

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 19-08

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 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 ratified the collective bargaining agreement on May 30, 2019; and

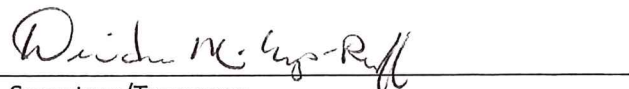
WHEREAS, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

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

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

Adopted by the Commission on June 5, 2019.


Chair


Secretary/Treasurer

Approved as to Form:

By: 
Nathan A. S. Sykes, Acting Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28.

Resolution No. 19-08

Presented by: Ross Hume, Program Manager, Labor Relations and Employee Engagement

Date: June 5, 2019

Background and Analysis:

The MERC - IATSE 28 collective bargaining agreement represents a contract of the terms and conditions of employment for Department Heads, Relief Department Heads, and Extra Stage Labor. These employees work at the Portland Center for Performing Arts.

The parties met for their first session of bargaining on April 19, 2019. Tentative agreement of the contract was reached on TBD. Ratification was reached by IATSE 28 membership on May 30, 2019.

This resolution is submitted to ratify the contract between IATSE 28 and MERC/Metro for the period July 1, 2019 through June 30, 2022. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- Wages and Pay Schedule
 - Effective July 1, 2019 wages will be increased by 3.50%
 - Effective July 1, 2020, wages will be increased 3.25%;
 - Effective July 1, 2021, wages will be increased by 3.25%

- Vacation
 - Add accrual step after 15 years of service at a rate of .088 hours of vacation per hour paid.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts.

LONG RANGE FISCAL IMPACT:

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

RECOMMENDATION:

Recommend approval of Resolution 19-08 which states the MERC Commission approves ratification of the contract.

Tentative Agreement
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600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov



Date: May 30, 2019
To: Rose Etta Venetucci
From: Ross Hume, Labor Relations Program Manager
Subject: Revised Conditional Metro Supposal

The attached document is Metro's conditional supposal to IATSE Union Local 28 for a successor to the parties' 2016 - 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

- 1) Preamble: Update dates
- 2) Article 1: Union Recognition and Hiring
 - a. Incorporate changes from a letter of agreement in response to the Janus v. AFSCME decision
- 3) Article VI: Wages; Overtime & Conditions
 - a. Effective upon ratification but no earlier than July 1, 2019 - salary schedule will increase by 3.50%
 - b. Effective upon ratification but no earlier than July 1, 2020 - salary schedules will increase by 3.25%
 - c. Effective upon ratification but no earlier than July 1, 2021 - salary schedules will increase by 3.25%
- 4) Article VIII: Vacation
 - a. Add a vacation accrual step after 15 years of service (15 years and one day) to .088 hours of vacation per hour worked during paid time off for Regular Department Heads.
 - b. Provide an exception to the requirement to provide two-weeks advance notice of a vacation request for emergencies or at the Employer's discretion.
- 5) Article XIII: Miscellaneous Provisions
 - a. Establish a joint labor management committee.
- 6) Term and Termination
 - a. Three year agreement effective July 1, 2019 through June 30, 2022.
- 7) Letter of Agreements
 - a. Extend letters of agreement for Oregon Children's Theatre and Oregon Symphony Association.
 - b. Extra Stage Labor

If this conditional supposal is not accepted by the IATSE Union Local 28, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining. This conditional supposal will expire on May 30, 2019.

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D.A.

Agreement

THIS AGREEMENT is made and entered into effective July 1, ~~2016~~ 2019, 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.

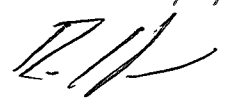
1.1.2 Metropolitan Exposition-Recreation Commission (MERC) meetings, Metro Council meetings, or other MERC or Metro in-house activities conducted at the Portland's Centers for the Arts facilities shall not require the services of any employees covered by this Agreement, so long as only general house 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 **all bargaining unit employees and** 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 **as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions shall be forwarded to the Union.** The employer shall, no later than 15 calendar days after each payday, remit all dues, **and** work fees ~~and fair share fees deducted~~ from employees' pay to the Union.

1.2.1 Work fees will be deducted in an amount of gross wages per pay period as designated by the Union.

1.2.2 Regular Department Heads' membership dues will be deducted in an amount equal to ~~1/24~~ **1/26** 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. **The Union will be the holder of records concerning union membership status.**

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- 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~~. **Regular Department Heads who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer shall deduct such voluntary payments in accordance with and on the same terms as provided in section 1.2.**

- 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 Department Heads. 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.

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- 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 they shall be compensated for training.

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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.

Wage increases will be effective the next pay period following ratification of this agreement by both parties **but in no case earlier than July 1, 2019**. ~~Should ratification by both parties occur before July 31, 2016, wages~~ **The salary schedule** will be increased ~~2.00%~~ **3.50%** for the fiscal year beginning July 1, ~~2016~~ **2019**. Effective July 1, ~~2017-2020~~ wages will be increased ~~2.50%~~ **3.25%** and effective July 1, ~~2018-2021~~ wages will be increased ~~2.50%~~ **3.25%** 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 **Overtime:** Overtime is either time worked over eight (8) hours in a day or over forty (40) hours within one (1) workweek. The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. The overtime wage rate shall be one and one-half (1 ½) times the applicable hourly rate. The workweek shall be considered Monday through Sunday.

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 5:00 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 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.

6.3.6 Notwithstanding Section 6.3.5, 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.

6.3.7 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.

6.3.8 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

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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 continuous 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 (½) 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 6.3.1 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.
- 6.4.14 If the employer cancels a call within 2 hours of the scheduled start time, the employee will be paid a 4 hour minimum. If the employer delays a call within 2 hours of the scheduled start time, the employee will be paid from the original start time.**

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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 that begins no later than the end of the fifth continuous hour (<300 minutes) 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 Portland's Centers for the Arts on a venue maintenance call, an unpaid meal break of ½ hour will be allowed, at the option of the employee.

6.5.3 **Mutually Agreed Exceptions:** 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.

Meal Period Premiums: 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 No employee shall take a meal break during a performance or dress rehearsal. In the Winningstad Theatre, no employee shall take a meal break during a performance or any type of rehearsal.

6.5.8 Department Heads shall receive a minimum two (2) hour call immediately following each unpaid meal break.

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- 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.

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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 48 months (4 years)	0.04 hours of vacation per hour worked and during paid time off.
48 months (4 years and one day)	0.06 hours of vacation per hour worked and during paid time off.
120 months (10 years and one day)	0.08 hours of vacation per hour worked and during paid time off.
<u>180 months (15 years and one day)</u>	<u>0.088 hours of vacation per hour worked and during paid time off.</u>
300 months (25 years and one day)	0.096 hours of vacation per hour worked and during paid time off.

- 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. **Exceptions to this two-week advance request requirement may be made for emergencies and/or at the Employer’s discretion.** Vacation requests will be processed within two weeks of the request. If a vacation request is denied, the employee will be informed in writing.

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- 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.

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ARTICLE XIII: Miscellaneous Provisions

13.1 Inspection Privileges

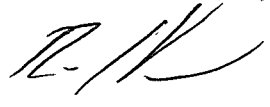
Authorized agents of the Union shall have access to the Employer's establishment during working hours for the privilege of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that no interruption of work shall occur.

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.


13.3 Labor Management Committee

The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of union and management representatives and shall meet at mutually convenient times to discuss means of increasing the effectiveness of operations, procedures, and staffing measures.

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ARTICLE XIX: Term and Termination

- 19.1 **Term:** This Agreement shall be effective July 1, ~~2016~~ **2019** and shall remain in full force and effect until the 30th day of June ~~2019~~ **2022**. 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.
- 19.2 **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.
- 19.3 **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.

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**Letter of Agreement
MERC and IATSE Local 28**

Oregon Symphony Association - Public Broadcasting Recording Rates

This is a Letter of Agreement (LOA) between MERC (hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to Public Broadcasting Recording Rates when working with the Oregon Symphony Association.

RECITALS

The parties wish to establish an understanding regarding recording rates of pay for Department Heads when the Oregon Symphony Associations records events for public broadcasting.

AGREEMENT

1. The Parties agree that when the Oregon Symphony Association records events for public broadcasting:
 - All Department Heads will receive recording rates for hours worked from the beginning to the end of the recorded musical performance.
 - Department Head Sound will receive recording rates as indicated in Article 16.2(a).

This LOA will become effective upon ratification of this agreement and shall expire in concert with the terms of the parties' collective bargaining agreement on **June 30, 2022**.

For Metro:

For IATSE Local 28:

Ross Hume Date
Labor/Employee Relations
Metro

Rose Etta Venetucci Date
Business Representative
IATSE Local 28



**Letter of Agreement
MERC and IATSE Local 28**

Working Conditions for the Oregon Children’s Theatre

This is a Letter of Agreement (LOA) between MERC (Hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to The Oregon Children’s Theatre.

RECITALS

- A. The parties wish to establish an understanding regarding working conditions for Department Heads when working for The Oregon Children’s Theatre.

AGREEMENT

- 2. The Parties agree that for Oregon Children’s Theatre school shows that are scheduled on the quarter hour, the Sound Department Head may agree to have their call begin on the quarter hour.
- 3. The Parties agree that Article III (Jurisdiction) section 3.2.2 is hereby amended in the case of Oregon Children's Theatre productions in the Newmark Theatre. In this case the 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.
- 4. Department Heads shall have an unpaid meal period of at least one (1) hour duration that begins no earlier than after two and a half hours (>150 minutes) of continuous of work and no later than the end of the fifth continuous hour (<300 minutes) of work.
 - A paid meal break may be provided if the meal begins before 150 minutes of continuous work in compliance with Article 6.5.4.

DURATION

This LOA will become effective upon ratification of this agreement and shall expire in concert with the terms of the parties’ collective bargaining agreement on **June 30, 2022**.

For MERC/Metro:

For IATSE Local 28:

Ross Hume Date
Labor/Employee Relations
Metro

Rose Etta Venetucci Date
Business Representative
IATSE Local 28

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**LETTER OF AGREEMENT
Extra Stage Labor**

The parties to this Letter of Agreement are IATSE Local 28 (Union) and the Metropolitan Exposition-Recreation Commission/Metro (Employer).

WHEREAS, the Union and the Employer are parties to a collective bargaining agreement effective July 1, 2016 through June 30, 2019 that covers stagecraft work at the Portland 5 Centers for the Arts facilities;

WHEREAS, the parties anticipate entering into a successor agreement for a new three-year term from July 1, 2019 through June 30, 2022; and

WHEREAS, the parties wish to clarify which terms and conditions apply to "extra stage labor" as that term is used in the collective bargaining agreement;


THE PARTIES HEREBY AGREE to the following terms pertaining to "extra stage labor":

1. **Extra Stage Labor Defined:** "Extra stage labor" as used in Article 1.1.1 and throughout the collective bargaining agreement shall include all employees of the Employer, other than Department Heads and Relief Department Heads, who perform stagecraft work at the Portland 5 venues, including but not limited to extra "stage maintenance labor" and extra "event stage labor."
2. **Hiring of Extra Labor:** The Union shall be the exclusive source of obtaining qualified extra stage labor. That is, in accordance with past practice, the Union shall be given the first opportunity to refer applicants to the Employer for employment, and the Employer can hire from other sources only if the Union cannot supply the needed employees.
 - a. The Employer shall endeavor to provide seventy-two (72) hours advance notice for all new work calls that require twenty-five (25) extra stage labor workers or less. For calls over twenty-five extra stage labor workers, the Employer will give the Union at least one week's notice and twelve (12) hours for calls which continue work from the previous day's call. **The local shall endeavor to provide the call list at least twenty-four (24) hours in advance.**
 - b. When the Employer states bona fide requirements or special skills and abilities in the request for employees, the Union shall refer the first person on the list possessing such skills and abilities. When riggers are specified for a work call, preference shall be given to referents who hold ETCP or similarly recognized certification. The Union shall provide personnel who possess the necessary level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer. The Union agrees to inform employees that they are required to arrive at any work calls with:
 - i. ~~Stage hands~~ **All Extra Stage Labor, excluding Wardrobe**: basic hand tools including hammer, adjustable wrench, pliers, diagonal cutters, screwdrivers, and gloves;

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- ii. Wardrobe: work apron, scissors, safety pins, flashlight, needle and thread.
 - c. The Union agrees that when referring applicants for employment, its selection will be made in a lawful, non-discriminatory manner in accordance with the Union's Hiring Hall Rules. It is further agreed that the Hiring Hall Rules will adopt reasonable standards or criteria for the making of referrals and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis. No modifications to the Union Hiring Hall Rules will be adopted which are contrary to this Agreement.
 - d. The Employer shall have the right to reject, in writing, any job applicant referred by the Union in accordance with the provisions of this Agreement. The written notice must specify the cause for the rejection to the union. ~~In the event the Employer rejects any applicant so referred, it agrees to notify the Union thereof and to pay such rejected applicant the applicable minimum call, unless the applicant was rejected for cause, as herein defined.~~
3. **Modifications of CBA Terms/Conditions:** All terms and conditions of the collective bargaining agreement shall apply to Extra Stage Labor with the following exceptions/modifications:
- a. In lieu of vacation, as provided in Article VIII, and sick leave, as provided in Article XVIII, Extra Stage Labor shall, in accordance with past practice, continue to receive PTO in accordance with the terms attached hereto as Exhibit A.
 - b. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one percent (1%) of the gross wages earned by each employee performing Extra Stage Labor. Such payment shall be due and payable for work performed on and after the effective date of this Agreement and shall be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by the Employer, numbering two Employer Trustees and two Union Trustees, said payments are to be deposited in the account in the name of "I.A.T.S.E. Local 28 Training Fund" and shall be under the control of said Joint Board of Trustees; such contributions shall be utilized for the purpose of supporting the education of stagehands.
 - c. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one-half percent (.5%) of the gross wages earned by each employee performing extra stage labor to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 20th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions

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shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.

4. The following previously inactive classifications in the 2016-2019 Exhibit A: Wage Classifications will be added back into Exhibit A with the following corresponding rates:

- a. Special Operators (additional sound or light board operators; follow-spot operators; pyrotechnicians; video, slide, or scenic projector operators; automation operators; forklift operators; laundry; stitcher; shoecraft; certified flaggers/Keller): (currently \$27.30, 3.5% increase effective 7/1/19)
- b. Wardrobe Attendants/Dressers: Same as Grip Rate (currently \$24.83, 3.5% increase effective 7/1/19)
- c. Wardrobe Department Head: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)
- d. Wardrobe/Hair and Makeup: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)
- e. Motion Picture Operators: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)

4.5. _____ Any and all modifications to the 2016-2019 collective bargaining agreement to which the parties agree shall apply equally to extra stage labor.

Rose Etta Venetucci
Business Representative, IATSE Local 28

Ross Hume
MERC/Metro

Dated: _____

Dated: _____


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EXHIBIT A – PAID TIME OFF (PTO) For EXTRA STAGE LABOR

DEFINITION:

“Paid Time Off” or “PTO” is a bank of time provided by an Employer to an employee that an employee can use to take any type of paid leave (vacation, illness, religious observance, personal business, funerals, bereavement, military leave, etc.).

Paid Time Off is exempt from Gross Wages for purposes of Health and Welfare and 401(k) contributions.

ACCRUAL:

Each employee covered by this agreement will accrue one hour of Paid Time Off for each 30 hours worked beginning at the outset of employment. PTO will be administered by the Employer through the Employer’s payroll department.

The accrual period for PTO is the calendar year. Employees may accrue a maximum 40 hours of Paid Time Off in a calendar year and are allowed to rollover unused PTO into the next calendar year.

Employees will not be allowed to accrue a total of more than eighty (80) hours of PTO.

If an Employee is separated from the Employer by a period longer than 12 months, that employee’s PTO balance shall revert to 0, and the Employer will pay out any remaining balance as per the Grip rate then in effect.

ELIGIBILITY:

An employee is eligible to use PTO beginning on the 91st calendar day of employment with the employer and may use PTO time as it is accrued.

USE OF PTO:

If the need to use PTO is foreseeable: (a) The employer may require reasonable advance notice of the employee’s intention to use PTO, not to exceed 10 days prior to the date the PTO is to begin or as soon as otherwise practicable. Employees will make reasonable effort to schedule PTO in a manner that does not unduly disrupt the operations of the Employer. The Employer has the right to reject a non-emergency PTO request if it will disrupt operations. In the case of unscheduled PTO, for illness or emergency, Employees must notify the Employer as soon as possible so that Employer may schedule a replacement.

PTO may be used in increments of one hour, up to 80 (eighty) hours per calendar year.

REPORTING:

Employees will be provided a written accounting at least quarterly of amount of accrued and unused PTO available with receiving PTO. If employees have concerns about the implementation of this policy, they may contact the Union Business Representative or the Employer’s payroll department.

