

COLLECTIVE BARGAINING AGREEMENT

between

PORTLAND MEADOWS



SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 49

in effect from

JANUARY 1ST, 2017

— *through* —

DECEMBER 31ST, 2018

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AGREEMENT

This Agreement, made and entered into this 1st day of January 2017 to be effective beginning January 1, 2017 by and between PORTLAND MEADOWS, hereinafter referred to as the Employer, and LOCAL NO. 49 of SERVICE EMPLOYEES INTERNATIONAL UNION of Portland, Oregon, hereinafter referred to as the Union.

ARTICLE I • RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of its employees in accordance with the certification by the Employment Relations Board (ERB) of the State of Oregon:

Included: All Pari-Mutuel employees of Portland Meadows and related off track betting sites.

Excluded: All other employees, guards, confidential and supervisory employees as defined by the Act.

Notwithstanding any other provisions of this Agreement, Floor Supervisor shall not be covered by any of the terms or conditions of this contract. This provision is not intended to apply to Relief Floor Supervisors. That job shall continue to be covered by all of the terms and conditions of this contract, except that they shall be appointed by management and shall retain such appointment at management's discretion.

Except as provided in Section 9.2 of Article IX of this Agreement, mutuel managers, as defined by the ERB, floor supervisors, and other personnel exempt from this Agreement shall do no work in classifications covered by this Agreement and shall not replace or displace any of the employees of the Mutuel Department. They may assist in checking for errors in emergencies.

ARTICLE II • UNION MEMBERSHIP

Section 2.1: It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members. Employer shall provide new employees with a payroll deduction authorization and membership form, which shall be supplied by the Union. Employer will provide to the Union on a monthly basis, the name, address and phone number of all new hires.

Section 2.2: In the event any employee covered by this Agreement fails to tender the dues and initiation fees uniformly required for membership in the Union and become delinquent therein under the Union's constitution, the Union may advise the Employer in writing and request the termination of said employee. Unless the Union brings written evidence of having cured the said delinquency to the Employer within five (5) days from the Employer's receipt of said letter, the Employer shall forthwith terminate the employment of said employee. As to those employees who furnish the Employer with a signed authorization for the withholding of deductions, union initiation fees, dues and fees for withdrawal cards, the Employer will make

such deductions from the employee's pay in such amounts and on such terms as may be agreed upon by the parties and will promptly remit same to the secretary-treasurer of the Union. The form of authorization shall provide for the employee's right of cancellation in accordance with requirements of law.

Section 2.3: No member shall be penalized by the employer for any union activities unless they interfere with the performance of his duties as an employee.

Section 2.4 -Union Leave: The Union shall provide five (5) business days' notice to the Employer prior to employees taking Union leave. Up to two (2) employees shall be permitted to take a leave of absence to participate in Union activity at any time.

Section 2.5 - Bargaining Committee: The Employer shall be notified fourteen (14) days in advance of the names of employees participating in collective bargaining and the time off requested for bargaining related activities. Up to four (4) employees shall be permitted to take a leave of absence to participate in collective bargaining related activities.

Section 2.6: The Employer shall present new employees with payroll deduction authorization and membership form(s), which shall be supplied by the Union. Employees electing to contribute additional contributions to the Committee on Political Education (COPE) shall require a separate authorization for this deduction.

Section 2.7: The Employer shall be the agent for receiving such monies and the deduction of such monies by the Employer shall constitute payment of such monies by the employees. In cases where the Employer has not submitted a payroll dues authorization form from an employee and did not report the matter to the Union within thirty-one (31) calendar days of the date of hire, the Employer will be liable for the amount of deduction.

Section 2.8: The Employer's remittance of monthly dues shall be accompanied by a list showing employees' names, social security numbers or unique identifier, dates of hire, amounts deducted, wage rates, hours worked, main work location, current recorded address and primary contact telephone number given to the Employer. The list will be submitted electronically in a mutually agreed-upon format.

ARTICLE III • STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Acting Business Agents. The Union agrees that such designated Stewards are mutual employees of Portland Meadows, and shall conduct such Union business assigned to them during the hours before or after their regular period of employment. However, from time to time, issues of mutual concern will arise which may require discussion between a Shop Steward and member and/or a management representative. Time being of the essence, it is also understood that stewards may have to make investigations into a particular grievance situation. Such discussions when practical shall be held during regular working hours on the Employer's premises and without loss of pay to participating employees. Meetings are subject to supervisory approval; however, approval will not be capriciously denied.

ARTICLE IV • DISCHARGE AND DISCIPLINE

Section 4.1: Employees may be disciplined and discharged for just cause. Upon receiving discipline employees shall receive written notice of disciplinary action, stating the reasons for such disciplinary action.

Section 4.2: The parties recognize the appropriateness of using progressive discipline in typical disciplinary situations. The Employer may at its sole discretion impose a lesser discipline for violation of reasonable and proper employee conduct.

Section 4.3: It is understood that certain offenses may require accelerating the principles of progressive discipline up to and including immediate termination. Examples by way of illustration are, but not limited to: inebriation, dishonesty, violence and gross incompetence.

Section 4.4: Nothing in this Agreement shall permit the termination of an employee for lawful union activities, provided that the employee shall not engage in union activities in such way as to interfere with the performance of the work of the employee or fellow employees.

Section 4.5: An employee found to be unjustly disciplined shall be entitled to compensation for time lost, and his/her employment rights shall be restored.

Section 4.6: Licensing: It is understood that under the Oregon Racing Law, the employees hereunder, as a condition of employment, must have a license in good standing from the Oregon Racing Commission and that the suspension or revocation of such license shall automatically terminate the employment of the employee involved; such termination shall be subject to the grievance procedure. It is also understood that all work hereunder shall be subject to the Oregon Laws and Rules of Racing.

Section 4.7: The Employer agrees to send a letter to all facility operators requesting them to notify Portland Meadows in case of any problem with Portland Meadows employees at the OTBs. The letter will also mention that Portland Meadows employees are Union members of SEIU Local 49 and they will be disciplined according to Article IV of the union contract. The Employer and the Union will review the letter prior to sending it to the OTB managers.

ARTICLE V • FUNERAL LEAVE

Section 5.1: An employee who is absent from work on any of his/her scheduled work days up to a maximum of three (3) such days for attendance at the funeral of a member of his/her immediate family will be paid for such days. Immediate family shall be understood to mean current spouse or domestic partner, children, parents, mother or father-in-law, sister or brother.

ARTICLE VI • GRIEVANCE PROCEDURE

Section 6.1: In order to be valid, a dispute or grievance must be filed with the Employer in writing not later than ten (10) calendar days after the occurrence of the event complained of or after the date upon which the employee first knew or should have known of the event complained of.

Section 6.2: Probationary employees (those who have not become regular employees as provided for in Article VII) shall be entitled to utilize the grievance procedure as to all matters other than questions of termination and seniority.

Section 6.3: A grievance shall be reviewed by the employee's Steward and the Department Manager within ten (10) calendar days of the receipt of the grievance by the Employer. Should the grievance not be settled by such review, the Union may request within ten (10) calendar days of the above review a meeting between the Union Representative and the General Manager, to discuss the grievance. Such meeting shall be held within ten (10) calendar days unless mutually agreed to otherwise.

Section 6.4: In the event the grievance is not resolved, the Union may request arbitration. Such request shall be in writing and served on the Employer within ten (10) calendar days of the meeting between the Union Representative and General Manager referred to in section 6.3 above. It is agreed that in the event such a request is made, the parties will immediately request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names. The parties shall select a single arbitrator from that list by such method, as they deem proper. If they do not agree upon a method for selection, then the arbitrator shall be selected by the process of the Union striking a name followed by the Employer striking a name from the list until one name remains. The remaining name shall be the arbitrator, whose expense shall be borne equally by the parties. Each shall be responsible for its own costs of preparation and presentation. The arbitrator's decision shall be final and binding.

Section 6.5: The officers of Union shall have reasonable access to all the properties covered by this Agreement in order to fulfill their duties pursuant to the Agreement, but such right of access shall be subject to any applicable restrictions of the Oregon Racing Commission and shall not be utilized in a manner that will interfere with any employee in his work or with the Employer or its contractors.

ARTICLE VII • SENIORITY AND JOB ASSIGNMENTS

Section 7.1 - Upon Hire: A newly hired employee shall serve a probationary period of six months from his or her date of hire. Upon successful completion of this probationary period, the seniority date of the employee shall be his or her hire date.

Section 7.2 - Definition: An employee's seniority shall be determined from the most recent date on which (s)he began working continuously with the Employer or its predecessors in interest. For purposes of seniority, the "most senior employee" is the employee who has worked continuously for the Employer or its predecessors in interest for the longest amount of time. For purposes of seniority, the "least senior employee" is the person who has worked continuously for the Employer or its predecessors in interest for the least amount of time. Loss of seniority shall

be governed by Section 7.4. There is no “classification seniority,” although an employee’s experience in a given classification may be considered by the employer when determining qualifications.

Section 7.3 - General Application: Subject to the provisions of this Agreement, seniority shall be used in rehiring, in allocating the number of days worked and in the filling of job vacancies or in reverse order in the event of lay-offs. Seniority shall be given consideration provided that the employee is fully qualified to perform the work for the purpose of hiring, transferring, lay-offs and promotion.

Section 7.4 - Loss of Seniority: Seniority rights shall be lost for any of the following reasons: resignation, termination for cause, voluntary retirement, failure to return from a scheduled leave of absence without reasonable excuse or the failure to accept regularly scheduled work pursuant to Sections 7.7, 7.9 or 7.10, unless such failure is due to leave of absence, approved requested days off, sick leave, other cause mutually agreed to between the employee and Employer, such as, a change in the regular schedule, or in accordance with Section 7.9 F (10).

Section 7.5 - Return to Previous Position: An employee who by exercise of seniority has been promoted to/or transferred in-between area-wide rebids, and an employee who works outside of Multnomah, Washington, Clackamas and Yamhill counties may voluntarily elect to return to his prior job within thirty (30) days from the date of such transfer.

Section 7.6 - Seniority List Provided to Union: The Employer shall furnish the Union annually with a seniority list including each member’s date of hire. The Employer will respond to a reasonable request by the Union for an updated seniority list when changed circumstances warrant it.

Section 7.7 - Big Race Days: Big Race Days shall be defined as the Triple Crown Days and Breeders Cup. Should the Employer be unable to fill all available position by employees requesting to work Big Race Days, the Employer may mandatorily schedule employees in reverse order of seniority. However, the Employer will not schedule employees to work at Off Track Betting locations that do not regularly employ pari-mutuels (tellerless OTBs).

Section 7.8 - Retention of Seniority if Transferred to Another Department: A member in good standing with the Union who is transferred to another department of the Employer will retain seniority rights as of the time of transfer and also right to be rehired in the Mutuel Department of the Employer upon termination of his position in another department of said Employer, subject to the following:

- A. Such member must during the interval of transfer pay Union dues in full each racing season in order to preserve such seniority rights and right to be rehired.
- B. Upon termination of employment of said member in another department of the Employer, said member will upon his application for employment as a clerk in the Pari-Mutuel Department of the Employer be rehired and his seniority will be as of the date of his transfer to another department of the Employer.

- C. The above rights to seniority and rehiring will not be allowed to such clerk if the reason for termination of employment in another department of the Employer was for incompetency, intoxication, dishonesty, fighting or possession of weapon. In the case of other infractions, such as being discourteous to a customer, while the employee is working in another department, the employee's prior disciplinary actions and other personnel records during their time in the pari-mutuels department will be considered in determining the appropriate level of discipline.

Section 7.9 - Area-wide rebids:

- A. **Geographic Area.** For purposes of this Section, the term "Geographic Area" shall mean only the counties of Multnomah, Washington, Clackamas, and Yamhill. The provisions of this Section insofar as they relate to bidding shall apply only to employees employed in the Geographic Area.
- B. **Eligibility.** Employees employed at the Track and the OTBs in the Geographic Area, and employees on layoff or authorized leave who were employed at the Track and/or the OTBs in the Geographic Area and who have not lost their seniority, may bid for a position or for additional hours during the bidding periods specified in d) and e) below.
- C. **Bidding procedure.** The Employer will distribute bid sheets to all employees in the Geographic Area. Bid sheets will be handed out at the track, faxed to each OTB, and provided to any employees on layoff or leave of absence by a method agreed to between the employee and the Employer. The Employer will provide a minimum of seven (7) calendar days for employees to submit their bid sheets. The bid sheets will list all hours and locations available for the upcoming season (or off season) to the extent then known by the Employer. Employees will indicate their preferences for work location and shifts using numbers to indicate the order of their preferences. Employees will also indicate the number of hours they wish to work per week. The Employer will then assign open hours in order of seniority, provided that the employee is qualified to perform the work.
- D. **Biannual Bidding.** Biannual Bidding shall be conducted in the month prior to the start and end of the live racing season.
- E. **Additional Bidding upon Closure of an OTB.** If an OTB in the geographic area closes, the Employer will conduct a Geographic Area-wide rebid. The Employer will not be obliged to conduct a re-bid attributable to an OTB closure if one rebid due to an OTB closure has already taken place since the most recent regular biannual bid. The Employer will also not be obliged to conduct a rebid if an OTB closes less than sixty (60) days before the next regular biannual bid. If an OTB in the geographic area closes or is replaced by a tellerless OTB, the Employer will offer, at a minimum, the same number of regularly-scheduled hours that were available to employees in the Geographic Area for the four weeks immediately following the OTB closure, or replacement by a tellerless OTB. If not enough hours are available in the pari-mutuels department to meet this requirement, the Employer will offer hours to employees in other departments such as Guest Services for that time period. Employees who are assigned such hours will maintain their status and rights as union members, including pay rate, benefits and seniority.

F. Rules Applicable to Area-Wide Bidding.

1. **Deadline for bid submission.** The Employer will provide employees a minimum of seven (7) calendar days' notice of the final date for submitting bids. Bids must be physically received by the Pari-Mutuel Manager at the Track office before 5:00 p.m. on the last day specified in the notice.
2. **Deadline for placement notification.** The Employer will notify the employee of a bid award within seven (7) calendar days after the last day for submitting bids. Employees at the track will be notified via a posting on the employee bulletin board. Employees at the OTBs will be notified via fax. Employees on layoff or leave of absence will be notified via the method agreed to by the employee and Employer.
3. **Start of new shifts.** Employees will be notified of the hours and locations for the upcoming season (or off season) at least seven (7) days before the start of the season or off season.
4. **Refusal to accept shift.** Once the schedule is created, if an employee does not accept a shift that they bid for and were assigned, the employee will lose the hours associated with that shift. The Employer will assign the hours that the employee did not accept to the next-most-senior qualified employee who bid on the shift in question.
5. **Combination of Pari-Mutuel Clerk and Assistant Lead Teller for Purposes of Bidding.** Employees in the Pari-Mutuel Clerk ("Clerk") or Assistant Lead Teller classification shall be combined for purposes of bidding, and are eligible to bid into a position in either classification for which such employee has greater Company seniority. By way of illustration (i) a Clerk may bid into a position held by an Assistant Lead Teller if the Clerk has greater Company seniority than the Assistant Lead Teller; (ii) an Assistant Lead Teller may bid into a position held by a Clerk if the Assistant Lead Teller has greater Company seniority than the Clerk.
6. **Lead Teller Positions.** Employees who, at the time of bidding, are currently assigned to Lead Teller positions will have preference for Lead Teller positions during bidding.
7. **Employees Assigned to the Money Room.** Employees who, at the time of bidding, are currently assigned to Money Room duties shall have preference for hours assigned to the Money Room during bidding. The parties acknowledge that employees assigned to the Money Room will frequently also be assigned to duties at the IRS window during the same shift. In these cases, the entire shift is considered a Money Room shift for the purpose of bidding.
8. **Maximum hours.** Employees may be regularly assigned a maximum of forty (40) hours per week, based on seniority and subject to the Company's needs to maintain an administratively reasonable schedule and an adequate workforce.

9. **Return to previous position.** If an employee changes jobs as the result of an area-wide rebid, he or she does not have the option to return to that position within thirty (30) days, except as set forth in 5.10.

10. **Inability to perform the duties of the job.**

An employee may be removed from a position that s/he bid into (and did not hold before the rebid) if:

- The Employer communicated with the employee about deficiencies in his or her performance and how the employee is expected to improve.
- Following such communication, the employee failed to correct the deficiencies.
- The Employer informs the employee that s/he is being removed within thirty (30) days of the first day that the employee held the position.

An employee may also voluntarily step down from a job if they determine that they are unable to perform the duties.

In the case that either the Employer or the employee determines that they are unable to perform the duties of the job, the Employer will work with the employee to attempt to arrange a trade with the next-most-senior employee who bid on their position during the re-bid. If the next-most-senior employee does not wish to trade, the Employer will attempt to arrange a trade with another employee. All trades must be mutually agreed upon by the Employer and the employees who are doing the trade.

If no other employee in the Geographic Area agrees to trade with the employee who is unable to perform the duties of the job, the employee in question will be laid off. However, the employee will have the opportunity to bid on permanent openings, temporary openings and to bid in the next area-wide re-bid.

Section 7.10 - Permanent Job Openings:

- A. **Posting.** Permanent job openings that become available in-between biannual bids will be posted at the main track and faxed to all OTBs. Openings will also be communicated to all employees on layoff or authorized leaves of absence through a method mutually agreed upon by the Employer and employee, or in the absence of a mutual agreement, any other reasonable method of communication.
- B. **Notification by Applicants.** Persons who are interested in the open position must notify Company management in writing within seven (7) calendar days of the job being announced.
- C. **Available Work.** Ability and competence being equal, any job opening will be filled with the senior applicant unless the Company determines that none of the applicants are adequately qualified for the job.
- D. **Eligibility.** Persons employed at the Track, at an OTB, or on authorized leave or laid off (who have not lost their seniority) are eligible to be considered for open positions.

Section 7.11 - Extra Hours/Short-Term Vacancies:

- A. **Definition.** When an employee is absent due to medical leave, vacation, leave of absence, or other similar reasons, or there is a short-term vacancy, the work that would normally be assigned to the absent employee or former employee may be assigned to another employee as “extra hours.” The following is a description of the practice that will apply relating to assignment of extra hours.
- B. **Informing the Employer.** Employees who wish to be assigned extra hours must inform the Pari-Mutuel Manager in writing. This may be done by checking the “on call” box on the biannual bid sheet, for each day of the week the employee is available for extra hours. If the employee’s availability changes or if the employee did not check the “on call” box on the biannual bid sheet, the employee must inform the Pari-Mutuel manager in writing of the times and locations they are available to work extra hours, if they wish to be considered.
- C. **Eligibility.** Employees (including those on layoff) who are qualified to perform the required duties of the job will be eligible to be assigned available extra hours in order of Company seniority.
- D. **No Preference Based on Current Work Location.** Award of extra hours will be based on seniority, provided the employee is qualified to do the job. The primary work location of the employee (track or OTB) will not be a factor in determining which employee is assigned extra hours.
- E. **Employees on layoff.** Employees who are out of work due to layoff and who have not lost their Company seniority, and who have given the Employer notice of their desire to work extra hours (as described in B above) may be assigned extra hours.

Section 7.12 - Laid-off Employees and Employees on a Leave of Absence. An employee placed on lay-off of two weeks or more shall be given written notice, if possible, of one week, which shall include listings of available openings by the Employer. If an employee is laid off or on a leave of absence, the pari-mutuel manager and employee will attempt to identify a mutually agreeable method for the Employer to communicate with the employee regarding area-wide re-bids, permanent job openings and short-term vacancies. In the absence of a mutual understanding concerning the method for the employer to communicate, any reasonable method of communication may be used by the Employer. It shall be the duty of the laid-off employees and employees on a leave of absence to notify the Pari-Mutuel Manager in writing of any changes to the contact information through which they have agreed to communicate. Failure on the part of an employee to keep the Pari-Mutuel Manager informed of the contact information in writing will relieve the Employer of any responsibilities to such employee under this Article, until such time as the employee has provided updated contact information. If a laid-off employee has not bid on any hours for a period of one year, he or she will be considered to have terminated employment with the Employer and will lose his or her seniority.

Section 7.13 - Overtime: Nothing contained in this Article shall cause or require the Employer to assign an employee extra hours where the assignment would result in payment of compensation at an overtime rate of pay.

ARTICLE VIII • UNIFORMS

Section 8.1: The Employer may set the standard of dress and uniforms in the workplace.

Section 8.2: Employees are responsible for adherence to such standards and for maintaining required uniforms in a clean, neat, and repaired condition.

Section 8.3 The Employer shall provide any special or new article of dress required for work in appropriate sizes such as but not limited to hats, neckties, or shirts. Any employees who are regularly scheduled to work one (1) day or less per week will be provided one (1) new shirt per year by the Employer upon request. All other employees will be provided two (2) new shirts per year by the Employer upon request.

Section 8.4: The Employer shall notify employees one week in advance of days of optional dress codes, such as but not limited to holiday apparel.

ARTICLE IX • WAGES

Section 9.1: Schedule, “A” which is attached to this Agreement, sets forth the minimum rates of pay for various job classifications, and said Schedule “A” is by this reference made a part of this Agreement. The Employer may, however, provide individual merit increases higher than the specified base rate of pay.

Section 9.2: Classifications of Schedule “A” are not exclusive. Supervisors may, under extraordinary circumstances, from time to time perform such work.

Section 9.3: If an employee is transferred at the request of the Employer from their current classification to a lower classification during a work day, he or she shall retain their wage rate. If an employee is transferred to a higher classification during the working day, he or she shall receive the wage rate of the higher classification. This shall apply only on a day to day basis.

This section does not apply to voluntary transfers by an employee to a lower classification.

Section 9.4: For any changes of classifications as a result of the procedures set forth in Article 7 – Seniority and Job Assignments, employees will be paid at the rate of pay of the position that they bid into.

ARTICLE X • WORKING CONDITIONS

Section 10.1: The Employer shall provide adequate restroom facilities for employees.

Section 10.2: The Employer or OTB lead teller will post a work list on the bulletin board at least 24 hours prior to the start of the first shift of the next posted schedule. If an employee who is on such work list is not notified at least two hours prior to the work deadline that he has been

canceled for that night's work and does report for work, such an employee shall receive not less than two (2) hours' pay for the position previously assigned.

Section 10.3: An employee not reporting and not notifying the Employer at least five hours prior to the deadline for a work shift, in absence of a bona fide emergency or illness, may be penalized by losing the opportunity to work his next scheduled work shift following his failure to report. Further violation of this condition will subject the employee to more severe discipline, including termination.

Section 10.4: If an employee is absent for more than three consecutive scheduled work shifts, the Employer may request a letter from the employee's physician certifying that the employee's medical condition prevents such employee from working. If the employee is eligible for medical leave under the federal Family Medical Leave Act or Oregon Family Leave Act, the Employer may also require such employee to be examined by a physician of its own choice at the Employer's expense. Sick time off shall not affect an employee's seniority. An employee who is unable to work because of a medical condition shall notify his or her supervisor at least ten (10) days prior to commencement of the employee's shift, if the employee is aware of their condition at such time. For unforeseen medical conditions, the employee will notify the Employer no later than the beginning of their work shift of their inability to work.

Section 10.5: If the Oregon Department of Transportation advises motorists to stay off the road in the area where an employee works or lives, the employee shall not be disciplined for failure to report to work during the length of the weather advisory.

Section 10.6: All employees shall be entitled to one (1) ten minute break period with pay for each four (4) hours and one thirty minute meal break in six hour or more shift.

Section 10.7: All work in excess of forty (40) hours within a seven (7) day workweek shall be paid at the rate of time and one-half (1.5).

Section 10.8: The Employer agrees to notify all employees at the Main Track about the permitted areas where they are allowed to take their breaks and lunches and the storage areas where they could store their personal items during work hours. Portland Meadows agrees to install hasps on the storage doors.

Section 10.9: The Employer agrees to review the needs at the OTBs on a case by case basis and provide screens/shades as needed in order to provide privacy for employees handling money.

Section 10.10: Portland Meadows agrees to replace chairs on a case by case basis and as needed. In the case that a chair needs to be replaced or fixed, the employees will notify their supervisors of the deficiency.

Section 10.11: Employees will not be assigned to assist in any capacity with operations at Off Track Betting facilities that do not regularly employ pari-mutuels (i.e. tellerless OTBs).

ARTICLE XI • HEALTH AND WELFARE

Section 11.1: Eligible employees shall receive medical, prescription, comprehensive dental, vision, life insurance and welfare benefits provided through the SEIU Insurance Trust Agreement to which the employer is a signatory.

Section 11.2: An employee shall be eligible for benefits if all of the following apply:

- A. Employees must have worked sixty (60) days from date of hire. Eligibility begins on the first day of the next month after the employee has reached sixty (60) calendar days of employment.
- B. Employee must be regularly and customarily scheduled to work an average of thirty (30) hours each week to receive Employer payment.
- C. Effective April 1, 2017, the company will pay \$417.53 per eligible employee per month for the current health and welfare package for all employees living in the Portland/Salem metro area. Effective January 1, 2017, Portland Meadows will pay 80% of the cost of health and welfare for employees working outside of the Portland/Salem metro area. Any increases to the cost of health and welfare benefits during the life of this contract will be borne by the employees. Employee's share of premiums shall be paid through payroll deduction. The Union may choose to offer additional health and welfare options in order to make coverage more affordable for employees.

Section 11.3: Employees working only during the live racing season who receive insurance may pay premiums under COBRA during non-working months.

ARTICLE XII • PAID TIME OFF /LEAVE OF ABSENCE/HOLIDAYS

Section 12.1 - Paid Time Off:

A. Rate of Accrual

Full-time employees: Effective January 1, 2017, and on January 1 of each following year, employees who worked an average of twenty-five (25) hours or more per week in the previous calendar year will be granted four (4) days of Paid Time Off (PTO).

Part-time, non-occasional employees: Effective January 1, 2017, employees who worked less than an average of twenty-five (25) hours per week in the previous calendar year will be granted two (2) days of PTO.

New employees: On January 1 of 2017 and each year thereafter, an employee hired during the previous calendar year who worked an average of twenty-five (25) hours or more during the weeks that he/she was employed with the Employer will be granted four (4) days of PTO. Non-occasional employees hired during the previous calendar year who worked less than an average of twenty-five (25) hours during the weeks that he/she was employed with the Employer will be granted two (2) days of PTO.

- B. **Use of PTO:** Paid time off may be used to cover absences from work for any reason. PTO is in addition to sick leave earned in accordance with Oregon law at the rate of one

(1) hour for every thirty (30) hours worked, with a maximum of forty (40) hours earned per year. PTO must be taken in one (1) day increments, not by half days or hourly. Employees will be paid the number of regularly-scheduled hours worked by them on the day(s) that PTO is taken.

C. **Reporting:** No later than March 1, 2017, the Employer will report accumulated PTO on employees' paystubs.

D. **Carry over and cash out:** Employees will not be permitted to carry over unused PTO from year to year. Additionally, employees will not be paid for unused PTO.

Section 12.2 - Leave of Absence: An employee who has worked in the Pari-Mutuel Department in each of the prior five (5) consecutive years will be granted a one year's leave of absence without compensation upon a showing of good cause. In order to be eligible, the employee must have actually worked at least twenty (20) days in each of such prior five (5) consecutive years. Provided further, that upon concurrence of both the Employer and the Union, good cause being shown, a lesser period of time to qualify for a year's leave of absence may be allowed. An individual desiring to take a leave of absence shall notify the employer by letter at least thirty (30) days prior to the start of a racing season for which leave of absence is desired and send a copy of the letter to the union representative; a lesser period of time for providing notice may be granted upon good cause being shown. At the start of the next season of racing, said member having had a year's leave of absence will be rehired to the position entitled by the employee's seniority rights provided, however, that the employee remains competent to fully and efficiently perform the duties of that position, and his seniority rights will continue as if there had been no interruption, and his right to be rehired will be unimpaired.

Section 12.3 – Holidays: Any employee who works on one of the following holidays shall receive pay at the rate of time and one half (1.5):

New Years Day
Memorial Day
July fourth
Labor Day
Thanksgiving
½ (Half) day of the evening of Christmas Eve
Christmas
½ (Half) day of the evening of New Years Eve

For the purposes of this Section, "evening" begins at 1:00 pm.

ARTICLE XIII • DEATH BENEFITS

In order to be eligible for the death benefit provided for by this Article, an employee must have worked under the terms of this Agreement at least twenty (20) days during the racing season run immediately prior the employee's death. (The Union and Employer may agree to waive the 20-day requirement for long-time employees in appropriate circumstances). There will be paid on

behalf of such eligible employee a death benefit in the sum of One Thousand Dollars (\$1,000.00) of which Five Hundred Dollars (\$500.00) will be contributed by the Union. The Employer and the Union each reserve the right to pay a death benefit at a lesser rate if the rate of attrition of eligible employees becomes excessive. These monies shall be paid to the employee's surviving spouse, or if there is none, then to the employee's estate.

ARTICLE XIV • SHORTAGES

Section 14.1: Any employee, except as set forth herein, shall not be held responsible for lost, stolen, or damaged property of the Employer, except in the case of proven negligence or willful act on the part of the employee. Those employees handling money and tickets shall be accountable to the Employer for any loss or shortage thereof except when such loss or shortage is caused by:

- A. force or threat of bodily harm which has been proven; or
- B. acceptance of counterfeit money which is clearly not detectable; or
- C. catastrophic or other external causes beyond the control of the employee, including, but not limited to, miscalculations due to proven mechanical or software/hardware malfunctions.

Section 14.2: Employees shall be issued a lock on a daily basis to be used for their cash box. Such lock shall be turned in at the end of the employee's shift.

Section 14.3: Disputes concerning the application of this Section shall be referred to Article VI of this Agreement.

ARTICLE XV • SUCCESSORS

Successors and Assigns: This Agreement shall be binding upon both parties, their successors or assigns. In the event of sale or transfer of Portland Meadows, or any part thereof, the purchaser or the transferee shall be bound by this Agreement.

ARTICLE XVI • TERM OF AGREEMENT

Section 17.1: This Agreement shall remain in full force and effect from January 1, 2017 to December 31, 2018 and from year to year thereafter unless and until either party gives notice in writing at least sixty (60) days prior to the expiration date of their intention to terminate or modify same.

In the event of a written notice of intention to terminate or modify same Agreement, the parties shall meet as soon as possible thereafter for the purpose of negotiating such a new agreement or modifications to the existing agreement.

Section 17.2: It is agreed that if any provision of this Agreement is held to be in violation of any law by any administrative agency, or a court, then that provision should be void, but shall not

affect the validity of any other provisions of this Agreement, and such other provisions shall remain in full force and effect.

Section 17.3: Upon an administrative agency or court determination that a provision of this Agreement is in violation of the law, either party may declare that provision as void and the Employer and the Union shall meet and negotiate new terms and conditions to be substituted for the provisions only that were declared illegal, and in the event the Union and the Employer cannot agree upon new terms and conditions concerning such provisions within sixty (60) days, the dispute shall be referred to a mutually agreed upon Arbitrator.

FOR THE EMPLOYER:

Oregon Racing Inc.

Karsten Hennze
Portland Meadows

Vestal Monroe
Portland Meadows

FOR THE UNION:

SERVICE
EMPLOYEES INTERNATIONAL UNION,
LOCAL #49

Meg Niemi
President

Anna Roberts
Field Organizer

Jennifer Clark

Jeanette Patterson

Jerry Rickles

SCHEDULE A

New Trainee (one hour minimum)

Current applicable Oregon minimum wage

3/1/2017

Pari-Mutuel Clerks

\$10.99

*(effective 7/1/17 minimum hourly rate within
Portland Urban Growth Boundary is \$11.25)*

First year

Second year

\$11.68

Third year and thereafter

\$12.14

Assistant Lead Teller and Money Room

\$15.39

Lead Teller

\$17.02

Effective February 1st, 2018 the above rates shall increase by a factor of CPI.

"CPI" means the Consumer Price Index, All Items, All Urban Consumers (base year 1982-84 = 100), Annual Average 2017, for the PORTLAND-SALEM, OR CMSA published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is changed so that the base is changed from 1982-84 = 100, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

PREMIUMS

The premiums listed below apply only to the Pari-Mutuel Clerk position and do not apply at off track locations with the exception of the training premium.

IRS Window/VIP Room

\$1.60/hr

Program Selling Premium

\$5.20/shift

Training Other Employees

\$0.60/hr

Letter of Agreement

between

Portland Meadows

and

Service Employees International Union Local #49

The parties recognize that a number of employees currently receiving medical benefits may not strictly qualify for coverage under the provisions of Article XI, Section 11.2, or may qualify and disqualify at various times during the year.

Portland Meadows agrees that employees currently receiving medical benefits will not be disqualified for continued coverage should they continue to work near their current number of hours per week.

Employees will not be disqualified from receiving medical coverage for time missed from work due to leaves of absence that qualify for FMLA or OFLA, or a temporary change in an employee's schedule due to business factors outside of the employee's control, including but not limited to a temporary shutdown or the temporary loss of regularly scheduled hours of work to a point not below twenty six (26) hours per week.

For the Employer date

For the Union date

LETTER OF UNDERSTANDING

Between

Portland Meadows and SEIU Local 49

Re: Assignment of Certain Work Related to Instant Racing Machines at the Track

This LOU applies solely and exclusively to assignment of work relating to Instant Racing (as that term is defined below) at the Track.

The Employer may be installing Instant Racing machines at the Portland Meadows Track in the near future. The Employer will assign the work of paying customers for wagers and collecting money on Instant Racing machines to employees in the bargaining unit or to their direct supervisors or managers in the pari-mutuel department.

As used herein, the term “Instant Racing” means mutuel wagering on a horse race displayed as a video or audio recording, or another form of recording approved by the Oregon Racing Commission (Commission), but not any animation, computer simulation or other artificial representation of horse racing, and further provided that (a) the races displayed were actual events held at race courses during race meets; (b) the races displayed were subject to mutuel wagering at the time the races were originally held; and (c) the race meets at which the races displayed were originally held were approved by the Commission or by an equivalent regulatory body in another state.

Dated: October 9, 2014

For the Employer:

For the Union:
