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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, 2024 - June 30, 2026**

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## **Preamble**

This agreement is entered into by the Metropolitan Exposition-Recreation Commission, an appointed Commission of Metro, hereafter referred to as the "Employer," 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 will be applied equally to all employees in the bargaining unit without discrimination as to 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.

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

## **Article 1: Recognition**

Employees covered by this Agreement will be Event Custodians, Utility Maintenance Technicians, and Utility Leads in full-time, part time, and variable hour positions. 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 will be considered probationary employees for six months from the first day worked. The probationary period for part-time employees will be a minimum of 400 hours. An employee's probationary period will 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 will not reflect discredit on the employee.

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

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

**Part-Time:** Part-time employees are not entitled to vacation pay, health and welfare, personal holidays, or other benefits offered by Employer such as life insurance, unless otherwise explicitly stated.

**Variable hour:** Variable hour employees represented by the union shall be limited to working less than one thousand forty (1,040) hours per fiscal year. Variable hour employees are not entitled to vacation pay, health and welfare, or other benefits offered by Employer such as life insurance, unless otherwise explicitly stated.

**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 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.

### **Article 3 Union Security**

#### **Section 1.**

Membership or non-membership in the Union will be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union will 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 will 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 will pay the fair-share amount described above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee will furnish proof to the Union that this has been done.

#### **Section 4.**

The effective date of withholding Union membership dues or fair share will 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, will 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 will be solely responsible for such reimbursement.

## **Article 4: Union Representatives**

### **Section 1.**

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

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's or employee's duties, the direct supervisor will, 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 perform Steward duties will not be paid for such time.
- c) Internal union business will be conducted by Stewards and employees during their non-duty time.
- d) One Steward, on Employer time, can process and investigate any one 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 will 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 Employer.

### **Section 3.**

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

## **Article 5: 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 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 will 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 Human Resources Department.

All members of the bargaining unit will be treated equally without regard to 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, and in full accordance with Employer's anti-bullying policy.

#### **Article 8: Hours of Work and 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.

It is understood that for employees covered under this Agreement, the standard work shift will be eight consecutive hours not including overtime.

Notwithstanding the workweek set forth above, Employer may, at its discretion, choose to

implement a work schedule consisting of four ten-hour shifts.

## **Section 2.**

All employees will be compensated at the rate of time and one-half for all authorized work performed in excess of eight hours in any workday, or forty 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 hours in any workday or forty hours in any workweek.

Overtime compensation will 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 or more consecutive days, crossing into the following regular workweek, overtime pay will be given for all time worked over forty hours until a day off is provided. At no time will an employee's wages exceed time and one half as a result of these provisions.

## **Section 3.**

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 minutes before their scheduled shift starts.

## **Section 4.**

Any employee required to return to work with less than nine hours from the end of their last shift will be paid at a rate of time and one-half for the first hours worked of their incoming shift until nine (9) hours have elapsed since the end of their last shift. This section will not apply if an employee volunteers to come in with less than nine 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 will be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes will be defined as any shift which begins between 5:30 a.m. and 12:00 p.m., including a paid one-half hour lunch period.

The second or swing shift for pay purposes will be defined as any shift which begins between 12:00 noon and 8:00 p.m., including a paid one-half hour lunch period. Employees scheduled on the second shift will receive a shift premium of one dollar (\$1.50) per hour in addition to the regular hourly rate for all hours worked on that shift.

The third or graveyard shift for pay purposes will be defined as any shift which begins between 8:00 p.m. and 5:30 a.m., including a paid one-half hour lunch period. Employees scheduled on the third shift will receive a shift premium of one dollar and 20 cents (\$1.70) per hour in addition to the regular hourly rate for all hours worked on that shift.

When a position vacancy in FTE shift (day, swing, or night) occurs, the opening will be posted within fifteen days, and the employee in the same classification and who is in good standing, having seniority who requests such opening will be given preference provided that, such employee is able to perform the work with proper experience and qualifications necessary for the posted job opening.

## **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, will 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, will be paid for a minimum of four hours at the rate of one and one-half times the regular rate.

## **Article 11: No Strike or Lockout**

### **Section 1.**

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 Employer. During the term of this 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, picketing, 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 work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section (1) above to return to work.

