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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, 2019-June 30, 2022**

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## **PREAMBLE**

This agreement is entered into by the Metropolitan Exposition Recreation Commission (MERC), 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 shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association, or political affiliation, mental or physical disability veteran's status or any other class protected by law.

Except as otherwise provided by law, 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 Metropolitan Exposition-Recreation Commission: all full-time regular Facility Security Agents, all Lead Facility Agents, all Relief On-Call Security Agents; and all Medical Technicians.

### **Section 2.**

Any dispute concerning bargaining unit composition shall 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 shall 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 (90) calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period.

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

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

Part-time: Relief On-Call Facility Security Agents and Part-Time Med Techs are scheduled on an on-call basis to relieve or supplement Full-time Security Agents to meet facility needs.

### ARTICLE 3: MANAGEMENT RIGHTS

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

- A. Determining MERC's mission, policies, and all standards of service offered to the public and other local governments;
- B. Planning, directing, controlling and determining the operations or services to be conducted by employees of MERC;
- C. Determining the methods, means, number of personnel needed to carry out any department's mission;
- D. Directing the work force and issuing or changing work orders and rules.
- E. Hiring and assigning or transferring employees within or between departments;
- F. Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- G. Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- H. Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining, including issuing rules over 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.**

All employees covered by this Agreement shall within thirty (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.

### **Section 2.**

Fair share payments authorized by this Article shall be deducted by the Employer. The Union assumes responsibility for repayment of monies found to be illegally deducted by the Employer under this Article. It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes, and laws.

### **Section 3.**

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 shall 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 and fair share payments shall be transmitted to the Union within ten (10) 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 3, 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 MERC. During the term of the Agreement neither MERC nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

### **Section 2.**

If any work stoppage, slowdown, or strike shall take place, the Union agrees to immediately notify any employees, engaging in such activities, to cease and desist and to publicly declare that such 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 (30) calendar days from the signing of the Agreement, the Union will notify the Special Services 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 shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward or employee's duties, the direct supervisor shall, 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 MERC 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 shall not be paid for such time.
- e) Internal Union business shall 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 (1) Steward, on Employer time, can process and investigate any one (1) 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 shall be subject to normal building security requirements unless special arrangements are made. Such visits shall 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'5 Centers for the Arts, and Portland Expo Center which constitute an economic benefit to employees covered by this Agreement shall 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 shall not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors shall 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, race, color, creed, religion, national origin, association, or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

## ARTICLE 9: WORK SCHEDULES

### Full-time Employees

#### Section 1.

The normal work schedule for Full-time Facility Security Agents shall be any forty (40) hour work schedule approved by management that includes a minimum of two (2) 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 shall bid for work shifts established by the Employer under the following conditions:

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1 and January 1.
- b) When shifts and days off are bid, the employee shall 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), except as stated in subsection (a) above.
- c) A newly hired employee on initial probation shall 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. 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 Special Services Manager will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Steward and the MERC Special Services Manager do not agree, the Director of Operations, will have the authority to make the decision to move the employee to the bottom of the list. 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. If any employee refuses to sign up for a shift by December 15 or June 15, the Special Services 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 shall 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 shall 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 shall be posted two (2) 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 (24) 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 (8) consecutive hours not including overtime. These employees will be provided a thirty (30) minute lunch period on the Employer's time. Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) 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 agree 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 (8) hours per day, but will be liable for overtime pay for hours in excess of forty (40) 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 (4) hours before their scheduled shift starts. In case of an emergency, the employee will contact the employer at the first opportunity.

## **Section 9 Part-time Employees.**

MERC will determine how Part-time Security Agents and Med Techs are scheduled based on employee availability and event need. Part-time Security Agents and Med Techs shall 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 (2) times per calendar year in the event of planned vacations. Other legally 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 (4) times within any 12-month period. For purposes of comparison, records will include availability and work schedules.

## **Section 10.**

Work schedules for Part-time Security Agents shall be posted ten (10) 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 (24) hours notice will be given for temporarily changed work schedules.

## **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 (8) hours per day, but will be liable for overtime pay for hours worked in excess of forty (40) 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 management must fill an open or additional shift, it will use good faith efforts to offer the shift to part time employees. If no part-time employees accept the assignments, Management may, at its discretion, fill the open shifts with full time employees. If no full-time employees accept the assignment, management reserves the right to use a 3rd party contractor to fill open shifts.

## **Section 13.**

All employees who have clocked into the payroll system to perform a scheduled shift or any add on shift shall be entitled to a minimum of four (4) hours of pay. This section does not apply to trainings or other meetings.



## **ARTICLE 10: OVERTIME**

### **Section 1.**

The workweek is defined as seven (7) 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 Security Agents shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) 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 (40) hours in any workweek.

Overtime eligibility for Part-Time Med Techs shall be limited to the rate of time and one -half ( $1^{1/2}$ ) for all authorized work performed in excess of forty (40) hours in any workweek.

### **Section 3.**

All employees who "double-back," who are scheduled to return to work with less than ten (10) 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 (40) hours in a work week.

### **Section 4.**

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

### **Section 5.**

The Employer shall 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 shall 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 shall 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 Special Services Manager.

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

### **Section 1.**

Shift differential pay shall only apply to all Full-time Lead, Full-time Facility and Part-time Security Agents in the bargaining unit . For purposes of pay in this Article only, swing shift shall 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 shall 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 shall 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" per 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" per their classification as specified in Exhibit A.

For Security Agents and Lead Security Agents, employees shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) 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.

Upon ratification by both parties, but no earlier than July 1, 2019, wages in Exhibit A will be implemented. For Security Agents and Lead Security Agents, employees will be placed on a new step schedule based on seniority within classification, but in no case will receive a lower rate of pay.

Effective July 1, 2020, wages in Exhibit A will be increased 3.0%

Effective July 1, 2021, wages in Exhibit A will be increased 3.0%

## ARTICLE 13: HEALTH AND WELFARE

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

Metro will convene a JLMC for health benefits, comprised in accordance with adopted by-laws, shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to serve and vote on the JLMC. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro. A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer and the Human Resources Director shall consider the committee's recommendations and have the authority to make Plan modifications as necessary.

### Section 2. Benefit Eligibility

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

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

*Example:* using a health insurance premium of \$1,000 and MERC'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**

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

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

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

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

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

## **ARTICLE 14: RETIREMENT**

For employees active on the payroll as of June 30, 2012, Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions.

Any employees hired July 1, 2012 or thereafter will pay the entire six (6) percent of base salary employee contribution through payroll deductions.

Unused accrued hours of sick leave will be reported to PERS at the time an employee separates from employment with Metro.

## ARTICLE 15: VACATION LEAVE

### Section 1.

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

Total Years of Service	Accrual Rate at 24 Pay Periods/Year	Vacation Rate Per Year
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

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 fifty (250) hours of vacation leave. Additional hours that would have been accrued at the rates in this Agreement shall be forfeited unless a vacation request that was submitted at least three (3) 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 Metro Human Resources Director to have an extended period of time to bring their accrual below the maximum or to have up to six (6) 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 shall 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 shall not be made if separation occurs prior to the completion of the initial probationary period.



**Section 4.**

The Special Services Manager or their designee shall 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 shall be submitted through the employee's immediate supervisor and approved by the Special Services Manager on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

**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 bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid. Qualified employees shall be eligible for use of earned sick leave immediately after it is earned.

### Section 2.

Employees are eligible to 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, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law.
- b. When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), the provisions of Metro's Family and Medical Leave Policy will apply.
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
- d. In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.
- e. 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 (1) year; or

- b) Patterns of sick leave usage; or
- c) Use of more than forty (40) hours or more of unprotected sick leave, in the preceding twelve (12) 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, shall not be deemed to be misusing sick leave.

#### **Section 4.**

Employees unable to report to work shall report the reason for absence to their supervisor at least four (4) 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 shall be entitled to use a maximum of four (4) consecutive workday's sick leave without a signed doctor's statement if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive workday's sick leave without a doctor's certification.

#### **Section 5.**

MERC 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 shall receive only the paid sick leave, if any, to bring the employee to full net take-home pay for the pay period. MERC may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or MERC and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

#### **Section 6.**

Sick leave shall 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 Special Services 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 shall be borne by the Employer and the information provided by the physician shall 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.

## ARTICLE 17: PHYSICAL CAPACITY TESTING

### Section 1.

It is the policy of the Metropolitan Exposition Recreation Commission (MERC) to provide a safe and secure environment for all of our guests and employees. Security Agents and Med Techs make a substantial contribution to the overall success of the MERC 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 Security Agents and Med Techs be able to perform all of the essential duties of the position at all times. Security Agents and Med Techs 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 Special Services Manager may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall 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 Med Techs will be required to take a physical capacity test.
- All Facility Security Agents, Relief Facility Security Agents and Med Techs 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 his/her position based on an employee's job performance, the supervisor may seek a Physical Capacity Test to determine the employee's capacity to perform his/her duties.
  - c) Initiating a Routine Physical Capacity Test  
The supervisor will coordinate all routine Physical Capacity Tests with an Occupational Health Provider. A copy of the test is attached as Exhibit D.
  - d) Initiating a Special Circumstance Physical Capacity Test  
Before initiating a Special Circumstance Physical Capacity Test, the supervisor will first confer with Metro 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 Metro 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: WORK-RELATED COURT APPEARANCES**

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 rate.

## ARTICLE 19: HOLIDAYS

### Section 1.

The following shall be considered holidays for full-time employees:

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

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1½), time compensation for the time worked in addition to regular holiday pay.

In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal time. An employee must request and obtain prior approval before taking such leave.

Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before, December 24 will receive sixteen (16) hours leave.

Subject to the needs of the employer, personal days may be granted with less than twenty-four (24) hours notice. In the case of an emergency, same day approval may be granted with Supervisor's approval. An employee can use personal holiday hours in no less than four (4) hour blocks of time.

All personal days must be used within the same fiscal year in which they accrue. Any personal days not used by June 30 will be lost.

### Section 2.



Holidays that occur during vacation or paid sick leave shall 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 shall normally be notified of holiday work schedules at least fourteen (14) days in advance, except in situations over which the Employer has no control.

**Section 5.**

Holiday work will normally be performed by the employee regularly scheduled to work on the day of the holiday. If the regularly scheduled employee chooses not to work the holiday, MERC shall offer available work on holidays to volunteers. This work will be offered by seniority per scheduled shift. 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. If two or more employees volunteer within 72 hours prior to the holiday, the most senior will be selected. If there are no volunteers, the work will be given to a non-probationary on-call employee. In the event that an on-call employee is not available, the least senior non-probationary full-time security agent will be assigned.

**Section 6.**

Part-time agents who work on a holiday will be compensated at a rate of one and one half (1½) times their normal rate for hours worked.

**Section 7.**

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

**Section 8.**

Management 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. During periods of leave covered by the FMLA/OFLA statutes identified above, except for parental leave, eligible employees must use accrued or accumulated paid leave time, including sick, vacation, and personal holiday 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. During periods of parental leave covered under FMLA/OFLA an eligible employee may use unpaid leave prior to paid leave. In all cases an employee shall 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 such leave can be scheduled without adversely affecting the operations of the Employer.

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

Requests of less than ten (10) calendar days may be approved by the Department Director. This leave may be extended by the Facility Director for up to ninety (90) days. All requests for leave beyond ninety (90) days and up to six (6) months must be approved by the Metro 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 shall 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 such extended benefits shall be paid by the employee. Any and all such extensions of coverage and benefits shall be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan.

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

Upon written request, at least two (2) weeks in advance and subject to operating requirements as determined by management, the Special Services Manager shall grant leave without pay for conducting Union business for up to three (3) employees at any one time.

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

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

- a) The employee granted such leave shall pay all money received, except travel allowance, to the Employer.
- b) An employee on jury duty who is on other than a day shift shall be temporarily assigned to day shift for the duration of jury duty. An employee whose shift is temporarily changed as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change.
- c) Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.
- d) Part-time 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 shall be granted military leave with pay, as required by law. Any remaining leave shall be without pay.

## **Section 6. Bereavement Leave**

- a) A full-time employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or relatives of other domestic partners that are equivalent to those in-laws or other household members shall be allowed three (3) days time off duty which shall not affect accrual of vacation or sick leave. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's vacation leave hours.
- b) If travel is required, two (2) additional days, chargeable to sick leave, may be allowed upon approval of the Special Services Manager.
- c) Subject to the needs of the operation, an employee may be given four (4) hours time off to attend a funeral ceremony of a family member as defined in Section 6.A above, or co-worker within their own facility.

## **ARTICLE 21: LAYOFF**

### **Section 1.**

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer shall 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 shall be laid off before any layoffs of regular full-time or on-call 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 his/her shift.

### **Section 2.**

The layoff procedure shall occur in the following manner:

- a) An employee shall be given thirty (30) calendar days notice of layoff in writing.
- b) The least senior full-time employee shall be laid off by bargaining unit classification within the assigned facility.
- c) An employee notified of pending layoff shall select one (1) of the following options and communicate such choice in writing to the Employer within ten (10) 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 shall be placed on the layoff list for the classification from which they were removed.

### **Section 3.**

An employee who is laid off shall have recall rights for one year 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. It is the responsibility of the employee to notify the Metro Human Resources Department of changes to his/her contact information in order to be eligible for recall rights.

**Section 4.**

On re-employment of laid off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to their last known address. The employee shall have five (5) days to report their intentions to the Employer and shall report to work within two (2) 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 shall apply where an Article in this agreement specifically and expressly authorizes it.

### **Section 2.**

(a) Seniority for full-time Security Agents and Relief on-call Security Agents shall be defined as continuous service in an ILWU Security classification at the assigned facility. Seniority for part-time Med Techs is based on continuous time spent in an ILWU represented Med Tech classification at the assigned facility. If two (2) or more employees have equal seniority time, the employee having the longest continuous service within their current classification at MERC shall 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 (90) calendar days shall be deducted from the computation of continuous service.

### **Section 3.**

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

### **Section 4.**

All contractual rights under this agreement and seniority time shall 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 twelve (12) months.

### **Section 5.**

Each year MERC 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 5 Centers for the Arts.



**ARTICLE 23: FILLING VACANCIES**

All job opportunities for bargaining unit positions will follow the MERC/Metro hiring process.

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

### **Section 1.**

Consistent with federal and state law, the Employer will utilize a third party vendor to conduct Criminal Background Checks on members working at all Metro venues owing to the sensitive and safety-related duties of their positions. 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 30 day period for employees to self-disclose a criminal conviction. Following this 30 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 12.

### **Section 4.**

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

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

MERC shall notify the Union when creating a new classification and/or substantially revising an existing bargaining unit classification that includes security duties. The Union shall have ten (10) 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 shall remain in effect during the period of negotiations between MERC and the Union. If negotiations result in an increase in the wage rate, the increase shall be effective back to the date the new or revised classification was implemented.

## ARTICLE 26: GRIEVANCE PROCEDURE

### Section 1.

A grievance shall 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 shall 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 Special Services Manager to discuss a possible resolution. If the issue is not resolved, the grievance shall proceed to Step 1. The following shall constitute the grievance procedure steps:

- a) Step 1. An elected Union steward shall file a written grievance with the Special Services Manager within fifteen (15) 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 Special Services Manager shall respond in writing to the grievance within fifteen (15) calendar days following receipt of the grievance.
- b) Step 2. If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Operations at the Convention Center or the Operations Manager at Portland Center for the Performing whichever is appropriate within fifteen (15) calendar days after the response from the supervisor is due or received. The employee shall respond in writing within fifteen (15) calendar days following receipt of the grievance.
- c) Step 3. If the grievance has not been answered or resolved at Step 2, it may be presented to the Oregon Convention Center or Portland Center for the Performing Arts Executive Director or their designee within fifteen (15) calendar days from the date the Step 2 response is due or received. The Director or designee shall respond in writing within fifteen (15) calendar days following receipt of the grievance.
- d) Step 4. A grievance that is not answered or resolved at Step 3 may be presented to the General Manager, Visitor Venues Metro or designee within fifteen (15) calendar days from the date the Step 3 response is due or received.

The General Manager or designee shall respond in writing within fifteen (15) calendar days following the receipt of the grievance.

- e) 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 shall notify the Metro Human Resources Director, within fifteen (15) 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 shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen (15) calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fifteen (15) calendar days both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first.

The parties will make best efforts to schedule arbitration within six (6) months of selecting an arbitrator.

### **Section 4.**

The arbitrator's decision shall be sent to the Metro Human Resources Director and the Union within thirty (30) calendar days from the close of the hearing and that such decision shall be final and binding. The arbitrator shall 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 shall pay the cost of the arbitration. All other expenses shall 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, MERC and the Union may mutually agree to take a grievance to mediation. The Employment Relations Conciliation Division shall 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 shall 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 shall be disciplined without just cause. Disciplinary action shall include only the following:

- Verbal reprimand,
- Written reprimand,
- Demotion,
- Reduction in pay,
- 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 25 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

### **Section 3.**

No employee shall 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 whose pay is reduced, or who is suspended without pay, demoted or terminated, may appeal such disciplinary action directly to Step 4 of the grievance procedure within fifteen (15) calendar days from the effective date of the action. Any further written appeal beyond Step 4 shall follow the requirement and time frames outlined in Article 25.

### **Section 5.**

The Union shall 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 shall 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 shall have the authority to fashion a remedy to the specific case.



## **ARTICLE 28: PROBATIONARY PERIOD**

### **Section 1.**

The probationary period shall be considered a continuation of the examination process. Every full-time employee upon initial appointment or promotion shall serve a probationary period of six (6) full calendar months. For part-time employees, the probationary period shall be forty (40) shifts. After twenty (20) shifts, the part-time 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 shall 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 shall 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 shall not reflect discredit on the employee.

### **Section 4.**

An employee's probationary period shall be extended by the number of hours an employee is absent from work during the probationary period. An employee's probationary period shall not otherwise be extended.

**Section 5.**

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

**ARTICLE 29: INCLEMENT WEATHER, EMERGENCY SHUT DOWN**

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 shall receive pay for the hours in that shift in which they are scheduled.

## **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 shall 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 shall 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 shall promptly report the same to the supervisor. The supervisor shall 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 shall 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 shall 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 MERC or Metro 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 MERC duties; or
- d) Does not create an inability to perform employee's job duties at MERC.

### **Section 2.**

Full time employees who engage in outside employment who are found to violate the above conditions and who have failed to notify their Supervisor of such employment shall be disciplined up to and including termination.

## **ARTICLE 32: BULLETIN BOARD**

The Employer shall 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 Performing Arts Center. The Union shall limit its posting of notices to such bulletin boards.

**ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM**

MERC shall provide at no cost to the employee an employee assistance program for all benefit eligible employees.

## ARTICLE 34: TRAINING

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

- a) The employer shall pay for the following trainings and fees associated with licenses and/or certifications which are required by the State only as follows:
  - 1) Security Agents
    - i. One DPSST Four (4) 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 DSS 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) Security Agents are responsible for maintaining DPSST certification and recertification. Failure of any 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 that 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 the following trainings on an annual basis only as follows:

- a) Full-time and Part-time Security Agents
  - 1) First Aid
  - 2) AED
  - 3) Blood Pathogens
  - 4) Pepper Mace
  - 5) Access Control
  - 6) Customer Service
  - 7) Fire Alarm
  - 8) Building Light Control
  
- b) Newly hired Security Agents will be offered the following trainings within six calendar months of hire: Report Writing; Fire Alarm; Tactical Radio; Self Defense Training; and Hand Cuff.
  
- c) Medical Technicians
  - 1) First Aid
  - 2) AED
  - 3) Blood Pathogens
  - 4) Customer Service

## **ARTICLE 35: CLOTHING/UNIFORM ALLOWANCE**

### **Section 1.**

The employer shall continue to provide all required uniforms and equipment. Additionally, for all full-time employees the employer shall pay:

- \$40.00 monthly for uniform and coat cleaning.
  - The uniform cleaning fee shall be paid on the first paycheck of the month.
- \$100.00 per year shoe allowance.

For part-time Security Agents and Med Technicians, the employer shall pay:

- \$50.00 per year in footwear re-imbusement allowance

Security Agents and Med Techs are responsible for purchasing appropriate shoes, and MERC will reimburse them per the rates above after being presented with receipt of purchase.

### **Section 2.**

The employer shall provide the following uniform items for all employees:

- Two (2) Uniform tops with appropriate MERC patches
- Two (2) pairs of 5:11 tactical pants
- One (1) jacket (Security Agents Only)

In addition to the above, the employer shall provide all required equipment to Security Agents.

