
MERC Commission Special Meeting

July 16, 2024
2:30 pm

Virtual zoom meeting

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Ogeysiiska takooris la'aanta ee Metro

Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo www.oregonmetro.gov/civilrights. Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullan dadweyne, wac 503-797-1890 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmo shaqa ka hor kullanka si loo tixgaliyo codsashadaada.

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ការម Metro
ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro
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www.oregonmetro.gov/civilrights។
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إشعار بحقوق مدني من Metro

تحترم Metro الحقوق والمدنية للمزيد من المعلومات حول برنامج Metro لحقوق والمدنية أو لإبداء شكوى خذات مديري رجي زيارة الموقع الإلكتروني www.oregonmetro.gov/civilrights. إن كنت بحاجة إلى مساعدة في اللغة، ي ج ب ع ل ي ك الاتصال مقدم ب ر ق ل ه ا ت ف 503-797-1890 من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة قبل خمسة () أيام عمل من موعد الاجتماع.

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Avizul Metro privind nediscriminarea

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Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

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Metropolitan Exposition Recreation Commission



Special Meeting Agenda

July 16, 2024
2:30 p.m. – 3:15p.m.
Zoom | Webinar ID: 879 6851 3716

Karis Stoudamire-Phillips
Chair

Damien Hall
Vice chair

Deidra Krys-Rusoff
Secretary-treasurer

Dañel Malán

Chris Oxley

Deanna Palm

David Penilton

2:30 p.m. Call to Order and Roll Call

2:35 Citizen Communication

2:40 Commission / Council Liaison Communications

2:45 Action Agenda

- Resolution 24-04: For the purpose of ratifying the collective bargaining agreement with the employees of the International Union of Operating Engineers, Local 701.

Christina Longo

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. #24-04

For the purpose of ratifying the collective bargaining agreement with the employees of the International Union of Operating Engineers, Local 701.

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

WHEREAS, the parties have reached an agreement for a thirty month collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on June 5, 2024; and

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

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

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

Adopted by the Commission on July 16, 2024.

Approved as to form:

Carrie MacLaren, Metro Attorney

Chair

By: _____

Nathan A. S. Sykes, Deputy Metro Attorney

Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers, Local 701.

Resolution No.: 24-04

Presented by: Christina Longo, Director of Labor Relations

Date: July 16, 2024

Background and Analysis:

The MERC – IOUE 701 collective bargaining agreement represents a contract of the terms and conditions of employment for approximately 14 full time and 11 variable hour electricians and operating engineers. These employees work at Portland's Centers for the Performing Arts (Portland's), Expo, OCC and support the venues by maintaining safe environments, ensuring a positive experience for patrons and clients. The current collective bargaining agreement between MERC and IOUE 701 expired on June 30, 2024.

Management entered into a discussion with the Union on May 21, 2024 to renew the contract. Negotiations continued in an efficient and productive manner and tentative agreement was reached on May 28, 2024. IOUE 701 membership ratified this agreement on June 5, 2024.

This staff report and resolution are respectfully submitted to ratify the contract between IOUE 701 and MERC/Metro for the period July 1, 2024 through June 30, 2027. This three-year agreement contains the following key economic elements:

Wages

Annual Adjustments for all job classifications:

Effective July 1, 2024, wages will be increased by 3.75%.

Effective July 1, 2025, wages will be increased by 3.75%.

Effective July 1, 2023, wages will be increased by 4.0%.

Renewal

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

Short range fiscal impact: There is sufficient budget allocation in the FY 2024-2025 Budget to accommodate the proposed contract changes.

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

Recommendation: Recommend approval of Resolution No. 24-04 which states the MERC Commission approves ratification of the contract.

EXHIBIT A to Resolution 24-04

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COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 701, AFL-CIO

Effective July 1, ~~2021~~2024-June 30, ~~2024~~2027

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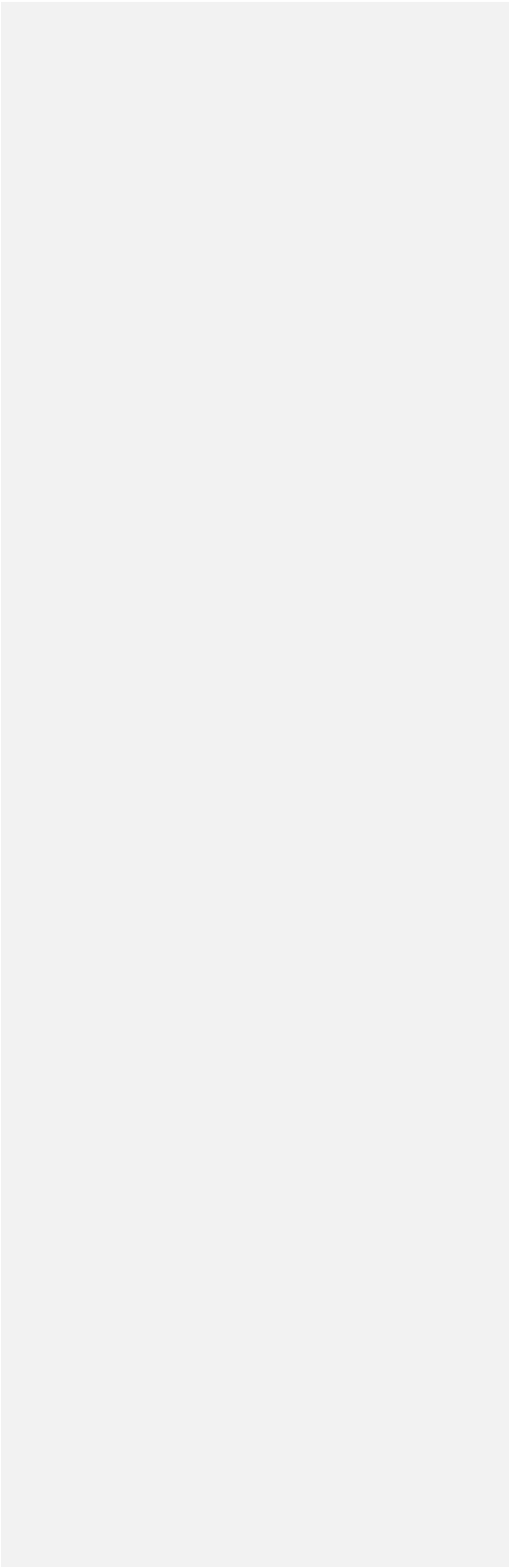
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for Ratification



PREAMBLE

This agreement is entered into by the METROPOLITAN EXPOSITION RECREATION COMMISSION, an appointed Commission of Metro, hereafter referred to as the "Employer," and INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 701, AFL-CIO, hereafter referred as the "Union", for the purpose of governing the wages and related fringe benefits of employees covered by this Agreement for the term specified herein.

The provisions of this Agreement shall will be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

For purpose of ratification of this Agreement, changes in this Agreement, or strike votes, full-time and part-time employees are considered separate bargaining units.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

ARTICLE 1: BARGAINING UNIT

Employees covered by this Agreement shall will be full-time, and part-time, and variable hour maintenance and operating engineers and electricians performing work incidental to heating, air conditioning, ice-making, refrigeration, plumbing and electrical, and general maintenance of such equipment, all as may be directed by the Employer at any of its facilities including, but not limited to, Portland Expo Center, the Oregon Convention Center, and the Portland's Centers for the Arts which includes the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall. The job classifications covered by this Agreement shall will be Operating Engineer I, Operating Engineer II, Lead Operating Engineer, Electrician, Lead Electrician, Apprentice Engineer and Apprentice Electrician, or such equivalent job classifications as may be applicable. Nothing in this Article or in this Agreement shall will restrict or limit the Employer's right to contract or subcontract with respect to the maintenance or repair of equipment as it may deem necessary.

ARTICLE 2: DEFINITION

A. Probation: New hire probation and promotional probation shall will be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. Provided there is no pending disciplinary action, and the position is still available, 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 and pay at any time during the promotional probation period. If an employee has not completed probation in their previously held position, they must do so.

Such voluntary return shall will not reflect discredit on the employee. Promotional probationary employees shall will not be discharged without just cause and shall will have recourse to the grievance procedure.

B. Variable Hour: A position that is intermittently scheduled in accordance with the following criteria: event driven needs, venue, skills, qualifications and seniority specific to the assignment. No variable hour employees will be allowed to work more than 1040 hours per fiscal year. Notwithstanding an approved leave of absence, variable hour employees must make themselves available to work a minimum of two (2) shifts in every month of employment.

C. Full-time: A position which is designated as full-time in the adopted Commission budget, and which typically consists of forty (40) hours per week. However, nothing in this Agreement shall will be construed as a guarantee of hours worked per week or per day.

ARTICLE 3: MANAGEMENT RIGHTS

The employer shall 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, and 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 4: UNION MEMBERSHIP AND REPRESENTATION

A. The Employer ~~shall~~will provide the opportunity for the Union to meet with all new employees within the bargaining unit. Membership or non-membership in the Union ~~shall~~will be the voluntary choice of employees within the bargaining unit. Any employee who chooses to belong to the Union ~~shall~~will be entitled to subsequently withdraw from membership of the Union by giving signed, written notice to the Union and the Employer.

B. Fair share fees for non-union employees ~~shall~~will be voluntary and ~~shall~~will not be deducted without notification from the Union of receipt of a voluntary automatic deduction authorization card signed by the non-member. Voluntary fair share fees ~~shall~~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.

C. 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 voluntary fair share determined by application of Article 4, Section B of this Agreement from all non-union members of the bargaining unit who have so authorized. The aggregate amount deducted, together with an itemized statement, ~~shall~~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.

D. Provided the employee has provided a signed authorization, the effective date of withholding Union membership dues or voluntary fair share fees ~~shall~~will be the first of the month following thirty (30) calendar days of employment.

E. 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 rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the voluntary fair share fees must be made to employees affected, the Union shall will be solely responsible for such reimbursement.

- 1) Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations of each venue and Human Resources in writing of the names of designated Stewards. The list will be updated as necessary.
- 2) Upon prior notice to their immediate supervisor, a Steward shall 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 shall will, within 72 hours, arrange a mutually agreeable time for the requested activity.
- 3) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- 4) A Steward who comes to the work site during their off-duty hours to carry out Steward duties shall will not be paid for such time.
- 5) Internal union business shall will be conducted by Stewards and employees during their non-duty time.
- 6) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
- 7) All matters relating to contract negotiations will be performed on the employee's own time.
- 8) Employees elected/appointed to official positions, stewards and/or other representatives may use Employer's e-mail system to conduct Union business for the purposes of:
 - a. Scheduling meetings among Union officers, stewards other representatives and/or members (date, time, place, and agenda); and
 - b. Notifying IUOE 701 represented employees of meetings and scheduled meetings (date, time, place and agenda).

F. The Employer agrees that accredited representatives of the Union, upon reasonable and proper advance notice, shall will have reasonable access to work premises during working hours for the purpose of assisting in the administration of this Agreement; provided, that they do not interfere or cause

workers to neglect their work, and/or interfere with activities or events in progress, or administrative or security functions, parking functions and/or any other building activity that would otherwise be interrupted by their activities and such activities ~~shall~~will be restricted from the Employer's facilities when Union representatives are on duty as an employee of Employer.

G. Hiring

- 1) All full-time open positions ~~shall~~will be posted on the job opportunities posting board and sent to the union for general and target area recruitment.
- 2) The hiring process ~~shall~~will include the lead person from the facility in that classification. In the event there is no lead person assigned to the facility, a member of the bargaining unit ~~shall~~will be included in the process.

ARTICLE 5: NO STRIKE OR LOCKOUT

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

B. If any work stoppage, slowdown, picketing, or strike ~~shall~~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 A. above to return to work.

ARTICLE 6: WAGES

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 the pay period ~~including July 1, 2024, but no later than the pay period~~ following the ratification of both parties, wages will be increased by ~~1.75~~3.75%.

Effective ~~the pay period including July 1, 2022-2025~~ wages will be increased by ~~3.75~~3.75%.

Effective ~~the pay period including July 1, 2023-2026~~ wages will be increased by ~~2.54~~0%. Exhibit "A" will reflect each increase as specified herein.

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~~The employer shall apply a one-time market adjustment wage increase of 4% for all positions, except Electricians and Lead Electricians, which shall receive a one-time market adjustment of 6%.~~

~~Employer will also provide an opportunity for all IUOE 701 represented employees to cash out vacation accruals up to 80 hours by December 31, 2021, provided employees retain a minimum 40 hours of vacation accruals in their leave banks.~~

Payroll ~~shall~~will follow a bi-weekly or semimonthly schedule. The Union ~~shall~~will be provided sixty (60) days written notice of a change to a bi-weekly or semimonthly schedule.

ARTICLE 7: OVERTIME

The workweek for the purposes of calculating overtime 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. The employer may change the days of the workweek by providing sixty (60) days' notice to the union. A workday is the twenty- four (24) hour period beginning at 12:01 am each day and ending at 12:00 midnight.

All employees ~~shall~~will be compensated at the overtime rate for all authorized work performed in excess of eight (8) hours in any workday, or forty (40) hours in any workweek. For employees working a four-day workweek, overtime will be provided for all authorized work performed in excess of ten (10) hours in any workday or forty (40) hours in any workweek. Overtime compensation ~~shall~~will be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked.

Compensatory time

Upon agreement with an employee that overtime not be paid, employees will receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four day workweek employees) or forty (40) hours per workweek. Compensatory time must be requested in the payroll period in which the excess hours were worked, and the employee may via written request default future excess hours to be received as Compensatory time rather than paid as overtime.

a) Compensatory time must be used within the fiscal year in which it is awarded, and if unused will be paid out at the end of the fiscal year.

b) Compensatory time will be provided in the electronic time-keeping system as a separate leave bank for employee's use, shall be pre-approved, and scheduled as time off.

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c) c) Hours paid during on-call mandate, as outlines in Article 12(b), are not eligible for compensatory time.

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ARTICLE 8: HEALTH AND WELFARE BENEFITS

A. **Joint Labor Management Committee:** A Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall 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 the Employer. The Union is entitled to select one member to serve and vote on the Joint Labor- Management Committee on Health Benefits.

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

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

B. **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 Employer plans.

C. 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 Employer's full-time employee premium portion for that plan.

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

- An employee working a 32-hour weekly average would pay
 $\$1,000 - (.8 \times \$920) = \$264.00$
.8 FTE is 32-39.99 hours per week
- An employee working a 30-hour weekly average would pay
 $\$1,000 - (.75 \times \$920) = \$310.00$
.75 FTE is 30-31.99 hours per week

D. Premium Sharing: Employer will contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall will pay eight percent (8%) of the premium costs per plan selected by the employee.

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

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.

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

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

G. The Employer shall will provide an employee assistance program (EAP) to benefit eligible employees at no cost to the employee.

ARTICLE 9: EFFICIENCY OF OPERATIONS

It is jointly recognized that the successful operation of the Employer's facilities requires a coordination of work activities, active cooperation between employees and groups of employees, and does not lend itself to a rigid application of what may be traditional craft or jurisdictional lines. It is also jointly recognized that there may and will be a certain degree of overlap in work functions between employees covered by this Agreement and other groups of employees and that employees covered by this Agreement may be directed to perform work in areas other than their usual duties or be assisted by other employees or groups of employees. The overall efficiency and economy of operations of the Employer's facilities shall will be the controlling factor in all instances.

ARTICLE 10: SENIORITY

A. For both full and part-time employees seniority shall will be computed from date of hire into a represented IUOE 701 classification within the assigned

facility. 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 shall will be calculated as the total time from the original appointment in the bargaining unit.

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

C. Time spent on approved leave or as a result of an on-the-job injury or illness shall will not be considered a break in service. Time spent on leave without pay as specified in Article 17, Section D shall will be considered a break in service. Seniority shall will not accrue during a break in service but will continue to accrue upon return from a break in service.

D. Lay off shall will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The General Manager of Visitor Venues, Employer shall will determine the number and classifications to be laid off. All temporary, seasonal, apprentices, variable hour and probationary employees within the classification within the assigned facility selected for layoff shall will be laid off prior to any layoff of permanent employees within the classification within the assigned facility. For purposes of this Article, "facility" is defined as follows:

1. Oregon Convention Center
2. Portland's Portland'5 Centers for the Arts
3. Portland Expo Center

The term "assigned facility" as used in this Article, means the facility where an employee predominantly reports for their shift while filling a budgeted full-time position at that facility.

E. 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 Commission service within the bargaining unit. Employees shall will be given thirty (30) days' notice of layoff in writing. Employees given notice of layoff shall will within ten (10) working days:

- 1) Accept demotion to a former bargaining unit classification previously serviced within the facility, including bumping the least senior employee in that former classification; or
- 2) Apply for appointment to a vacant Commission position for which the employee meets the minimum qualifications. The best qualified employee given notice of layoff shall will be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

F. Recall rights are extended to laid-off employees who were regular employees at the time of the layoff. An employee's recall rights expire after a period of twelve (12)

months from the date of layoff.

If it becomes necessary to increase the number of employees in a job title, laid-off employees shall will first be recalled by seniority to their former job duties, regardless of any job title change which may have ensued in the interim. If still necessary to fill the position(s), the job shall will then be offered to the next most senior employee in the job title (if qualified). This process shall will continue until the position(s) are filled or the list is exhausted.

Employer has the sole discretion to determine qualifications for each position and to determine if each candidate is qualified for the available position.

Employer will send any recall from lay-off notice by phone or email to the Union and contact information provided by the laid-off employee in writing to the Employer. It is the laid-off employee's responsibility to notify the Employer in writing of any changes to their contact information.

ARTICLE 11: SHIFTHOURS

A. Notice of change in shift starting times or days off will be given five (5) calendar days before the change becomes effective. This notification requirement will not apply to those situations involving unforeseen rescheduling of events, or a voluntary request for rescheduling made by an employee.

B. It is understood that for full time employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. Employees will be required to be on-site during their lunch period and be on-call to duty during their lunch period. These employees will be provided a thirty (30) minute lunch period on the Employer's time. For positions at Expo at the manager's discretion and based on operational needs, employees may be allowed to take an unpaid thirty (30) minute lunch period and leave the work site.

C. Notwithstanding the workweek set forth in item B., Management may, at its discretion, choose to implement a work schedule consisting of four (4) ten (10)-hour shifts

D. An employee who starts a shift between 12:00 PM and 4:00 AM shall will receive shift differential pay of one dollar and seventy cents per hour (\$1.70) in addition to the regular hourly rate for all hours worked between 12:00 PM and 4:00 AM. Shift differential pay shall will not apply when the employee is on a leave with pay.

E. Part-time and variable hour employees are not eligible for shift differential.

F. Employees shall will not be scheduled with split days off.

G. All employees who are scheduled to return to work with less than eight (8) hours off between shifts will be paid time and one-half for the next shift during all hours worked.

ARTICLE 12: OFF-DUTY CALLS

A. Telephone calls, text messages and other forms of electronic communication by managers or designees to off-duty employees regarding technical support ~~shall will~~ be compensated at a minimum of one (1) hour at the regular rate of pay for the first contact within a 24-hour period. Subsequent ~~contacts-~~ within the same 24-hour period will be compensated in fifteen (15) minute increments, unless called to report to work. If an employee responds to an emergency call by reporting for duty on the Employer's premises, the employee will receive a minimum of four (4) hours pay.

B. An employee who is mandated by management to carry cell phone on their off-duty time ~~shall will~~ receive on-call pay equivalent to one (1) hour of straight time pay per day the cell phone is mandated to be carried.

ARTICLE 13: CLOTHING ALLOWANCE

A. Full-time employees covered by this Agreement will receive three (3) sets of ~~uniforms shirts~~ per fiscal year ~~including shirts and may request additional shirts if needed, and pants and~~ Full time employees will receive one (1) set of coveralls per contract if requested. The Employer will also provide one Carhartt or equivalent quality jacket per contract. Subject to the Employer's approval, replacement items will be provided as needed. Uniforms will be provided within three (3) months upon ratification.

B. Employer shall will provide employees covered by this Article with a work shoe or orthotics allowance equal to \$150225 on the first full paycheck on or after August 1 of each year for the purchase of work appropriate shoes. Employees on Employer's payroll as of August 1 of each year will receive the maximum benefit. Newly hired employees will receive their allowance in their first full paycheck. Employees are expected to wear these shoes or orthotics on the job.

C. Full time employees assigned to the Oregon Convention Center of Portland Expo will receive pants provided by the Employer.

D. Employer will provide employees assigned to positions at Portland's Centers for the Arts and covered by this Article with a pant allowance equal to \$100 on the first full paycheck on or after August 1 of each year. Employees on Employer's payroll as of August 1 of each year will receive the maximum benefit. Newly hired employees will receive their allowance in their first full paycheck.

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~~B-E.~~ Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time.

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~~C-F.~~ The Employer will provide all safety and rain gear to be stored and used on site as needed.

~~D-G.~~ Part-time employees will be furnished with two (2) shirts per contract.

ARTICLE 14: VACATION

- A. Vacation leave with pay for full-time employees ~~shall~~will accrue at the rate shown below:

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour 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 years plus	.0923 hours	192 hours

Employees that were accruing two hundred (200) vacation hours per year (per full-time employee) at the time of ratification of this agreement ~~shall~~will continue to accrue vacation hours at the rate of two hundred (200) vacation hours per year (per full-time employees).

- B. Vacation hours ~~shall~~will accrue on all hours paid (e.g. straight-time and overtime hours worked, paid sick leave and paid vacation).
- C. Employees ~~shall~~will not accumulate more than two hundred and seventy-five (275) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement ~~shall~~will be forfeited. If an employee is close to reaching the 275-hour cap, the employee will schedule such time off pursuant to Section D of this Article.
- D. Employee Scheduling of Vacations. Vacation requests ~~shall~~will be submitted through the supervisor and approved by the Department Head on an "Employee Leave Request Form." Requests for vacation leave ~~shall~~will be submitted at least two (2) weeks prior to desired vacation time. Vacation requested ~~shall~~will be processed within two (2) weeks and if a vacation request is denied the employee ~~shall~~will be informed in writing.
- E. 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.

F. Management will post changes in vacation procedures, policies, black-out dates or guidelines in a timely manner.

G. Vacation Pay upon Termination. A full-time employee who has successfully completed their initial probationary period, has been appointed to regular status and is separated from the Commission, ~~shall~~will be entitled to payment for accrued vacation leave. In no case ~~shall~~will payment be for more than the maximum accumulation.

ARTICLE 15: HOLIDAY

A. The following ~~shall~~will be considered holidays for full-time employees. Personal days cannot be utilized by employees in their initial probationary period.

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

B. Full-time employees ~~shall~~will receive eight (8) 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 ~~shall~~will receive ten (10) hours of straight time pay for each of the holidays set forth above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee ~~shall~~will receive one and one half (1 ½) time compensation for the time worked in addition to regular holiday pay. Part-time employees who work on a holiday ~~shall~~will receive one and one-half (1 ½) time compensation for the time worked.

C. Employees hired before November 1 will receive three (3) personal days in that fiscal year. Employees hired after November 1 and before December 24 will receive two (2) personal leave days in that fiscal year. 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 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. Personal days shall will be scheduled within the fiscal year they are awarded.

D. Holidays which occur during vacation or sick leave shall will not be charged against such leave.

E. With the exception of personal days, the holidays listed above in Section A shall will start at 12:01 a.m. and end 12:00 midnight on the actual day of the holiday.

F. If the Employer requires that an employee work a full shift on a holiday, such work assignment shall will be rotated amongst employees in the same classification qualified to perform the work required. This section shall will not apply to overtime assignments or emergencies that arise during a holiday.

ARTICLE 16: SICKLEAVE

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

1. Employees are eligible to use sick leave for mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventative 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.

2. 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.

3. c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Employer's Policy.

4. 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.

~~A.~~ 5. e) For up to two weeks of bereavement leave taken by an OFLA eligible employee to grieve the death of an immediate family member; to make necessary arrangements related to the death; and/or to attend the funeral or alternative ceremony. Leave must be completed within 60 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

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leave an employee may be eligible for under Article 17.

B. Employees unable to report to work due to illness ~~shall~~will report the reason for the absence to their supervisor at least ninety (90) minutes prior to the scheduled beginning of their shift. The supervisor may require sick leave beyond three (3) days or more to be supported by a healthcare provider's statement attesting to the illness.

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

During periods when an employee is receiving time loss payments from workers' compensation the employee ~~shall~~will receive only the paid sick leave, if any, when workers' compensation benefits are not available (e.g. first three (3) days of leave).

C.D. Sick leave ~~shall~~will not continue to accrue during periods of disability or leave unpaid by the Employer.

ARTICLE 17: OTHER LEAVES

A. ADA and Family Medical Leave: 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.

During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees must use accrued or accumulated paid leave time including sick, vacation and personal days prior to entering an unpaid leave of absence. The employee may choose the order in which they use their paid leave accruals during approved family leave time. An employee may retain up to twenty-four (24) hours of sick leave prior to entering in-to an unpaid status.

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 they wish to continue health benefits. An employee ~~shall~~will be notified of eligibility for COBRA benefits as required by law.

B: Bereavement Leave: The employer ~~shall~~will comply with the Oregon Family Leave Act.

An employee absent from duty due to the death of an immediate family member as defined by the employee ~~shall~~will be allowed time off from duty, not to exceed three (3) days, without deduction of pay on account of such absence. Additional leave may be granted upon approval and any additional time off will be charged against accumulated sick leave.

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Subject to the needs of the operation, a full-time employee may be given four (4) hours' time off with pay to attend a funeral ceremony for a co-worker within their own facility.

C. **Jury Duty:** Employees shall will be granted a paid leave of absence for time off for jury service, or as a result of service upon the employee of a lawful subpoena requiring their appearance in a court of law. Any jury or witness fees will be endorsed over to Employer. In the event that an employee is excused from jury duty prior to the end of their daily work shift, the employee shall will promptly return to work.

Employees shall will not be eligible for leave with pay under 17.C if the subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant, or is for a dispute between the employer and employee. The employee is entitled to use any accrued vacation in these circumstances.

Union related arbitrations are exempt if they occur on an employee's regularly scheduled work day

D. **Leave without Pay:** All non-probationary full-time employees may be granted leave of absence without pay and benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer.

All requests for leave of absence without pay shall will be in writing, shall will be directed to the department manager and shall will contain reasonable justification for approval. All requests and approvals shall will be in writing and shall will be filed in the 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 an additional ninety (90) days. All requests for leave beyond ninety (90) days and up to six (6) months must be approved by the General Manager of Visitor Venues.

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

E. **Military Leave:** Eligible employees shall will be granted military leave with pay, as required by law. Any remaining leave shall will be without pay, as required by law.

ARTICLE 18: RETIREMENT

During the term of this Agreement, all eligible unit employees shall will participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions.

For all eligible employees Employer agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six percent (6%) of the employee's base salary, in addition to the required employer contributions.

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

In the event that during the term of the Agreement it became impossible for reasons of law, regulating or decisions of the courts for the Employer to make contributions/payments to PERS/OPSRP on behalf of employees as described in this Article, then the parties shall will reopen negotiations over the invalid words or sections as per ORS 243.702. If there are other changes to PERS that impact a mandatory subject of bargaining that result in a reduction to the contribution to the Individual Account Program (IAP) and a cost savings for the Employer, the Union may demand to bargain the impacts of such decision in accordance with the expedited bargaining process as per ORS 243.698.

ARTICLE 19: MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement shall 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 shall will not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors shall will be resolved through the grievance process.

ARTICLE 20: DISCIPLINE

A. No non-probationary employee may be disciplined or discharged without just cause.

B. No employee shall will be denied representation in any investigation that may result in disciplinary action.

C. If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall will be made to avoid embarrassment to the employee before other employees or the public.

D. Disciplinary actions shall will include only the following: Oral or written reprimand, suspension, reduction in pay, transfer, demotion and/or dismissal from employment. Any of these disciplinary actions may be utilized. It may not be necessary in every circumstance that the discipline be taken progressively.

ARTICLE 21: GRIEVANCE PROCEDURE

A. 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. In order to resolve workplace issues the employee alone or with a Union representative is encouraged to meet with the immediate supervisor to discuss a possible resolution. If the issue is not resolved, the grievance shall will proceed to Level I. The following shall will constitute the grievance procedure levels:

Level I – Supervisor

Within twenty-one (21) calendar days of the alleged dispute, or the employee's first knowledge of such dispute, the employee accompanied by the Union shall will file the written grievance with the employee's immediate supervisor. The Human Resources Department will simultaneously receive a copy of the grievance. Within fourteen (14) calendar days of receipt of the grievance, the supervisor shall will respond in writing to the employee and Union. Failure of the supervisor to respond, or failure of the grievance to be resolved at this level shall will permit the employee and Union to advance it to Level II.

The Union may choose to skip Level I and submit a grievance directly to the Director in matters where the Director made the decision that resulted in the grievance.

Level II – Director

Within fourteen (14) calendar days of the receipt of the supervisor's response, or absent a response fourteen (14) calendar days from the deadline for the supervisor's response at Level I, the Union and employee shall will submit the advanced written grievance to the Director of the employee's particular Department. The Human Resources Department will simultaneously receive a copy of the grievance. The Director or designee may respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Director or designee to respond, or failure of the grievance to be resolved at this level, shall will permit the employee and Union to advance the grievance to Level III.

The Union may choose to skip Level I and II and submit a grievance directly to the General Manager of Visitor Venues in matters where the General Manager of Visitor Venues made the decision that resulted in the grievance.

Level III – General Manager of Visitor Venues

Within fourteen (14) calendar days of the receipt of the Department Director's response, or absent a response fourteen (14) calendar days from the deadline for the Department Director's response at Level II, the Union and employee may submit the grievance to the General Manager of Visitor Venues. The Human Resources Department will simultaneously receive a copy of the grievance. The General Manager of Visitor Venues or designee shall will respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the General Manager of Visitor Venues or designee to respond, or failure of the grievance to be resolved at this level shall will permit the employee and the Union to advance the grievance to Level IV within fourteen (14) calendar days of the response, or of the deadline for the General Manager of Visitor Venues response.

Level IV – Arbitration

If the grievance is still unsettled, the Union may within thirty (30) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Level III, shall will notify the Employer and the Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Employer and the Union. In order to advance the grievance the Union shall will request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen (15) calendar days from the request for arbitration. Upon receipt of the list of arbitrators within fifteen (15) days both the Employer and the Union shall will have the right to strike three (3) names from the list alternately; the last name remaining shall will be the impartial arbitrator. The Employer and the Union shall will flip a coin to determine who strikes first.

The fees and expenses of the arbitrator shall will be shared equally by the Employer and the Union. All other expenses shall will be borne by the party which incurs them. The designated arbitrator shall will conduct a hearing, and then issue a decision which shall will be final and binding on the Employer, the Union, and all involved employees. The arbitrator shall 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. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall will jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Level IV within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis. The Employer and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

B. The Employer or its designee(s) shall will meet at mutually convenient times with the Union.

C. Time Limits. The time limits of this grievance and arbitration procedure shall will be adhered to strictly. The Employer shall will have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. 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 that the next step of the grievance procedure shall will be available. The parties will make best efforts to schedule arbitration within six (6) months of selecting an arbitrator.

D. Extension of the Time Limits. The time limits of this grievance and arbitration procedure may be extended by mutual Agreement, in writing, between the parties. Providing that a written request is made before the due date, the parties may mutually agree in writing to waive any of the time limits contained in this procedure.

E. Arbitration Limits. The arbitration provisions of this grievance and arbitration procedure shall will be strictly limited to the effective dates of this Agreement. The Employer shall will have no obligation to arbitrate any grievance arising after the date on which this Agreement terminates.

F. For purposes of this Article, the date of receipt shall will be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.

G. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

H. The provisions of this Article shall 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.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

A. The provisions of this Agreement shall will be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

B. Any complaint alleging unlawful discrimination based on 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 which is brought to the Union for processing will be submitted directly to the Human Resources Director.

C. If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall will be submitted at Level III of the grievance procedure

with a copy to the Human Resources Director. Thereafter, the grievance will be resolved by the Employment Relations Board and shall will not be subject to the arbitration provisions of this Agreement.

ARTICLE 23: PERSONNEL FILE

A. The Employer shall will maintain one (1) official personnel file for all employees. This file shall will be maintained in the Human Resources Office. No discipline provided to an employee under article 20 shall will be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall will not be construed to mean the employee agrees with the content.

B. An employee upon request shall will have the right to view all material in the employee's personal file. No discipline provided to an employee under Article 20 may be used against an employee unless entered in the official Employer file as described in Section A above.

C. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in Section B above. Such a written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.

D. At the employee's request, disciplinary material except in extreme cases like discrimination and harassment policy violations, shall will be removed from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, extreme cases like discrimination and harassment policy violations, shall will 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 an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

E. Performance appraisals shall 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 (4) or two (2) year period specified above. Any material of an adverse nature shall 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 shall will not be maintained in the personnel file.

ARTICLE 24: INCLEMENT WEATHER

Upon determination by the Facility Director or 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 t, those employees ~~shall~~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 ~~shall~~will be compensated for hours worked at the overtime rate for that shift only.

ARTICLE 25: OUTSIDE EMPLOYMENT

A. Employees may engage in outside employment, provided that the following conditions are met:

- 1) It does not create a conflict of interest with the employee's duties;
- 2) It does not create an inability to perform employee's job duties at Employer's locations; and
- 3) They notify their supervisor of the other employment and obtain approval if there is the potential to create a conflict of interest with the Employer's duties.

B. If they work at another Employer facility, employees are responsible for coordinating their schedule with their supervisor to minimize overtime work under the Agreement.

C. Employees who engage in outside employment who are found to violate the above conditions, or who have failed to notify their supervisor of such employment may be disciplined, as set forth in Article 20 Discipline, including due process and just cause standards.

ARTICLE 26: PARKING

Section 1.

Employees working at P'5 locations, who use their personal vehicles in the course of performing their job, upon request ~~shall~~will be provided with a parking pass for street parking in the City of Portland.

Section 2.

All full-time Oregon Convention Center employees that voluntarily elect to participate in the parking program will pay ~~the full cost~~ \$32.50 biweekly of the parking program in pre-tax dollars.

Section 3.

Oregon Convention Center ~~part-time and on-call~~ employees may purchase passes

for ~~the Lloyd lot for~~ \$2.00 per shift entry when scheduled to work on a first come first served basis.

Section 4.

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

Section 5.

During the term of this agreement, the Employer and the Union may mutually agree to meet for the purpose of negotiating transportation related issues such as transit passes and parking fees. Any proposals agreed to shall will be incorporated through a letter of agreement.

ARTICLE 27: CONTRACTING OUT

In the event that a decision to contract out work normally performed by bargaining unit members would result in a reduction of hours for, or the layoff of bargaining unit members, management shall will provide the Union with notice of its intent to contract out and shall will, upon demand, bargain the impact of such a decision.

ARTICLE 28: TRAINING

Employees who register for and participate in Employer approved job related educational training programs shall will be entitled to full reimbursement of tuition and materials with proof of successful completion of the course.

Training requests shall will be processed by management within two (2) weeks of submission.

ARTICLE 29: 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 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 shall will continue without interruption for the term of this Agreement.

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

ARTICLE 30: TOOLS

The Employer ~~shall~~will provide all tools and manuals that it has determined are needed to perform assigned work. The employee will be diligent and conscientious regarding the care and safe keeping of tools. Apprentice and journeyman may request a computer in advance to take home for class study, assignments, and or tests related to licensing and career development. Hours spent will be non-paid. Employees use of computers must comply with Employer's information technology and other Employer policies.

Employer required Learning Management System and Department training must be done during work hours and on-site.

Hours spent for license renewal training and testing will be paid for by Employer.

ARTICLE 31: OVERPAYMENT & UNDERPAYMENT

A. Overpayments:

- 1) 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~~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 ~~shall~~will apply:
 - a. The employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of three (3) years after the notification.
 - b. Where this process is utilized, the employee and employer ~~shall~~will 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~~will implement the repayment schedule stated in subsection C. below.
- 2) If the overpayment amount to be repaid is more than five percent (5%) of the employee's next paycheck, the overpayment ~~shall~~will be recovered in semi-monthly amounts not exceeding five percent (5%) of the employee's subsequent paychecks, until paid in full. If the overpayment is less than five percent (5%) of the employee's next paycheck the overpayment ~~shall~~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.

- 3) 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.

B. **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 will make the employee's wages whole as outlined below:

C. If the underpayment represents more than 5% of the employee's gross wages of the check on which the underpayment was made, payroll will issue an off-cycle check within one (1) business day following payroll's confirmation from the employee's manager that the underpayment is valid. The employee may pick up this check from payroll or have the check mailed to the home address on file. If the underpayment represents less than 5% of the employee's gross wages of the check in question, the underpayment will be added to the next paycheck to be issued.

Amounts underpaid may be recouped up to three (3) years from date of underpayment. The employer shall will correct any underpayment by the first paycheck following the pay period in which the amount of underpayment was agreed upon.

ARTICLE 32: 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 Employer 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 21.

Section 4.

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

ARTICLE 33: TERM OF AGREEMENT

The Agreement closes for the term of the Agreement all Articles and subjects addressed herein which were raised in collective bargaining. The specific terms of this Agreement ~~shall~~ will be effective upon ratification and expires June 30, ~~2024~~2027, and ~~shall~~ will be automatically renewed unless written notice of reopening is given by either party to the other not less than sixty (60) days prior to June 30.

for Ratification

METROPOLITAN EXPOSITION
RECREATION COMMISSION

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 701

Steve Faulstick
General Manager of
Visitor Venues

James Anderson
Business Manager & Financial
Secretary

Date

Date

Christina Longo
Director of Labor Relations

Date

for Ratification

EXHIBIT "A" - PAY SCHEDULE

Metro/Metropolitan Exposition Recreation Commission
International Union of Operating Engineers, Local 701 Pay Schedule

for Ratification