## **Article 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 will present the grievance, on the official grievance form, to the employee's immediate supervisor for adjustment within fourteen calendar days of the date on which the events occurred giving rise to the grievance. The Human Resources Department will simultaneously receive a copy of the grievance. An employee's supervisor will respond promptly, but in no event more than fourteen 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 will be submitted in writing to the facility director or designee, by the Union representative within fourteen calendar days. The Human Resources Department will simultaneously receive a copy of the grievance. The facility director or designee will respond in writing to the Union representative within ~~ten~~ fourteen calendar days after receipt.
- 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 or their designee within fourteen calendar days from the receipt of the facility director or designee's written response. The Human Resources Department will simultaneously receive a copy of the grievance. The General Manager will respond in writing within fourteen calendar days from receipt of the grievance.
- Step 4 Should the parties fail to settle the grievance within seven calendar days from the date of



submission to the General Manager of Visitor Venues, or their designee, it may be referred in writing within seven calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties.

The Board of Adjustment will consist of two members designated by the General Manager of Visitor Venues, and two members designated by the Union. Members of the Board of Adjustment will not be from any of the facilities or local union under the jurisdiction of this Agreement. The Board of Adjustment will convene within ten calendar days following referral of the grievance to hear evidence submitted by the parties involved. The Board of Adjustment will decide the issue by majority vote of its members within five calendar days following the hearing. A majority decision of the Board of Adjustment will be final and binding on all parties. The grievance will be considered unsettled in the event of a split decision.

- Step 5 If the grievance is still unsettled, the Union will, within ten 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 Employer's Human Resources Director. In order to advance the grievance, the Union will request a list of seven arbitrators from the State of Oregon Mediation and Conciliation Services within ten calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fourteen 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.

The fees and expenses of the arbitrator will be shared equally by the Employer and the Union. All other expenses will be borne by the party which incurs them. Each party will 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 will jointly share the cost of the transcript and all copies.

The designated arbitrator will conduct a hearing, and then issue a decision which will be final and binding on the parties. The arbitrator will 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 will 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 will be strictly adhered to. The Employer will 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 will 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**

## **Section 1.**

For both full and part-time employees, seniority will be computed from date of hire into a represented IUOE 701-1 classification. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff will be calculated as the total time from the original appointment in the bargaining unit.

In the event that two employees in the same classification have the same seniority date, seniority will be determined by the employee ID number: the lowest of the two numbers will be considered most senior.

## **Section 2.**

Seniority will be applied for layoffs and elsewhere as specified in this Agreement.

## **Section 3.**

Time spent on approved leave or as a result of an on-the-job injury or illness will not be considered a break in service. Time spent on leave without pay as specified in Article 21, Section 2 will be considered a break in service. Seniority will not accrue during a break in service but will continue to accrue upon return from a break in service.

~~MERC~~ Employer will publish and distribute annually and thirty days prior to any lay off a seniority list for all employees.

## **Article 14: Layoff**

A. Lay off will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The General Manager of Visitor Venues, will determine the number and classifications to be laid off. All ~~temporary~~ variable hour, part-time, and probationary employees within the classification within the assigned facility selected for layoff will be laid off prior to any layoff of permanent employees within the classification.

B. In the event of a layoff, Employees will be laid off by classification within a facility, with the least senior employees laid off first based on total service within the bargaining unit. Employees will be given thirty days' notice of layoff in writing.

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

Probationary employees may be disciplined or discharged without just cause.

Employees will 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 will be made to avoid embarrassment to the employee before other employees or the public.

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

Employees will be permitted to review information in their personnel files that was generated during their active employment status with the Employer. Copies of all written disciplinary notices to employees will also be provided to the Union within seven working days of issuance.

Upon employee’s request, current records of any disciplinary action will be removed from personnel file after a twenty-four-month period from the date of issuance, except when there are other disciplinary notices of similar or related nature in which case all related notices will be invalid after a twenty-four-month period from the date of the most recent notice. Upon written request from the employee, a supervisor may have invalid documents removed from their file. At the employee’s request, extreme cases like discrimination and harassment policy violations will be removed from the personnel file four 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 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 17: Salary Administration**

#### **Section 1.**

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

- Effective upon ratification but no earlier than the pay period including July 1, 2024, wages will be increased by 3.0%.
- Effective upon ratification but no earlier than the pay period including July 1, 2025, wages will be increased by 2.5%.

Employees hired after ratification of this agreement into Variable hour positions will remain at Step 1 of the pay scale.

Exhibit “A” will reflect each increase as specified herein.

It is the goal and intention of the Employer to abide by the Oregon Pay Equity Act and pay employees performing work of comparable character equitably while taking into consideration the

bona fide factors of seniority, education, and experience as well as any combination of these factors. As such, employees performing work of comparable character may, on occasion, be paid at different compensation levels on the basis of one or more of the factors identified in this Article.

## **Section 2.**

The probationary period for full time employees will be six (6) months. If an employee takes a leave of absence during the probationary period, their probationary period will be extended for the equivalent period of time. The probationary period for part time employees will be 400 hours.

Full time and part time employees 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.

## **Article 18: Vacation Leave**

### **Section 1.**

Vacation leave with 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 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 3 years	.0577 hours		120 hours
4 years through completion of 7 years	.0692 hours		144 hours
8 years through completion of 11 years	.0808 hours		168 hours
12 plus 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 accumulate more than two hundred and seventy hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement will be forfeited. If an employee is close to reaching the two hundred seventyhour 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 will 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 will schedule vacation for their respective staff with consideration for vacation accrued, seniority, staff requests, and for the work requirements of the department. Vacation requests will be submitted through the employee's immediate supervisor and approved by the Operations Manager on an "Employee Leave Request Form." Requests for vacation leave will be submitted at least two weeks prior to the desired vacation time.

### **Article 19: Sick Leave**

#### **Section 1.**

All bargaining unit members will earn sick leave with pay at a rate of .05 hours per hour paid, including overtime accrued in an unlimited amount.

#### **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, stepparent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent, and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b) When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), or Paid Leave Oregon.
- c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Employer's 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 sixty 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 21, employees unable to report to work due to illness will report the reason for the absence to their supervisor ninety minutes prior to the scheduled beginning of their shift. The supervisor may require sick leave beyond three 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 will 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 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 will be credited with that portion of the sick leave repaid.

#### **Section 5.**

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

### **Article 20: Holidays**

#### **Section 1.**

The following will 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
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>
2 Personal Days	To be Scheduled

Full-time employees will receive eight hours of straight time pay for each holiday enumerated above on which they perform no work. Full-time employees who work a 4-10 schedule will receive ten (10) hours of straight time pay for each of the holidays set forth above on which they perform no work.

If an 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.

Event Custodians will receive one- and one-half-time 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 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 sixteen hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue.

- Employees hired between July 1 and December 31 of the fiscal year will receive sixteen hours leave.
- Employees hired on or after January 1 but before June 30 of the fiscal year will receive eight

hours leave.

In addition to the above holidays, part-time employees who complete their initial probationary period will be eligible to take up to eight hours of personal holiday time. 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 will accrue eight hours of personal holiday time. 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 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 will be lost and are not compensable.

## **Section 2.**

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

## **Section 3.**

No employee will 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 will normally be notified of holiday work schedules at least fourteen 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 will 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 calendar days. Leaves of absence without pay for periods in excess of ninety calendar days, but not exceed six months, must be approved by the General Manager of Visitor Venues. Requests for such leave must be submitted ten 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 will be paid by the employee. Any and all such extension of insurance benefits will 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 will 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 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 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 granted such leave will pay all money received except travel allowance, to the Employer.
- b) 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. Nothing in this Agreement will prohibit the Employer from requesting the court to excuse the employee from jury duty.

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

Eligible employees will be granted military leave with pay, as required by law. Any remaining leave will 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 an immediate family member as defined by the employee will be allowed not to exceed three days of leave with pay within ninety days of notification of the event. Additional leave may be granted upon approval. However, such leave will 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 additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full-time employee may be granted four 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 Joint Labor Management Committee (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 Human Resources Director 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 voting member to serve on the Joint Labor- Management Committee on Health Benefits. This bargaining unit will be represented by IUOE 701.

Employer will make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available. 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 Human Resource Director and Chief Operating Officer. The Chief Operating Officer 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 of the month following thirty days 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  $\$1,000 - (.8 \times \$920) = \$264.00$*
- *An employee working a 30-hour weekly average would pay  $\$1,000 - (.75 \times \$920) = \$310.0$*

## **Section 3. Premium Sharing**

Employer will contribute ninety-two percent of the insurance premium costs per plan and employees will pay eight percent 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 benefits eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Employer.

**Section 4. Life, Long Term Disability and Accidental Death and Dismemberment Insurance** Life insurance and accidental death and dismemberment and long-term disability coverage will be provided to all employees who are health insurance benefit eligible and will be maintained at current levels at no cost to the employee.

## **Article 23: Retirement**

Employees will continue to be eligible for participation in the Public Employee Retirement System PERS pursuant to the law. Full-time employees will continue to have the Employer “pick-up” their required six percent 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 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:
  - i) The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two years after the notification.
  - ii) 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.
  - iii) 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 below.
  - iv) If the overpayment amount to be repaid is more than five percent of the employee’s regular monthly base salary, the overpayment will be recovered in monthly amounts not exceeding five percent of the employee’s regular monthly base salary, the overpayment will be recovered in a lump sum deduction from the employee’s paycheck. If an employee leaves Employer service before Employer fully recovers the overpayment, the remaining amount may be deducted from the employee’s final check.
- b) An employee who disagrees with the Employer’s determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- c) This Article does not waive the Employer’s right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

### **Section 2. Underpayments**

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 will 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 will 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**

A. Full-time employees covered by this Agreement will receive five sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, full-time employees will receive up to six items, shirts, or pants, as needed. The Employer will also provide one good quality coat per contract.

B. Upon presentation of an original receipt of purchase, full-time employees covered by this Agreement will be reimbursed up to one hundred dollars (\$150) per fiscal year for quality work shoes. Employees are expected to wear these shoes on the job.

C. Part-time employees covered by the Agreement will receive two sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, part-time employees will receive up to three items, shirts, or pants, as needed.

D. Part-time and Variable hour employees who perform outside custodial duties will be provided on good quality coat per contract, to be used and stored on site and laundered on site, as needed.

E. Employer will provide all safety and rain gear to be stored and used on site as needed.

## **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 will 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 will conduct or arrange for training in emergency procedures and for safety training on all new products and equipment.

The Employer will 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 will 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 will promptly report the same to their supervisor. The supervisor will promptly take appropriate action.

### **Section 4.**

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

## **Article 28 Inclement Weather**

Upon determination by the Executive Director of Portland's Centers for the Arts or their designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close and send staff home before the end of their assigned

shift, those employees will receive pay for the hours in that shift in which they are scheduled. Employees who are required to report to work or stay at work when other staff are sent home when the inclement weather determination has been made and the facility has been closed will be compensated for hours worked at the overtime rate for that shift only.

## **Article 29: 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 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 for the term of this Agreement.

### **Section 2.**

In the event of a conflict between this Agreement and Employer policy, the terms of the Agreement will apply.

## **Article 30: 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 will 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 will not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors will be resolved through the grievance process.

## **Article 31: Parking**

Employer will purchase one parking pass for street parking in the City of Portland, to be used by Utility Leads at P'5 locations, when circumstances require them to use their personal vehicles in the course of performing their job duties.

## **Article 32: Term of Agreement**

This Agreement will remain in full force and effect from the signing of this Agreement to June 30, 2026. This Agreement will be automatically renewed from year to year thereafter unless either party gives written notice at least 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****FY 2023-2024**

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	22.12	23.23	24.40	25.61	26.90	28.24	29.65
130	8632	Utility Maintenance Technician	24.40	25.61	26.90	28.24	29.65	31.14	32.70
134	8636	Utility Lead	25.61	26.90	28.24	29.65	31.14	32.70	34.36

**FY 2024-25**

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	22.78	23.93	25.13	26.38	27.71	29.09	30.54
130	8632	Utility Maintenance Technician	25.13	26.38	27.71	29.09	30.54	32.87	33.68
134	8636	Utility Lead	26.38	27.71	29.09	30.54	32.07	33.68	35.39

**FY 2025-26**

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	23.35	24.53	25.76	27.04	28.40	29.82	31.30
130	8632	Utility Maintenance Technician	25.76	27.04	28.40	29.82	31.30	32.87	34.52
134	8636	Utility Lead	27.04	28.40	29.82	31.30	32.87	34.52	36.27

## **Signature Page**

**For Metropolitan Exhibition-Recreation Commission**



Steve Faulstick, General Manager Visitor Venues



Robyn Williams, Executive Director, Portland'5



Brian Wilson, Deputy Director, Portland'5



Ed Williams, Director of Operations, Portland'5



Lorri Calhoun, Operations Supervisor, Portland'5



Leslie Smith, Facility Manager, Portland'5



Ali Little, Labor and Employee Relations Manager



Christina Longo, Labor and Employee Relations Supervisor

**For International Union of Operating Engineers,  
Local 701-1**



James Anderson, Business Manager/Financial Secretary