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 shall provide replacement items.

## **ARTICLE 36: PERSONNEL FILE**

### **Section 1.**

MERC shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No discipline provided to an employee under Article 26 shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

### **Section 2.**

An employee upon request shall 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 MERC file as described in Subsection 1.

### **Section 3.**

At the employee's request, disciplinary material except in extreme cases like discrimination and harassment policy violations, shall be removed from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, except in extreme cases like discrimination and harassment policy violations shall be removed from the personnel file four (4) years from the date the material was entered, 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 shall remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the four (4) or two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with the first paragraph above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

## **ARTICLE 37: PARKING**

### **Section 1.**

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

### **Section 3.**

Oregon Convention Center part-time employees may purchase passes for the Lloyd lot or other lot designated by management for \$2.50 per shift on a first come first served basis.

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

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

## ARTICLE 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 shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- 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 shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- c) If there is no mutual agreement at the end of the thirty (30) calendar day period, the employer shall implement the repayment schedule stated in subsection (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 shall 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 shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check

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

### **ARTICLE 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 shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption of the term of this Agreement.

**ARTICLE 40: TERM OF AGREEMENT**


This Agreement shall be in full force and effect from July 1, 2019 until June 30, 2022, and it shall cease and expire on that date.

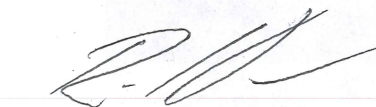
If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued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





# Signature Page

## FOR MERC:

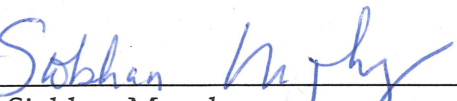
By   
\_\_\_\_\_  
Scott Cruickshank,  
General Manager

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

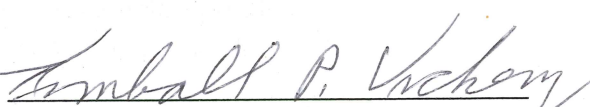
By   
\_\_\_\_\_  
Matt Pizzuti,  
OCC Deputy Director

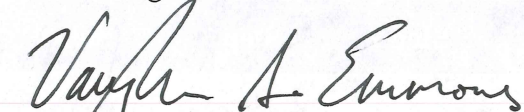
By   
\_\_\_\_\_  
Julie Bunker,  
P5 Director of Operations

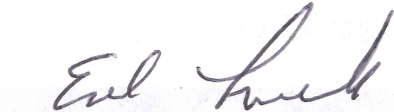
By   
\_\_\_\_\_  
Nick Brown,  
OCC Security Manager

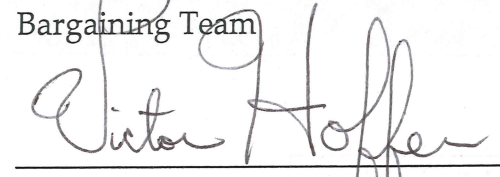
By   
\_\_\_\_\_  
Siobhan Murphy,  
Labor Relations Program Manager


## FOR INTERNATIONAL LONGSHOREMAN AND WAREHOUSE UNION LOCAL 28:

By   
\_\_\_\_\_  
Kimball Vickery,  
Chief Negotiator

By   
\_\_\_\_\_  
Vaughn Emmons,  
Bargaining Team

By   
\_\_\_\_\_  
Earl Leichner,  
Bargaining Team

By   
\_\_\_\_\_  
Victor Hoffer,  
Bargaining Team

By   
\_\_\_\_\_  
Paul Shirey,  
Bargaining Team

**EXHIBIT "A": PAY SCHEDULE**

Upon ratification of both parties, but no earlier than July 1, 2019, the following pay schedule will be implemented.

Metropolitan Exposition Recreation Commission  
ILWU, Local 28 Hourly Rate Pay Schedule

**Lead Security Agent**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$19.68	\$20.66	\$21.68	\$22.76	\$23.91	\$25.10	\$26.36

**Facility Security Agent (FT/PT)**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$17.89	\$18.78	\$19.71	\$20.69	\$21.74	\$22.82	\$23.96

<b>Medical Technician</b>	
Probationary	Regular
\$17.19	\$17.89

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

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

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

Nature of grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

Submitted for arbitration: