalent every two years, provided during paid working hours.
    - ii. One CPR Renewal fee every two years.
    - iii. Reimbursement of one EMT Basic renewal fee every two years, provided upon receipt.
- b. A copy of all licenses and certifications must be received in the Public Safety office prior to the expiration date. Failure to comply with any DPSST rule and/or regulation will result in the employee being removed from the security schedule and/or working any security positions and may be cause for termination.
- c. Facility Security Agents are responsible for maintaining DPSST certification and recertification. Failure of any Facility Security Agent to attend training and/or obtain certification and/or DPSST re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained and may result in disciplinary action up to and including termination.
- d. Medical Technicians are responsible for maintaining CPR and EMT-Basic certification. Failure of Medical Technicians to attend training and/or obtain CPR and/or EMT-Basic re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained and may result in disciplinary action up to and including termination.
- e. It is agreed to by both parties that if an employee is receiving any of the above trainings, classes, fees or reimbursements from an outside Employer, the Employer will not provide those associated trainings, classes, fees or reimbursements. It is further agreed



that other fees resulting from late applications, expired licenses, or other preventable fees will not be paid or reimbursed by the Employer.

## **Section 2. Employer Provided Training**

The Employer agrees to provide a private meeting or training space for ~~all~~ training and education. Training and education shall not be expected to be performed in any office where the public or other workers could disturb the process of training and education. The Employer agrees to provide the following trainings on an annual basis only as follows:

- a) Full-time and Variable hour Facility Security Agents
  - 1) First Aid
  - 2) AED
  - 3) Blood Pathogens
  - 4) Chemical Restraint, Baton, Handcuffs, and other defensive technologies or systems, as implemented by Employer
  - 5) Access Control
  - 6) Customer Service
  - 7) Fire Alarm
  - 8) Building Light Control
- b) Newly hired full-time Facility Security Agents will be provided the following trainings within three calendar months of hire: Report Writing; Fire Alarm; Tactical Radio; Self Defense Training; Chemical Restraint; Baton; and Hand Cuff.
- c) Medical Technicians
  - 1) First Aid
  - 2) AED
  - 3) Blood Pathogens
  - 4) Customer Service

## ARTICLE 35: CLOTHING/UNIFORM ALLOWANCE

### Section 1.

1. The Employer will continue to provide all required uniforms and equipment. Additionally, for all full-time employees the Employer will pay:
  - a. \$40.00 monthly for uniform and coat cleaning.
    - i. The uniform cleaning fee will be paid on the first paycheck of the month.
  - b. \$200 per year shoe allowance for safety-rated professional security shoes.
2. Following four hundred and eighty hours of employment and each contract term thereafter upon four hundred and eighty hours of employment, the employee will receive an allowance for the purchase of shoes as defined below.
3. For variable hour Facility Security Agents, the Employer will pay:
  - a. \$200 per term of the contract shoe allowance for safety-rated professional security shoes.
4. For variable hour Medical Technicians, the Employer will pay:
  - a. \$100 per term of the contract shoe allowance for black sneakers.
5. The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

### Section 2.

The Employer will provide the following uniform items for all employees per contract term:

- Two Uniform tops with appropriate Employer patches
- Two pairs of 5:11 tactical pants
- Two pairs of 5:11 tactical shorts
- One jacket (Security Agents Only)

In addition to the above, the Employer will provide all required equipment to Security Agents as defined in Article 30: Safety and Health.

Employees will be responsible for keeping issued uniforms and equipment in good working condition. Normal wear and tear is expected. In the event uniforms and/or equipment become too worn for use due to normal wear and tear as determined by management, the Employer will provide replacement items.

## **ARTICLE 36: PERSONNEL FILE**

### **Section 1.**

Employer will maintain one official personnel file for each employee. This file will be maintained by the Human Resources Department. No discipline provided to an employee under Article 26 will 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 will not be construed to mean the employee agrees with the content.

### **Section 2.**

An employee upon request will have the right to view all material in the employee's personnel file. No discipline provided to an employee under Article 26 may be used against an employee unless entered in the official personnel file as described in 36.1.

### **Section 3.**

At the employee's request, disciplinary material except discrimination and harassment policy violations, will be removed from the personnel file two 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, discrimination and harassment policy violations will be removed from the personnel file four years from the date the material was entered, and provided that the employee has received no other violations. A written record of a verbal reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Periodic performance appraisals will 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- or two-year period specified above. Any material of an adverse nature will 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 will not be maintained in the personnel file.

## **ARTICLE 37: PARKING**

### **Section 1.**

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

### **Section 2.**

All full-time Oregon Convention Center employees hired after January 1, 2003, that voluntarily elect to participate in the monthly parking program will pay the full cost of the parking program in pre-tax dollars but will be no greater than \$75 per month.

### **Section 3.**

Oregon Convention Center variable hour employees may purchase passes for the Lloyd lot or other lot designated by management for \$2.00 per entry on a first come first served basis.

### **Section 4.**

Employees working shifts at the Portland Expo Center may park at no cost to the employee in the Employer's designated lot.

Employees working shifts at Portland's Centers for the Arts are not provided parking by the Employer.

### **Section 5.**

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

### **Section 6.**

Tri-Met Pass: Based on the availability and Employer's participation in the plan, a Tri-Met pass may be made available to all employees working in an ILWU represented position who work 10 hours or more each work week for more than 6 months out of the year.

## Section 7.

Non-probationary, benefits-eligible employees are eligible to participate in Employer's Transit Demand Management (TDM) program, subject to incentives being funded.

- a) Bicycle/Walk Incentive: \$22.00 per month stipend will be provided for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute to a Metro work site for 80% of the month.
- b) Carpooling: If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) that are employees and park at a Metro facility, will be eligible for a parking reduction of \$11.00 per month per each eligible employee in the carpool; according to Employer's policy.
- c) Guaranteed Ride Home: For eligible employees participating in the TDM program who carpool, use transit, walk or bike to work the Employer will pay for a ride home if the need arises to leave work unexpectedly or stay late due to job demands or emergency.

## ARTICLE 38: RECOUPMENT OF PAYMENTS

### Section 1. Overpayments

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 will 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 will apply:

- a) 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.
- b) Where this process is utilized, the employee and Employer will meet and attempt to reach mutual agreement on a repayment schedule within thirty calendar days following written notification.
- c) If there is no mutual agreement at the end of the thirty calendar day period, the Employer will implement the repayment schedule stated in subsection (d) below.
- d) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment will be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary until paid in full. If the overpayment is less than 5% of the employee's regular monthly base salary, the overpayment will be recovered in a lump sum deduction from the employee's paycheck.

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.

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 for times to which the record/documentation has indicated, and the Employer agreed the employee was entitled, the Employer will notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the number of wages and/or benefits to be repaid. The Employer will correct any such underpayment made within a maximum period of one year after the notification and agreement of the amount owed.

## **ARTICLE 39: SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision will 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 will continue without interruption of the term of this Agreement.



#### **ARTICLE 40: TERM OF AGREEMENT**

This Agreement will be in full force and effect from July 1, 2023 until June 30, 2025, and it will cease and expire on that date.

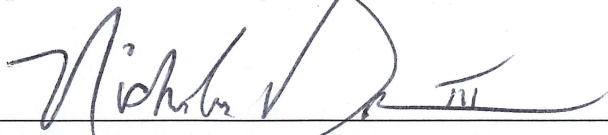
If notice is given as herein provided, representatives of the Employer and the Union will meet and will negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract will remain in effect during the continued good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

## Signature Page

### FOR METROPOLITAN EXPOSITION RECREATION COMMISSION



Christina Longo, Labor & Employee Relations  
Supervisor, Chief Negotiator



Nick Brown, Public Safety Manager, OCC



Derek Bliss, Director of Public Safety OCC



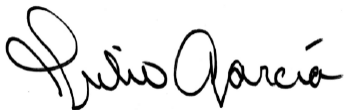
Ed Williams, Director of Operations, Portland'5



Felita Kahl, Public Safety Manager, Portland'5



Brian Joerg, Public Safety Manager Portland  
Expo Center

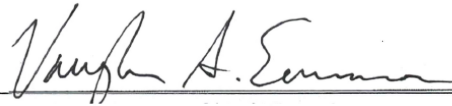


Julio Garcia, Director of Human Resources

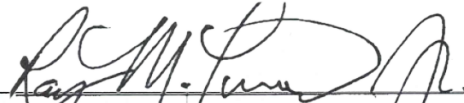


Steve Faulstick, General Manager, Visitor Venues

### FOR INTERNATIONAL LONGSHOREMEN AND WAREHOUSE UNION LOCAL 28



Vaughn Emmons, Chief Negotiator



Ray Turner, Jr. Bargaining Team



Earl Leichner, Bargaining Team

## EXHIBIT “A”: PAY SCHEDULE

Upon ratification of both parties, but no earlier than July 1, 2023, the following pay schedule will be implemented.

### ILWU, Local 28 Hourly Rate Pay Schedule, FY 2023-2024

<b>Pay Range</b>	<b>Job Code</b>	<b>Job Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
320	8261	Lead Security Agent	28.58	30.01	31.51	33.09	34.74	36.48	38.30
300	8260	Facility Security Agent	26.59	27.92	29.32	30.78	32.32	33.94	35.63
300	8132	Relief Facility Security Agent	26.59	27.92	29.32	30.78	32.32	33.94	35.63
310	8120	Medical Technician	24.17	25.38	26.65	27.98	29.38	30.85	32.39

**EXHIBIT B: GRIEVANCE FORM**  
**ILWU Local 28 – MERC Grievance**

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

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

Contract Article Violated: \_\_\_\_\_ Date(s) of Violation(s)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Step 2 Date:\_\_\_\_\_

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

\_\_\_\_\_ Step 3 Date:\_\_\_\_\_

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

\_\_\_\_\_ Step 4 Date \_\_\_\_\_

Submitted for arbitration: