

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 13-18

For the purpose of ratifying the collective bargaining agreement with the Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada Local 28 (IATSE 28).

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IATSE 28 have negotiated in good faith; and

WHEREAS, the parties have reached an agreement for a three year collective bargaining agreement; and

WHEREAS, the Union membership is voting to ratify the collective bargaining agreement; and

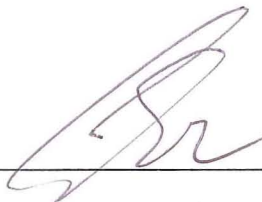
WHEREAS, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

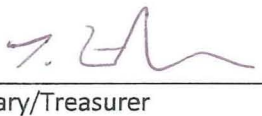
BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

- 1) Approves the collective bargaining agreement contingent upon IATSE 28 membership ratifying the contract attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues, or her delegate, to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on July 10, 2013.

Approved as to Form:
Alison Kean Campbell, Metro Attorney

Chair 

Secretary/Treasurer 

By: 
Nathan A. Schwartz Sykes, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving a collective bargaining agreement with the theatrical stage employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada Local 28.

Resolution No. 13-18

Presented by: Betsy Tripi, Metro Human Resources Analyst

Date: July 10, 2013

Background and Analysis: Bargaining began on April 15, 2013. The parties reached tentative agreement on the contract on June 24, 2013.

This collective bargaining agreement covers PCPA's fifteen regular department head stagehands as well as any relief department heads and extra stage labor hired by MERC/Metro.

Many of the direct costs under this contract, including wages and most benefits, are pass-through expenses billed to clients of PCPA. Accordingly, management's bargaining interest included controlling direct costs in order to remain competitive in the market; adding consistency where possible with clauses that are common to all the bargaining agreements of the agency; and improving the readability and clarity of the contract in order to promote certainty and reduce administrative time and expense. To meet these needs, contract provisions were re-ordered and several articles were brought into closer alignment with language across the six MERC contracts and the two Metro contracts.

RESOLUTION: The resolution states the MERC Commission approves ratification of the contract contingent upon IATSE 28 ratification. The major elements of the Agreement are as follows:

- **Term of Agreement:** July 1, 2013 - June 30, 2016.
- **Wages:** A cost of living increase of 2.25% will be applied to all wage rates for each year of the contract.
- **Insurance:** In FY 2013-14, MERC/Metro will contribute 94% of the insurance premium costs per plan and employees will pay 6%, consistent with current contribution levels. Beginning in FY 2014-15, MERC/Metro will contribute 92% of the premium costs and employees will pay 8%. MERC/Metro also contributes to the IATSE Health and Welfare Fund for relief department heads and extra stage labor hired under this agreement, subject to an indemnification provision. This contribution will increase from 18% to 18.5% in FY 2013-14 and 2014-15 and 19% in 2015-16. These are pass-through expenses for this work group.
- **PERS/retirement benefits:** There will be no change to current PERS/retirement benefits for the term of the contract. These are pass-through expenses for this work group.
- **Holidays:** Presidents' Day was added to the list of holidays compensated at a premium rate, which is consistent with other contracts.
- **Vacation:** An additional accrual rate was added for regular department heads with 10 or more years of service. Vacation accrual for relief department heads was limited to the lowest accrual rate. The option to exceed the cap on accrued vacation was eliminated.

Other significant language changes:

- The following new articles were created to address management interests: Management Rights, Probation and Breaks in Service, and Overpayments and Underpayments.

- Discipline and discharge language, Health and Welfare/Joint Labor Management Committee language, and grievance and arbitration procedures and timelines were substantially revised for clarity and consistency with other contracts.
- The union recognition clause was revised to clarify that the c.b.a. covers extra stage labor hired by MERC/Metro but not extra stage labor hired by clients.
- MERC/Metro agrees to deduct regular department heads' annual union membership fees in addition to the work fees currently deducted, subject to an indemnification provision.
- Equal Employment Opportunity language was standardized.
- Trainings or meetings scheduled on the same day as a separate work call will not be subject to minimum call provisions.
- A minimum of two department heads will be required backstage for any performance in the Keller, Schnitzer or Newmark, except per the Letter of Agreement between the parties for Oregon Children's Theatre performances, which was extended for the duration of the contract.
- Department Heads' maintenance responsibilities were clarified.
- Scheduling and vacation request procedures were clarified.
- Overtime language was revised to include safety as a factor in scheduling overtime.
- Exceptions to the recording fee premium were clarified.
- Obsolete wage classifications were eliminated and the pay plan was reformatted from 14 pages to two.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts for FY 13-14.

LONG RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are reasonable and consistent with other employee compensation and will be reflected in future budgets.

RECOMMENDATION:

Staff recommends approval of Resolution 13-18, which states the MERC Commission approves ratification of the contract contingent upon IATSE 28 ratifying the contract.

**COLLECTIVE
BARGAINING
AGREEMENT**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

**THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES, ITS TERRITORIES AND CANADA**

LOCAL 28

Effective July 1, 2013 - June 30, 2016

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Agreement

THIS AGREEMENT is made and entered into effective July 1, 2013, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as the "Employer" or "MERC"), and LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (hereinafter referred to as the "Union").

WITNESSETH

Purposes

For and in consideration of settled and harmonious trade conditions, mutually beneficial to the parties hereto, the Employer and the Union do hereby enter into and agree to abide by the following Agreement covering wages, hours and working conditions of the employees of the Employer in the classifications hereinafter set forth.

ARTICLE I: Union Recognition and Hiring

- 1.1 The Employer recognizes the Union as the sole exclusive bargaining representative for all of its employees as set forth in the wage classifications herein, and the Employer agrees that all employees employed by it to perform within the jurisdiction of the Union shall become members of the Union in accordance with the Constitution and By-Laws of the Union or shall become fair share payers pursuant to 1.2.3.
 - 1.1.1 This Agreement includes only Department Heads, and Relief Department Heads and Extra Stage Labor hired by the Employer as specified. This Agreement shall specifically exclude all extra stage labor employed by clients of the Employer; supervisors, security personnel, building maintenance employees, clerical employees, casual non-stagehand labor, box office employees, ushers, ticket takers, and other professional trades employees.
 - 1.1.2 Metropolitan Exposition-Recreation Commission (MERC) meetings, Metro Council meetings, or other MERC or Metro in-house activities conducted at the Portland Center for the Performing Arts (PCPA) facilities shall not require the services of any employees covered by this Agreement, so long as only general house lights are utilized, and the sound reinforcement system, computerized lighting board or any house curtains are not utilized.

1.2 Dues and Work Fees

The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees for Union members and membership dues for Regular Department Heads who have provided the Employer with written authorization for such deductions, or fair share fees pursuant to 1.2.3. Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share payer. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing. The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.

1.2.1 Work fees will be deducted in the amount of 5% of gross wages per pay period.

1.2.2 Regular Department Heads' membership dues will be deducted in an amount equal to 1/24 of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earnings received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earnings to cover the deduction of the applicable dues or fees.

1.2.3 **Fair Share:** The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law. The Employer shall deduct a fair share fee or payment in-lieu-of-dues from the paycheck of each bargaining unit member covered by this contract who is not a member of Local 28. The amount will be designated by Local 28, but in no event will it exceed an amount equal to the full dues and initiation fees paid by Local 28 members. Local 28 shall utilize such payments in accordance with the requirements of state and federal law. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.

1.2.4 **Indemnification:** The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of implementation of this Section if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

1.3 **Equal Opportunity:** Both the Employer and the Union recognize and promise to adhere to the principles of equal opportunity and agree to cooperate with each other in complying with all applicable federal, state and local laws and regulations. Both parties to this Agreement agree not to discriminate with regard to conditions of membership in the Union, and employment by and with the Employer in any manner regarding race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, or any other status protected by law.

1.4 **Hiring**

1.4.1 The parties agree that the Employer is solely responsible for selecting and hiring Department Heads. The parties also agree that the Union has expertise in the areas covered by this Agreement. The parties agree to work together to maintain the high-level standards currently in place. The selection of Department Heads shall not be subject to grievance, except that current employees may grieve transfer or promotion decisions on the basis of equal opportunity as provided in 1.3.

1.4.2 The Union shall provide necessary personnel that possess the level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer and/or any third parties utilizing such employees. The Employer and the Union shall provide ongoing training and education for all employees covered by this Agreement. MERC, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.

1.5 **Continuing Education, Licenses and Training**

1.5.1 The Employer shall support the Union in a continuing education program in stagecraft and shall assist in providing Regular Department Heads with related training education.

1.5.2 If work assigned by the employer requires an electrical license to be held by a Regular Department Head the licensing fees, tuition and materials shall be reimbursed or paid by the Employer.

1.5.3 The Employer may require employees to participate in additional training related to the Employer's needs and the employee's job description. When such training is required, tuition and materials shall be reimbursed or paid by the Employer. Training hours will be counted as hours worked and shall be compensated at straight time. Training or meetings scheduled on the same day as a separate work call will not be subject to minimum call provisions described in Article VI, Section 6.4.1 when there is no more than a two hour break between end of the first activity

and the scheduled start time of the second activity. All other working conditions will remain in effect.

- 1.5.4 The Employer may direct employees covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required it shall be compensated as set forth in Article VI: Wages; Overtime & Conditions.

ARTICLE II: Management Rights

- 2.1 The Employer shall have and retain the sole responsibility for the management and operation of all Metro and/or MERC functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following, diminished only as required by law and this Agreement:
 - 2.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments;
 - 2.1.2 Planning, directing, controlling and determining the operations or services of Metro and/or MERC;
 - 2.1.3 Determining the methods, means, and, subject to Article III Sec. 3.2, the number of personnel needed to carry out any department's or facility's mission;
 - 2.1.4 Hiring and assigning or transferring employees within or between departments or facilities;
 - 2.1.5 Promoting, suspending, disciplining or discharging, consistent with this Agreement;
 - 2.1.6 Laying off or relieving employees due to lack of work or funds;
 - 2.1.7 Introducing new or improved methods, equipment or facilities; and
 - 2.1.8 Directing the work force and issuing, making, changing, publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining, provided they are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. The Employer agrees the Union has the right to challenge work rules through the grievance procedure if it believes the work rule to be arbitrary and/or capricious.

ARTICLE III: Jurisdiction

- 3.1 This Agreement shall only apply to the Portland Center for the Performing Arts. It is understood and agreed that the Union has jurisdiction over all stagecraft performed by stagehands employed by the Employer to work in PCPA facilities as described in Section 3.2.
- 3.2 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
 - 3.2.1 There shall be five (5) production departments that cover the working jurisdiction and responsibilities of the Union under this Agreement. These departments are to be known as (1)Carpentry, (2)Electric, (3)Sound, (4)Fly and (5)Property. There shall be a Department Head for each department. Each Department Head shall appropriately maintain the equipment and coordinate the personnel working within their production department.
 - 3.2.2 At Keller Auditorium and Arlene Schnitzer Concert Hall (ASCH), the first five (5) stage labor employees shall be Department Heads and employees of MERC. At the Newmark Theatre, the first four (4) stage labor employees shall be Department Heads and employees of MERC. The first (1st) stage labor employee at the Winningstad Theatre shall be a Department Head and an employee of MERC. A minimum of two Department Heads will be required backstage for any performance in the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Newmark Theatre. Reductions from these minimums shall be determined by mutual agreement of the Union and the Employer in accordance with the needs of the event. The parties agree there shall be no minimum for Brunish Theatre and that users can provide their own stage labor. If the Employer calls stage labor to Brunish Theatre, the terms of this Agreement apply.
- 3.3 Personnel engaged by the Employer to perform the work covered under this Agreement shall be considered employees of the Employer, which has the ultimate right of control and direction of the employees during the event in question. All employees shall conform to work rules regarding procedures and methods of operation.
- 3.4 The Employer shall determine the specific job assignments of all individuals employed under this Agreement. The Employer and the Union further recognize and agree that all Department Heads may be assigned to work in all areas if qualified, may be required to rotate positions from time to time, and may be assigned to perform work as required or as needed without regard to venue or departmental distinction. A Department Head may perform tasks in other areas without regard to departmental distinction; however, it is

understood that these tasks shall not interfere with the safe and professional execution of their primary responsibilities to the Employer as a head of department.

ARTICLE IV: Probation and Breaks in Service

4.1 Probation

All Department Heads hired during the term of this contract shall serve a six-month probationary period.

4.1.1 Just cause protections for Regular Department Heads, Relief Department Heads and Extra Stage Labor are described in Article XI, Discipline and Discharge.

4.2 Breaks in service

Any individual who does not work for the Employer for 12 or more consecutive months will be deemed to have separated from MERC/Metro. An individual who returns to work after a 12-month break in service will be required to complete any applicable probation and re-qualify for any contractual benefits conditioned on length of employment or hours worked for MERC/Metro. If the individual has taken any statutorily protected leave, calculation of the length of the break in service will comply with all relevant legal requirements, which may call for more than 12 months of protected leave. Leave may also be extended beyond 12 months in accordance with the terms of Metro's personnel policies.

ARTICLE V: Scheduling

5.1 Requests for Time Off

Department Heads are responsible for requesting time off at least two weeks in advance.

5.1.1 Department Heads will use the Employer's timekeeping system to request paid or unpaid time off (leave without pay). Requests for vacation will be processed consistent with Article VIII (Vacation).

5.1.2 Department Heads will provide notice of unavailability for scheduling by requesting leave without pay through the Employer's timekeeping system.

5.1.3 At the time the request is made, the Department Head shall recommend an available Relief Department Head who can perform the duties required to the satisfaction of the Employer and third parties paying for services. In the event of a schedule change with less than two weeks notice, the Department Head is still responsible for recommending an available Relief Department Head.

5.2 Relief Department Heads

The Employer will coordinate the scheduling of a Relief Department Head with the Union by either requesting an individual by name or by asking the Union to dispatch a worker. A Relief Head is responsible for the performance of all typical duties of the Department Head. The Employer retains the right to reject any Relief Department Head referred.

5.2.1 If a Relief Department Head is required for single events or for predetermined periods of time, the Relief Department Head shall be engaged under the terms and conditions of this Agreement. If a Relief Department Head is required during the run of a production and the Relief Head is already on the presenter's payroll, the Relief Head may stay on the presenter's payroll for the purpose of payroll continuity. With respect to Relief Department Heads, the Employer may opt to use a mutually agreed on payroll company as specified for Extra Stage Labor under Section 5.3.1.

5.2.2 Regular and Relief Department Heads will be scheduled by the Employer. Unless prior arrangements have been made, or except in cases of unforeseen events (illness, personal business, death of family members, etc.), Regular or Relief Department Heads who start a show shall be allowed to complete it, subject to Article XI.

5.2.3 When a Regular Department Head requests temporary leave during a performance run or work call, a shadowed performance call or additional training may be required for their replacement. Both determinations will be made at the sole discretion of the Employer. During a shadowed call a Relief Department Head learns the cues and duties associated with the performance. The Relief Head shall receive Department Head pay for all hours worked during shadowed calls or training.

5.3 **Extra Stage Labor:** When Extra Stage Labor beyond the number of Regular Department Heads is needed to perform maintenance or other tasks, the Employer shall notify the Union at least 24 hours in advance of the time and location of the calls and the number of personnel needed. The Union shall provide the qualified personnel to fill the call. If the Union is unable to fill the call after the Employer provides the required notice, the Employer may fill the call by other means.

5.3.1 Extra Stage Labor shall be subject to the terms and conditions of this Agreement and shall be paid according to Exhibit A. Extra Stage Labor may be paid through the regular Metro payroll, or the Employer may opt to use a mutually agreed on payroll company.

- 5.4 **Notice of Resignation or Retirement:** No employee working under this Agreement shall resign unless two (2) weeks' written notice is given to the Employer. The employee shall send a copy of said notice to the Business Agent of the Union. The parties hereto may mutually agree to a shorter period of notice, should conditions so warrant.

ARTICLE VI: Wages; Overtime & Conditions

- 6.1 Attached hereto is Exhibit A, which is incorporated by reference and made a part of this Agreement. Exhibit A sets forth the job classifications, wages, hours and overtime to be paid to all employees performing the work described therein, and the exhibit, having been agreed to by the parties, shall be binding upon the Employer, the Union and employees covered by this Agreement. Effective the next pay period following ratification of this agreement by both parties, wages will be increased 2.25% for the fiscal year beginning July 1, 2013. Effective July 1, 2014 wages will be increased 2.25% and effective July 1, 2015 wages will be increased 2.25% as reflected in Exhibit A.

6.2 Conditions of Regular Time

- 6.2.1 When employees are employed during the hours of 8:00 a.m. and 12:00 midnight, they shall be paid at the regular straight-time hourly rate, as modified by the premium provisions of this Agreement.
- 6.2.2 If an employee performs the duties of a higher paying classification, they shall receive the higher rate specified in Exhibit A. Such time shall be paid in one (1) hour increments. At no time shall a Department Head receive less than Department Head rate. If Regular Department Heads are not available for any work, their replacement Relief Department Heads shall receive head of department pay, or greater as determined by work performed.

6.3 Conditions of Overtime

- 6.3.1 When employees are engaged for work calls during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be two (2) times the regular straight time hourly rate. The hourly wage rate shall revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 6.4.11.
- 6.3.2 **Daily overtime:** When employees have worked more than eight (8) hours on the same day, the wage rate shall be one and one-half (1 ½) times the applicable hourly rate.
- 6.3.3 **Holidays:** When employees are engaged for any work call on a holiday during the twenty-four (24) hour period constituting a holiday (12 midnight to 12 midnight),

the employee shall be compensated at two (2) times the regular straight time hourly rate. Holidays for purposes of this Agreement are:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve after 6:00 pm	December 24
Christmas Day	December 25

- 6.3.4 When employees are engaged for any work calls on a holiday and are entitled to additional premium pay due to provisions contained in this Agreement, then such pay shall not exceed two (2) times the regular straight time rate. The limit on premium pay shall not apply to the meal premium contained in Section 6.5.
- 6.3.5 **Weekly overtime:** The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. Hours worked in excess of forty (40) regular hours in an employee's workweek (Monday through Sunday) shall be compensated for at one and one-half (1 ½) times the applicable hourly rate.
- 6.3.6 Except as provided in this Article, the Employer shall retain the right to monitor all overtime and schedule employees in a manner that promotes employee safety.
- 6.3.7 No employee shall be replaced or removed after eight (8) hours per day or after forty (40) hours per week during a single promoter event for the purpose of preventing payment of overtime or premium wage scale.
- 6.3.8 The Employer has the right to schedule a separate crew when work with more than one promoter makes around-the-clock and multiple shift work necessary.
- 6.3.9 If a single promoter event is expected to result in the employee working more than 24 continuous hours, the Employer shall notify the Union and endeavor to schedule staff in a manner that ensures both safety and continuity of work.

6.4 **Conditions of Wage Policy**

- 6.4.1 Minimum calls shall be four (4) hours pay at the rate applicable to the time of day the four (4) hour call falls within, except that no rate other than the regular base rate shall be paid on minimum calls unless employees are actually working during premium times.
- 6.4.2 Maintenance work and inspections of the five (5) production departments covering the working jurisdiction and responsibilities of Department Heads under this Agreement shall be performed as directed by management and/or manufacturer requirements. The appropriate Department Head shall lead the work.
- 6.4.3 When initiated by Department Heads, maintenance work and inspections of the equipment or systems under their care shall have no minimum call requirements. Extra Stage Labor needed to perform maintenance work or other tasks under the direction of a Department Head shall be paid as Grips/Extra People, or greater as determined by the work performed.
- 6.4.4 For purposes of computing time under this Agreement, any fraction of a half-hour over five(5) minutes, when worked by an employee, shall be considered a full half-hour.
- 6.4.5 In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article.
- 6.4.6 Employees shall be allowed an uninterrupted rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as nearly as possible to the midpoint of the work period.
- 6.4.7 On a call back where the break between the call back and the initial work is more than one hundred twenty (120) minutes, the call back shall be paid as a four (4) hour minimum call.
- 6.4.8 Employees will be kept on call only when appropriate stage work is required by the Employer.
- 6.4.9 All employees shall have a paid pre-call of no less than one-half ($\frac{1}{2}$) hour prior to the beginning of the performance.
- 6.4.10 Employees shall remain on the call until the performance is completed.
- 6.4.11 Employees covered by this Agreement working more than one hundred twenty (120) minutes between midnight and 8:00 a.m. will continue receiving the same rate of pay as specified in 3.3.1 until the employee has received no less than an eight (8) hour rest period.

- 6.4.12 The wage rate applicable to employees (other than Department Heads) who perform maintenance work shall be determined on a case-by-case basis, depending on whether the work is performed without supervision, whether a special license is required or other factors particular to the specific job.
- 6.4.13 Absent unusual circumstances beyond the Employer's control, the Employer shall provide at least forty-eight (48) hours advance notice prior to the originally scheduled call time for the event to employees covered by the Agreement.

6.5 Meal Period Breaks During Employment

- 6.5.1 All employees covered by this Agreement shall have an unpaid meal period of at least one (1) hour duration no later than the end of the fifth continuous hour of work except as noted below. Meal periods may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe, professional manner.
- 6.5.2 When working for PCPA on a venue maintenance call, an unpaid meal break of ½ hour will be allowed, at the option of the employee.
- 6.5.3 If the Employer or a presenter has a special situation and MERC wishes to negotiate an exemption or modification to these conditions, it shall contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. Should the representatives of both the Employer and the Union fail to mutually agree upon a revised meal period break, the Employer shall pay each employee a meal period premium. The value of a meal period premium shall be computed as being equal to one and one-half (1 ½) times the applicable hourly rate until such a meal period is allowed. If no meal is given by the end of the seventh hour then the meal premium shall be computed as being equal to two (2) times the applicable hourly rate until such a meal period is allowed.
- 6.5.4 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period premium, may provide an adequate meal for all employees and at least thirty (30) minutes to consume the meal. Employees shall receive continuous pay during the thirty (30) minute meal period.
- 6.5.5 Definition of adequate meal: Between 8:00 A.M. and 8:00 P.M., an adequate meal is cold sandwiches and/or deli trays, salad, chips and drinks. Between 8:00 P.M. and 8:00 A.M., an adequate meal is a hot entrée, two sides and drinks.

- 6.5.6 If a meal period falls between the hours of 10:30 P.M. and 8:00 A.M., an adequate hot meal and a one-half (½) hour period in which to eat must be provided. Employees shall receive continuous pay during the one-half (½) hour meal period.
- 6.5.7 In the Winningstad Theatre, no employee shall take a meal break during a performance or any type of rehearsal. No employee shall take a meal break during a performance or dress rehearsal.
- 6.5.8 Department Heads shall receive a minimum one and one-half (1 ½) hour call immediately following each meal break.
- 6.6 Time sheets submitted to the Employer shall not be altered by the Employer without notification to the affected employee of any such alteration.
- 6.7 Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer's regular payroll period.
- 6.8 No employees covered by this Agreement shall donate his or her services without prior, mutual, written consent of the Employer and the Union.

ARTICLE VII: Health and Welfare

7.1 Joint Labor-Management Committee

A Metro Joint Labor-Management Committee (JLMC) for Health Benefits comprised in accordance with adopted by-laws shall review health dental and vision insurance plans and costs, and shall make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to serve and vote on the Joint Labor-Management Committee on Health Benefits.

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

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

7.2 **Benefit Eligibility:** Regular Department Heads shall be eligible for Health and Welfare benefits currently provided to the Employer's represented employees on the 1st (first) day of the month following thirty (30) days of employment.

7.3 **Premium Sharing for Regular Department Heads**

Beginning July 1, 2013, Metro shall contribute ninety-four percent (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan through payroll deduction for medical, dental, and vision plans provided by an HMO and/or PPO/indemnity carrier. Beginning July 1, 2014 and throughout the remaining duration of this Agreement, Metro shall contribute ninety-two percent (92%) and employees shall pay eight percent (8%) of the premium costs.

7.3.1 Metro agrees to pay an amount not to exceed \$150 per month to Department Heads who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

7.3.2 **Plan Changes:** If Metro does not voluntarily change plans, but rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro 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 Metro operate outside of the health insurance plan structure that it is offering employees.

7.4 The Health and Welfare benefit package is in lieu of Section 7.6 and applies to Regular Department Heads only. If, during the term of this agreement, the Employer is unable to offer a choice between an HMO and PPO/ indemnity plans, the Union may "opt out" of the Employer's health and welfare benefit package and may choose for all Department Heads the health and welfare benefits offered by the IATSE National Health & Welfare Fund. Metro's implementation of a lack of offering both an HMO and PPO/indemnity plan will be the qualifying event for IATSE to opt out. In the event that the Union chooses this option, the Employer shall contribute to the IATSE National Health & Welfare Fund an amount equal to the amount the Employer was contributing for the employee at the time they opted out; however it may be changed in the event the employee has a qualifying event that would allow them to add or delete a dependent. In such case the Employer will contribute the amount it would have contributed prior to the elimination of the plan had those dependents been added or deleted prior to the plan change.

7.5 Health benefits will be funded to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.

7.6 IATSE National Health & Welfare Fund

- 7.6.1 For all Relief Department Heads and Extra Stage Labor working under this Agreement, the Employer agrees to contribute to the IATSE National Health & Welfare Fund 18.5% of the gross wages earned by each employee covered by this Agreement and employed by the Employer under its terms. Beginning July 1, 2015 through the remainder of the contract, the Employer's contribution will be 19% of gross wages. The contributions are payable by the 10th of the month following the month of employment. These contributions are in addition to all wages and other sums required to be paid by this Agreement.
- 7.6.2 The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the IATSE National Health & Welfare fund, including all its rules and regulations (including, without limitation, the Statement of Policy and Procedure for Collection of Contributions payable to Employers) and any and all amendments and modifications thereto that may be adopted by the Trustees during the Terms of this Agreement. The Employer agrees to execute all documents necessary to support contribution to the IATSE National Benefit Funds.
- 7.6.3 The Employer's obligation to make contributions to the health and welfare plan, described above shall not be construed as a guarantee by the Employer that it will continue to agree to make such contributions in future contracts. The Employer expressly reserves the right to negotiate a cessation or substitution of its health and welfare contribution obligation in future labor agreements, and the Employer shall have no liability to any past, present or future employee with respect to such decision. The parties further acknowledge and understand that the Employer's agreement to make contributions to any of the insurance plans referred to above shall not be construed as a guarantee of any specific level of benefits and the Employer's only obligation under the terms of this Agreement shall be to make the monthly contribution described above.
- 7.6.4 Consistent with the 2003 Letter of Agreement between the parties, the Union shall indemnify, hold harmless, and defend the Employer, its agents, employees and elected officials from and against any and all liabilities damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from any activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from the Employer's contributions to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This provision will apply only

if the Employer is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.

- 7.7 **Life, Long Term Disability, and Accidental Death and Dismemberment Insurance:** Life insurance, dependent life, long-term disability, and accidental death and dismemberment coverage shall be provided to all employees who are health insurance benefit eligible. Such coverage will be provided at no cost to the employee unless adjustments are made because of recommendations made by the Joint Labor Management Committee to minimize medical, dental, and vision costs.
- 7.8 The Employer will comply with the Affordable Care Act and all applicable legal requirements related to health care reform.

ARTICLE VIII: Vacation

8.1 Eligibility

- 8.1.1 **Regular Department Heads:** Regular Department Heads who have successfully completed the probationary period in Article IV are eligible to take accrued vacation leave with pay.
- 8.1.2 **Relief Department Heads:** Relief Department Heads who have been employed for more than 1040 hours during one fiscal year are eligible to take accrued vacation leave with pay.

8.2 Vacation Accrual

Regular Department Heads shall accrue vacation at the rate shown below:

Years of Service	Accrual Rate
0 through 4	0.04 hours of vacation per hour worked
5 or more	0.06 hours of vacation per hour worked
10 or more	0.08 hours of vacation per hour worked

- 8.2.1 Relief Department Heads who are not also employed as Regular Department Heads shall accrue vacation at the rate shown above for 0 through 4 years of service.
- 8.2.2 Regular and Relief Department Heads will not be allowed to accrue more than two hundred and fifty (250) hours of vacation leave. If an employee is close to

reaching the 250 hour cap, the employee will request to schedule vacation as described in 8.3 of this Article.

- 8.3 **Scheduling of Vacations:** Vacation requests shall be consistent with Article V (Scheduling). Requests must be submitted through the Employer's timekeeping system and approved by management. Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. Vacation requests will be processed within two weeks of the request. If a vacation request is denied, the employee will be informed in writing.
- 8.4 **Vacation Pay Upon Termination:** A Department Head who has successfully completed the initial probationary period, and is separated from MERC, shall be entitled to payment for accrued vacation leave. In no case shall payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due is paid.
- 8.5 **Breaks in Service:** Eligibility to take vacation and to receive higher accrual rates based on years of service is subject to the Break in Service provision in Article IV.

ARTICLE IX: Retirement Benefits

- 9.1 **Public Employees Retirement System:** The Employer will continue its participation in the PERS program as required by law. The required six percent (6%) employee PERS contribution shall be "picked up" by the Employer.
- 9.2 For Relief Department Heads and Extra Stage Labor working under this Agreement for whom it is not required to make a PERS contribution, the Employer shall contribute an amount equal to seven percent (7%) of each employee's wages to the Entertainment Industry 401(k) plan. The Employer agrees to process employee contributions to the plan for those employees for whom the Employer makes contributions, subject to approval by the plan and review by Counsel for the Union.

ARTICLE X: No Strike or Lockout

- 10.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slow-down or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. The Employer and the Union each agree that neither

shall engage in any strike, slow-down, other work stoppage or lockout except in compliance with and as permitted by Oregon law.

- 10.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section 10.1, the Union agrees to immediately notify any employees engaging in such activities to cease and desist. The Union agrees to 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 employees 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 10.1 above to return to work.

ARTICLE XI: Discipline and Discharge

- 11.1 Disciplinary actions shall include only the following:

- Oral reprimand,
- Written reprimand,
- Suspension, or
- Termination (discharge).

11.1.1 The Employer may select any of these disciplinary actions as appropriate to the circumstances.

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

11.1.3 The Employer will send the Union notice of any disciplinary action.

- 11.2 Just cause for discipline includes, but is not limited to: unsatisfactory work performance, violation of Metro personnel policies, violation of work rules adopted pursuant to this Agreement, criminal conduct, dishonesty related to employment, drinking related to employment, insubordination related to employment, selling, transporting or using illegal narcotics and/or any other conduct sufficiently serious in nature as to justify employee discipline, regardless of whether the employee has been provided with a prior written warning notice concerning the conduct in question.

11.2.1 Regular Department Heads who have completed the required six-month probation described in Article IV will not be subject to termination or other discipline without just cause.

- 11.2.2 Relief Department Heads and Extra Stage Labor are entitled to just cause rights upon completion of 800 hours of work for the Employer. The calculation date for the 800 hours begins July 1, 2010.
- 11.2.3 Just cause rights are subject to the break in service provision in Article IV.
- 11.2.4 No individual working under this Agreement shall be removed for arbitrary or capricious reasons regardless of probationary status or length of service.
- 11.3 If feasible, the Employer shall give the Union and affected employee two (2) weeks' written notice of intent to discharge, but nothing in this Agreement shall require the Employer to provide such notice. In situations where an employee is discharged with less than two (2) weeks' notice, or otherwise removed from the job without prior warning, the employee shall be paid for actual time worked on the date of the discharge or suspension, and the minimum call requirements of the various schedules to this Agreement shall not apply.

ARTICLE XII: Resolution of Disputes

- 12.1 **Grievance and Arbitration Procedure:** 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. Employees (either alone or with a Union representative) and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved, a written grievance may be initiated and pursued following the procedures in this Article.
 - 12.1.1 At all steps listed below, a grievance must be signed by a Union representative and must include a written statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested.
 - 12.1.2 The Employer or its designee(s) shall meet at mutually convenient times with the Union.
- 12.2 **Steps of Grievance Procedure**
 - 12.2.1 **Step I - Supervisor:** An employee may present a written grievance to their immediate supervisor within fourteen (14) calendar days of the date on which the events occurred giving rise to the grievance.

An employee's supervisor shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.
 - 12.2.2 **Step II – Facility Director:** If a written grievance is not resolved at Step I, the Union may advance the grievance to Step II by submitting it to the Facility Director. A Step

II grievance is due within fourteen (14) calendar days of receipt of the supervisor's Step I written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due.

The Facility Director shall respond to the Step II written grievance in writing within fourteen (14) calendar days of its receipt.

12.2.3 **Step III – General Manager, Visitor Venues:** If a written grievance is not resolved at Step II, the Union may advance the grievance to Step III by submitting the grievance to the General Manager of Visitor Venues. A Step III grievance is due within fourteen (14) calendar days of receipt of the Facility Director's Step II written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due.

12.3 Arbitration

12.3.1 If the grievance is still unsettled, the Union may within fourteen (14) calendar days of the date of the Employer's Step III response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step III, notify the Employer and the Metro Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Metro and the Union.

12.3.2 In order to advance the grievance, the Union shall request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within fourteen (14) calendar days from the request for arbitration. Upon receipt of the list of arbitrators within fourteen (14) days both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first.

12.3.3 The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision, which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer.

12.3.4 Expenses for the arbitrator shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses.

- 12.3.5 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 jointly share the cost of the transcript and all copies.
- 12.3.6 If either party fails to proceed with the procedures of this Section within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.
- 12.4 **Time Limits:** The time limits of this grievance and arbitration procedure shall be strictly adhered to. If the employee or the Union fails to advance the grievance within the specified time limit, the grievance will be deemed abandoned and the Employer will have no further obligation to process or arbitrate the grievance. 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 be available.
- 12.4.1 **Extension of Time Limits:** The time limits of this grievance and arbitration procedure may be extended by mutual agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.
- 12.4.2 For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.
- 12.5 The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.
- 12.6 The provisions of this Article shall 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 XIII: Miscellaneous Provisions

13.1 Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the privilege of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that no interruption of work shall occur.

13.2 **Other Work**

The Employer, at its sole discretion, may offer employees represented by the Union under this Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction or responsibilities of the Union covered under this Agreement. Neither the offer by the Employer to employees represented by the Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by the Union will constitute a precedent and/or past practice under this Agreement nor shall future work be covered by this Agreement. Employees shall not be required to perform work outside of the jurisdiction of this Agreement. When work outside of the normal jurisdiction is performed, the terms and conditions of this Agreement shall apply. Applicable wage rates shall be mutually agreed upon in advance.

ARTICLE XIV: Safety and Workers' Compensation

- 14.1 **Workers' Compensation Insurance:** It is agreed by the Employer that the employees shall be insured according to the requirements of Oregon Revised Statutes ch. 656.
- 14.2 **Safety:** The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with all applicable federal, state and local laws pertaining to health and safety. In situations that are under the direct control and responsibility of the Employer, the Employer shall respond promptly to alleged unsafe conditions brought to its attention by an employee. The Union shall appoint one or two members to the Portland Center for the Performing Arts Safety Committee and may discuss safety issues of mutual concern and make recommendations to the manager of the Portland Center for the Performing Arts regarding safety issues pertaining to employees.
- 14.3 **Modified Duty:** When there is a compensable on-the-job injury and the Department Head is released for modified duty by a physician, Risk Management will meet with the Union Business Agent and a management representative to determine a suitable and available light duty assignment.

ARTICLE XV: First Opportunity Target Area Recruitment

The Union hereby agrees to use its best efforts to assist the Employer in meeting its community outreach and target area hiring obligations.

ARTICLE XVI: Recording - Video and Audio

- 16.1 Subject to the exclusions in Article 16.3 below, any film, video or audio recording and/or transmission used for commercial purposes shall be classified as a recording and all employees performing services under this Agreement on such work shall be compensated at the recording rate listed in Exhibit A.
- 16.1.1 The recording rate shall apply at all times during recording and/or transmission to all crew-members from the beginning to the end of the recorded event.
- 16.1.2 If the Sound Department Head is utilized for his/her technical expertise beyond regular job duties or is asked to perform substantial other duties related to the recording of an event, then all hours worked on the event by the Sound Department Head shall be paid at the recording rate. If equipment is added for the purpose of recording, the applicable recording rate will be paid for the Sound Department for all hours from load-in to load-out, and will also apply to all crew required for the call from the beginning to the end of the recorded event.
- 16.1.3 When a special event takes place the recording rate shall apply to all crewmembers for all hours worked on the event, from load-in through load-out. For purposes of this Article, a "special event" is an event that is designed to be recorded, or for which recording is a primary purpose of the event, or which is produced with high production values that are the equivalent of a broadcast event. A single recorded performance during the run of a production, is not considered a special event for purposes of this Article.
- 16.2 At least one Department Head shall be employed at all times during the installation and operation of recording equipment.
- 16.3 **Exceptions:** Unless the recording is reproduced for sale or transmitted for sale, the recording rate shall not apply for the purposes or under the circumstances listed below:
- a) Recording or transmitting for newscast purposes; provided the broadcast segment is no longer than five (5) minutes.
 - b) Promotional activities for the event itself or for the purpose of selling tickets;
 - c) Any event or activity presented by non-profit (as defined by Section 501(c) 3 of the Internal Revenue Code) performing, visual, civic, social, religious, or educational organization or institution;
 - d) Closed circuit television within any PCPA facility;
 - e) The recording and/or transmission for public radio or television for crewmembers other than the Sound Department Head;

f) Recording for archival or study purposes for crewmembers other than the Sound Department Head as per 16.1.2. For the purposes of this Article, an archival recording will be defined as the following:

- Audio: a board feed utilizing only equipment required for the event.
- Video: utilizing no more than two fixed cameras.

Recording devices not interconnected with house systems are excluded from the archival/study purpose limitations of this Article and therefore shall not be subject to recording rates.

ARTICLE XVII: Overpayments and Underpayments of Wages and Benefits

17.1 Overpayments

In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall recover the overpayment as follows:

17.1.1 The Employer shall notify the employee in writing of the overpayment. The Employer shall notify the Union of overpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an overpayment exists and the amount of wages and/or benefits to be repaid.

17.1.2 The employee shall respond to the overpayment notification within 14 calendar days. The employee may respond by (1) accepting the Employer's proposed repayment schedule by completing and returning a form provided by the Payroll Division; (2) disputing the existence or amount of the overpayment by filing a step 1 written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.

17.1.3 If the employee does not accept the Employer's proposed repayment schedule within 14 days, the employee, the Union (at the request of the employee) and the Employer shall attempt in good faith to reach mutual agreement on the amount of the overpayment and a repayment schedule within 14 days of the employee's response. The parties may extend this timeline by written mutual agreement.

- 17.1.4 Payroll deduction may be used to recover all or part of an overpayment only if authorized by the employee in writing. At the employee's request, the Union may authorize the use of payroll deduction on behalf of the employee.
- 17.1.4.1 The employee (or the Union, if applicable) may provide authorization by completing and returning a form provided by the Payroll Division.
- 17.1.4.2 The Payroll Division may agree to process a payroll deduction if written authorization is provided in a format other than the form provided, but it is not required to do so. At a minimum, an acceptable authorization must clearly indicate acceptance of the payroll deduction method; the total amount to be deducted; the percentage or amount to be deducted per paycheck; and whether the remaining amount may be deducted from the employee's final check if the employee leaves the Employer's service before the Employer fully recovers the overpayment.
- 17.1.5 The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the Employer will use the payroll system to process the corresponding adjustments if, in the Employer's determination, it is lawful and cost-effective to do so.
- 17.1.6 This Article does not waive the Employer's right to pursue other legal procedures and processes to recover an overpayment made to an employee at any time should the employee and the Employer not reach agreement per the procedure outlined in this Article.

17.2 Underpayments

- 17.2.1 In the event the Employer discovers and agrees that an employee has been underpaid, the Employer shall notify the employee in writing of the underpayment. The Employer shall notify the Union of underpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an underpayment exists and the amount of wages and/or benefits to be repaid.
- 17.2.2 The Employer shall correct any such underpayment that was made within a maximum period of two years before the notification.
- 17.2.3 This Section applies only to undisputed underpayments. This Section will not apply to disputes over the application of terms of this Agreement.

ARTICLE XVIII: Term and Termination

- 18.1 **Term:** This Agreement shall be effective July 1, 2013 and shall remain in full force and effect until the 30th day of June, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after said notice.
- 18.2 **Closure:** The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 18.3 **Amendment:** The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

EXHIBIT A: Wage Classifications

MERC - IATSE 28

July 1, 2013 - June 30, 2016

DEPARTMENT HEADS: Carpenters, Flyrail, Electrician, Properties and Sound, Orchestra Head and Supertext Operator						
	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$25.78	\$12.89	\$26.36	\$13.18	\$26.95	\$13.48
After 8 hours/day or 40 hours/workweek	\$38.67	\$19.34	\$39.54	\$19.77	\$40.43	\$20.22
Between 12:00 midnight and 8:00 AM	\$51.56	\$25.78	\$52.72	\$26.36	\$53.90	\$26.95

DEPARTMENT HEAD RECORDING RATES:						
	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$30.68	\$15.34	\$31.37	\$15.69	\$32.08	\$16.04
After 8 hours/day or 40 hours/workweek	\$46.02	\$23.01	\$47.06	\$23.53	\$48.12	\$24.06
Between 12:00 midnight and 8:00 AM	\$61.36	\$30.68	\$62.74	\$31.37	\$64.16	\$32.08

RIGGING SCALE: to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons. When riggers are called to spot lines by moving adjustable loft/head block sheaves on a fixed gridiron and safety devices are installed in conjunction with spotlines, the rigging scale will be paid.

	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$35.28	\$17.64	\$36.07	\$18.04	\$36.88	\$18.44
After 8 hours/day or 40 hours/workweek	\$52.92	\$26.46	\$54.11	\$27.06	\$55.32	\$27.66
Between 12:00 midnight and 8:00 AM	\$70.56	\$35.28	\$72.14	\$36.07	\$73.76	\$36.88

GROUND RIGGER: to be paid to all personnel at the request of the Employer or the show Production Manager, who assist the riggers in assembling and/or disassembling the rigging from the stage or Arena floor.

	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$26.85	\$13.43	\$27.45	\$13.73	\$28.07	\$14.04
After 8 hours/day or 40 hours/workweek	\$40.28	\$20.14	\$41.18	\$20.59	\$42.11	\$21.06
Between 12:00 midnight and 8:00 AM	\$53.70	\$26.85	\$54.90	\$27.45	\$56.14	\$28.07

TRUCK LOADERS:

	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$28.92	\$14.46	\$29.57	\$14.79	\$30.24	\$15.12
After 8 hours/day or 40 hours/workweek	\$43.38	\$21.69	\$44.36	\$22.18	\$45.36	\$22.68
Between 12:00 midnight and 8:00 AM	\$57.84	\$28.92	\$59.14	\$29.57	\$60.48	\$30.24

GRIPS/EXTRA PEOPLE: Carpenters, Flyrail, Electrician, Properties and Sound						
	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$22.16	\$11.08	\$22.66	\$11.33	\$23.17	\$11.59
After 8 hours/day or 40 hours/week	\$33.24	\$16.62	\$33.99	\$17.00	\$34.76	\$17.38
Between 12:00 midnight and 8:00 AM	\$44.32	\$22.16	\$45.32	\$22.66	\$46.34	\$23.17

GRIPS/EXTRA PEOPLE RECORDING RATES:						
	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$26.33	\$13.17	\$26.92	\$13.46	\$27.53	\$13.77
After 8 hours/day or 40 hours/week	\$39.50	\$19.75	\$40.38	\$20.19	\$41.30	\$20.65
Between 12:00 midnight and 8:00 AM	\$52.66	\$26.33	\$53.84	\$26.92	\$55.06	\$27.53

EXTREMELY LOUD/ARENA OR THEATRE ROCK OR COUNTRY WESTERN SHOWS: which are extremely loud. Extremely loud shall be defined as sound of 112 decibels which occurs for 25 percent or more of the show as measured from the employee's work location:						
	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$29.21	\$14.61	\$29.87	\$14.94	\$30.54	\$15.27
After 8 hours/day or 40 hours/week	\$43.82	\$21.91	\$44.81	\$22.41	\$45.81	\$22.91
Between 12:00 midnight and 8:00 AM	\$58.42	\$29.21	\$59.74	\$29.87	\$61.08	\$30.54

EXTREMELY LOUD RECORDING RATES:						
	July 1, 2013 - June 30, 2014		July 1, 2014 - June 30, 2015		July 1, 2015 - June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$34.72	\$17.36	\$35.50	\$17.75	\$36.30	\$18.15
After 8 hours/day or 40 hours/week	\$52.08	\$26.04	\$53.25	\$26.63	\$54.45	\$27.23
Between 12:00 midnight and 8:00 AM	\$69.44	\$34.72	\$71.00	\$35.50	\$72.60	\$36.30

Effective July 1, 2013, the following inactive wage classifications have been removed from Exhibit A:

- Special operators
- Wardrobe attendants/department head wardrobe/hair and makeup
- Dressers
- Motion picture operators

Metropolitan Exhibition-Recreation Commission

IATSE Local 28

Mary S. Rowe
Mary Rowe
Metro Human Resources Director

Roger Gayton
Roger Gayton
Business Agent, IATSE Local 28

Date 8-14-13

Date 8/14/2013

Robyn Williams
Robyn Williams
Executive Director, PCPA

Bill Patrick
Bill Patrick
President, IATSE Local 28

Date 8/14/13

Date 8/14/2013

Jason Blackwell
Jason Blackwell
Operations Manager, PCPA

Ellen Simpson
Ellen Simpson
Executive Board, IATSE Local 28
Department Head Stagehand

Date 8/14/2013

Date 8/14/13

Tom Bugas
Tom Bugas
Assistant Operations Manager, PCPA

John Rourke
John Rourke
Department Head Stagehand

Date 8/14/13

Date 8/14/2013

Bill Gardner
Bill Gardner
Stage Supervisor, PCPA

Date 8-14-13

LETTER OF AGREEMENT
MERC and IATSE Local 28
Article III: Jurisdiction

MERC (Employer) and IATSE Local 28 (Union) agree to the following:

For the duration of the 2013-2016 Collective Bargaining Agreement, Article III (Jurisdiction) section 3.2.2 is hereby amended in the case of Oregon Children's Theatre productions in the Newmark Theatre, in which case reduction of the minimums listed in Article III, section 3.2.2 by one Department Head shall be determined by the Employer after conferring with the Union.

For MERC:

Mary Rowe 8-14-13
Mary Rowe Date
Human Resources Director

Jason Blackwell 8/14/13
Jason Blackwell Date
Operations Manager, PCPA

For IATSE Local 28:

Roger Gayton 8/14/2013
Roger Gayton Date
Business Agent

