

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 49

Authorizing the Chair and Secretary/Treasurer to execute an agreement with Local 28, Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees and Moving Picture Operators (IATSE).

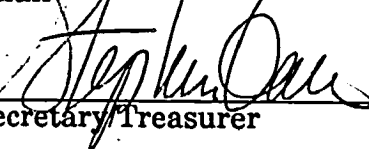
The Metropolitan Exposition-Recreation Commission finds that an agreement on satisfactory terms has been negotiated with Local 28 of IATSE, for the period of February 14, 1990, to June 30, 1992.

BE IT THEREFORE RESOLVED that the Chair and Secretary/Treasurer are authorized to execute, on behalf of the Commission, the agreement with Local 28 of IATSE, dated February 14, 1990, in the form attached to this resolution.

Passed by the Commission on February 14, 1990.




Chair



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

THE METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

IATSE LOCAL 28 (ADDENDUM)

SUMMARY OF CHANGES WITH RESPECT TO THE
TERMS OF A NEW COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE PARTIES

February 2, 1990

A D D E N D U M

THIS ADDENDUM is entered into between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as the "Employer"), and Local 28, Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada (hereafter referred to as the "Union"), for the purpose of setting forth the parties' agreement with respect to the wages, hours and working conditions which will be applicable to employees assigned to work at the Intermediate Theatre in the new theatre building of the Portland Center for the Performing Arts. These conditions only apply to this building and will not be applicable to any other facility operated by the Metropolitan Exposition-Recreation Commission without mutual agreement, in writing, between the parties. The parties hereby agree that all the terms and conditions of the existing Metropolitan Exposition-Recreation Commission contract with IATSE Local 28 shall apply to employees working in the Intermediate Theatre except as modified below.

ARTICLE I
SCOPE OF AGREEMENT

1.1 This Addendum shall apply to all part-time temporary stagehands employed by the Employer at the Intermediate Theatre in the new theatre building at the Portland Center for the Performing Arts during the term of this Addendum. To the extent that the Employer assigns work at the Dolores Winningstad Theatre to members of this bargaining unit, such work shall be covered by the terms of this Addendum.

1.2 The areas specifically included in the above are the Intermediate Theatre stage and associated off-stage and backstage areas, orchestra pit, fly galleries, pin rails, counterweight bridges, gridiron, loading dock, control rooms, technical equipment rooms and other theatrical and technical facilities of and pertaining to such areas as defined above.

1.3 This Addendum shall specifically exclude all other working areas, including but not limited to, the Dolores Winningstad Theatre, the studio space, public lobbies and Main Street, scenic and costume workshops, unless expressly requested by the Employer at its discretion. This Addendum shall specifically exclude all supervisors, security personnel, building maintenance employees, clerical employees, utility workers, casual labor, box office employees, ushers, ticket-takers, other professional trades and employees. To the extent wardrobe personnel, motion picture operators and truck loaders work is performed, it shall be first performed by presenters and next by part-time temporary stagehands, under the terms and conditions stated in this Addendum.

ARTICLE II
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all employees within the bargaining unit described in Article I above. It is further agreed that the Metropolitan Exposition-Recreation Commission shall determine minimum staffing needs, which shall apply to all presenters utilizing the facilities of the Metropolitan Exposition-Recreation Commission.

ARTICLE III
LABOR-MANAGEMENT CONSULTATION

The parties recognize that the delivery of professional stage services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. In that the Portland Center for the Performing Arts is a new facility and maximum productivity and innovation are recognized to be a mutual obligation of both parties within their respective roles and responsibilities, 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 stage work, developing operational procedures, identifying cost-effective staffing arrangements and dealing with operational innovations. These meetings shall take place no less than two (2) times per year for a sufficient amount of time to address the concerns of both parties.

ARTICLE IV
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 in the direct control and responsibility of the Employer, the Employer shall respond promptly to alleged unsafe conditions brought to its attention by a department head. The Joint Labor-Management Committee shall also serve as a safety committee and shall be responsible for discussing safety issues of mutual concern and making recommendations to the manager of the Portland Center for the Performing Arts regarding safety issues pertaining to stagehands.

ARTICLE V
WAIVER AND SEPARABILITY

5.1 Both parties of this Addendum mutually agree that either party shall have the right, upon demonstration by the other party of an emergency, special need or special situation with sufficient satisfaction to the party to whom the appeal is being made, to grant a written waiver, compromise and/or addendum of any of the terms and conditions of this Addendum for such special situation(s) or emergency. It is agreed that any such waiver, compromise and/or addendum of this Addendum by

either party shall not constitute a precedent for any further waiver(s), compromise(s) and/or addendum(s).

5.2 The parties recognize that revenue needed to fund the wages and benefits provided by the Addendum must be approved annually in accordance with state budget law. All such wages and benefits are therefore contingent upon sources of revenue and approval of governing bodies. The Employer has no intention of cutting the wages and benefits specified in this Addendum because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Addendum. The Employer agrees to include in its annual budget amounts sufficient to fund the wages and benefits provided by this Addendum, but makes no guarantee as to sources of revenue in connection therewith.

5.3 Both parties of this Addendum mutually agree that the wages and conditions apply to the Intermediate Theatre according to the terms of Article I and shall not be argued as a precedent for any other theatre under the control of the Metropolitan Exposition-Recreation Commission.

ARTICLE VI REPRESENTATIVES OF BOTH PARTIES

Within ten (10) working days from the signing of this Addendum, the Union shall provide the Employer the name(s) of the representative(s) to act on behalf of the Union in all matters covered by this Addendum, and the Union shall similarly notify the Employer of any change in representative(s) or alternate(s) to act in the absence of the representative(s). It is also understood by and between both parties of this Addendum that the official representative of the Employer on all matters covered by this Addendum shall be the Assistant General Manager/Operations or his designee.

ARTICLE VII GENERAL CONDITIONS

7.1 The Employer agrees, in hiring personnel to perform services covered by the terms of this Agreement, that the Employer shall give preference of employment to those persons who have previously been employed by the Employer as stagehands.

7.2 Personnel engaged by the Employer to perform the work covered under this Addendum shall be considered employees of the Employer, as provided below.

7.3 When additional personnel are required and need to be scheduled to perform work covered under this Addendum, the Metropolitan Exposition-Recreation Commission, through its representative as defined in Article VI and Section 8.1.7, agrees to notify the business agent of the Union, either in writing, in person, by telephone, or by providing a copy of the stage call schedule, stating the location, starting time, approximate duration of the job, the classification of work to be performed, and the names and/or numbers of employees required to fill the call. The Employer shall attempt to provide such notice at least twenty-four (24) hours in advance of the time at which the work is to begin, except in the case of event cancellation or rescheduling. The Union shall then immediately notify the Employer of its ability or inability to provide the sufficient qualified personnel; and the Union shall refer for the Employer's consideration names of persons to perform the work scheduled by the Employer. Should the Union be unable to provide necessary personnel to perform the work scheduled by the Employer, then the Employer may utilize any other source and organization to provide such employees. When the Union is unable to provide personnel to perform the work scheduled by the Employer, and the Employer makes its own arrangements to supply such personnel, the Employer shall not be obligated to make the Health and Welfare contribution, nor shall the personnel be required to pay the Union five percent (5%) of their gross wages.

7.4 In all situations of employment, 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 Union shall be responsible for providing ongoing training and education for all employees covered by this Addendum. The Metropolitan Exposition-Recreation Commission, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.

7.5 The Employer retains the right to reject any job applicant referred by the Union. The Employer shall have the right to request by name, select and schedule any job applicant from the Union. Scheduling will be based upon job seniority, qualifications, and availability. The number of part-time stagehands called for work, the call time and the utilization and/or assignment of employees for particular tasks shall be determined by consensus of the Union representative and the Employer's representative or their designee(s). The decision shall be based on information provided by the Presenter or his representative and any other information sources which may be

available to the Union and/or the Metropolitan Exposition-Recreation Commission and through its representatives as defined in Article VI. If no consensus can be reached, the ultimate decision shall be made by the Metropolitan Exposition-Recreation Commission.

7.6 The Employer, in all situations of employment, shall be responsible for wages accruing to all personnel covered under this Addendum; and such personnel shall not accept payment or any other gratuities in lieu of, for their services from clients of the Employer and/or of any third parties renting space(s) from the Employer without the written consent of the Employer.

7.6.1 Timesheets submitted to the Employer by the Union representative and/or prepared by the Employer shall not be altered without notification to the Union representative of any such alteration.

7.6.2 Payroll checks for all personnel covered under this Addendum will be issued and made available in accordance with the Employer's regular payroll period.

7.6.3 No employees covered by this Addendum shall donate his or her services without prior, mutual, written consent of the Employer and the Union.

7.7 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 house rules regarding procedures and methods of operation. No house rules will be adopted which are contrary to this Addendum. It is further agreed that the Metropolitan Exposition-Recreation Commission shall determine minimum staffing needs which shall apply to all presenters utilizing the facilities of the Metropolitan Exposition-Recreation Commission.

ARTICLE VIII WORK JURISDICTION AND RESPONSIBILITIES

8.1 Both parties to this Addendum hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:

8.1.1 There shall be three (3) production departments that cover the working jurisdiction and responsibilities of the Union in the Intermediate Theatre.

These departments are to be known as the (1) Carpentry, (2) Electric and (3) Sound Departments.

8.1.2 Each of the three (3) specified production departments shall have a department head with the exception of the Carpentry Department, which shall have a Head Flyman and a Head Property Man if warranted by the nature of the job duties and responsibilities. The department head shall be responsible for all personnel working within the department, facilities and jurisdictional rights of the particular department. The necessity of any additional heads shall be determined by consensus of the Union representative and the Employer's representative or their designee(s), as stated in Section 7.5. Under no circumstances shall an employee being compensated at the Grip rate be expected to perform head of department duties.

8.1.3 The jurisdiction and responsibilities of the Carpentry Department cover the construction, maintenance, repair, placement, handling, setting, striking, dismantling and operation of scenery, backgrounds, platforms, orchestra enclosures, screens, drops, travelers, maskings, risers, pianos, turntables, traps, dollies, lifts, stage floors, railings, theatrical scaffolding and any other structures being part of the stage and/or being used on the stage. This jurisdiction and responsibility shall also apply to any and all installation, modification, repair and maintenance of rigging. The intent of the foregoing is to confirm work jurisdiction and not to prevent the performance by others of construction work during installation of such equipment, nor of the operation and/or repair thereof. The personnel of the Carpentry department shall include the following: Head Carpenter, Stage Carpenters, Fly Rail and Pin Rail Operators, Grips, Riggers, Turntable and Winch Operators, Moppers. Such personnel shall also include Head Flyman and/or Head Property Man if required pursuant to Section 8.1.2.

8.1.4 The jurisdiction and responsibilities of the Electric Department cover the fabrication, maintenance, repair, placement, handling, relamping, setting, striking and any operation of lighting instruments, followspots, electrical effects and/or any electrical devices used on the stage or used for the production of shows (film, videotape and slide projectors excluded unless requested by the Employer). This jurisdiction shall also apply to and cover the maintenance or repair of production lighting control consoles, panels and their associated circuitry, dimmer racks, patch panels, relay panels, electrical raceways and lighting fixtures. The intent of the foregoing is to confirm work jurisdiction and not to prevent the performance by others of construction work during installation of such equipment, nor of the operation and/or

repair thereof. The personnel of the Electric Department shall including the following: Head Electrician, Stage Electricians, Followspot Operators, Lighting Console Operators.

8.1.5 The jurisdiction and responsibilities of the Sound Department cover the engineering, fabrication, maintenance, repair, placement, handling, setting, striking and any operation of sound reinforcement systems and their associated components and circuitry, sound recording and play-back equipment, electronic intercom and paging communications equipment among production and artistic personnel, any studio recording and/or mixing within jurisdiction of the Addendum, and the broadcast and/or transmission of audio from any event and/or venue that this Addendum covers. The intent of the foregoing is to confirm work jurisdiction and not to prevent the performance by others of construction work during installation of such equipment, nor of the operations and/or repair thereof. The personnel of the Sound Department shall include the following: Head Sound Engineer, Sound Engineers, Sound Technicians.

8.1.6 The jurisdictional working rights and the responsibilities of the Union as described above refer to part-time work on the Intermediate Theatre stage itself, stage-related production facilities (i.e., control rooms) and offstage areas and to include repair, fabrication, maintenance, production and/or performance work not performed by other Metropolitan Exposition-Recreation Commission employees or by the employees of contracted repair, fabrication, maintenance and/or nonprofit production companies or the technical staff of nonprofit performing arts organizations. In the event of a dispute over the nonprofit status of a production, the Metropolitan Exposition-Recreation Commission's designee shall render the final decision for purposes of the application of this Addendum.

Metropolitan Exposition-Recreation Commission meetings, including staff meetings, shall not require the services of any employee covered by this Addendum, so long as only general house lights are utilized, and the sound reinforcement system, computerized lighting board or any house curtains are not utilized.

8.1.7 All Union stagehands shall be classified as part-time, temporary employees of the Employer and shall be under the direct supervision of the Assistant General Manager/Operations, or his designee.

8.1.8 The Employer shall determine the specific job assignments of all individuals provided by or through the

Union. The Employer and the Union further recognize and agree that all employees, including department heads and part-time stagehands, 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 departmental distinction. It is further understood that an employee shall not be expected to perform head of department duties in more than one department at any one time. A head of department 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 workmanlike execution of his primary responsibilities to the Employer as a head of department.

8.1.9 The Employer, in its sole discretion, may offer employees represented by the Union under this Addendum work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Addendum, and employees represented by the Union will not unreasonably decline such work and responsibilities of this Addendum, nor shall acceptance of any such work by employees represented by the Union constitute a precedent and/or a past practice under this Addendum.

8.1.10 Repair or maintenance work calls shall be subject to all terms and conditions of this Addendum.

ARTICLE IX
PART-TIME, TEMPORARY STAGE PERSONNEL

9.1 Conditions of Regular Time

9.1.1 When part-time, temporary stage personnel are employed during the hours of 8:00 a.m. and 12:00 midnight, they shall be paid at the regular hourly base rate.

9.2 Conditions of Overtime

9.2.1 When part-time, temporary stage personnel are engaged for work calls on an hourly basis during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be one and one-half (1-1/2) times the regular 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 9.3.7.

9.2.2 When part-time, temporary stage personnel have worked more than eight (8) hours on the same day, the wage rate shall be one and one-half (1-1/2) times the regular hourly rate.

9.2.3 When part-time, temporary stage personnel 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 one-half (1-1/2) times his regular hourly rate. Holidays for purposes of this Agreement are New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), Memorial Day (last Monday in May), Fourth of July (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

9.2.4 When part-time temporary stage personnel are engaged for any work calls on a holiday and are entitled to additional premium pay due to provisions contained in this Addendum, then such pay shall not exceed one and one-half (1-1/2) times the regular base rate. The limit on premium pay shall not apply to the meal penalty contained in Section 9.4.

9.2.5 Hours worked in excess of forty (40) regular straight-time hours in an employee's workweek (Thursday through Wednesday) shall be compensated for at one and one-half (1-1/2) times the regular hourly rate. The Employer shall retain the exclusive right to monitor all overtime and schedule employees in a manner that limits or avoids all overtime.

9.3 Conditions of Wage Policy

9.3.1 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 part-time temporary stage personnel are actually working during the premium time.

9.3.2 For purposes of computing time under this Addendum, any fraction of a half hour over eight (8) minutes, when worked by an employee, shall be considered a full half hour.

9.3.3 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 or Addendum.

9.3.4 When pre-performance planning conferences are required that involve part-time temporary stage personnel, minimum pay shall be two (2) hours at the regular head of department base rate.

9.3.5 Part-time stage personnel shall be allowed an uninterrupted rest period of ten (10) 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. Where the nature of the work allows the employees to take unscheduled rest periods as needed, scheduled rest periods are not required.

9.3.6 On a call back where the break between the call back and the initial work is more than two (2) hours, the call back shall be paid as a four (4) hour minimum call.

9.3.7 Employees covered by this Addendum working more than two (2) hours on a midnight to 8 a.m. wage rate will continue receiving the same rate of pay until the employee has received no less than an eight (8) hour rest period.

9.4 Meal Period Breaks During Employment

9.4.1 All stage personnel covered by this Addendum shall have an unpaid meal period of at least thirty (30) minutes duration no later than the end of the fifth continuous hour of work, "which shall exclude strike after a performance unless the strike takes three (3) hours or longer. 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 workman like manner." If such personnel are to be worked and/or have worked eight (8) or more hours, the second meal period must be of at least one (1) hour duration (unless the first meal period was for one (1) hour or more, in which case the second meal period may be for thirty (30) minutes) no later than the end of the fifth consecutive hour of work after the first meal period.

9.4.2 If the Employer or Presenter has a special situation and the Metropolitan Exposition-Recreation Commission wishes to negotiate an exemption or modification to these conditions, he shall contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. In the event that the Employer has a schedule, work call or deadline that requires a meal period break taking place later than five (5) continuous hours of work, then the representative of the Employer shall timely contact the appropriate representative of the Union to determine if a revised meal period break is mutually acceptable. Should the representatives of both Employer and Union fail to mutually agree upon a revised meal period break, the Employer shall pay each stagehand a meal period penalty. The value of a meal period penalty shall be computed as being equal to one and one-half (1-1/2) times the applicable hourly rate until such a meal period is allowed.

9.4.3 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period penalty, 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. As adequate meal is defined as cold sandwiches and drinks, deli trays or a hot meal depending on the hour of the day.

9.4.4 If a meal period falls between the hours of 12:00 Midnight and 8:00 A.M., an adequate meal and a one-half (1/2) hour period in which to eat must be provided. Employees shall receive continuous pay during the one-half (1/2) hour meal period.

9.5 Truck loaders. The unloading and loading of trucks and shall be governed under the truck loading rate in Article X - Wages for all time spent loading and unloading trucks. Such employees may be assigned to other departments to complete a minimum work call or for work in addition to a minimum work call. The wage rate for truck loaders shall only apply during the performance of work described in this section or the minimum work call, whichever is less.

9.6 Riggers. All employees rigging on open beams, hanging ceilings and gridirons and men who are called to spot lines by moving adjustable loft-head block sheaves on a fixed gridiron and install safety devices in conjunction with spotlines shall be governed under the Riggers' rate in Article X - Wages. Such employees may be assigned to other departments to complete a minimum work call or for work in addition to a minimum work call. The wage rate for riggers shall only apply during the performance of work described in this section or the minimum work call, whichever is less.

9.7 Wardrobe. All employees engaged in maintaining, cleaning, drying, pressing, sorting, handling, distributing, unpacking, repacking, repairing all items of costumes and/or wardrobe or in the general supervision thereof or making changes and all other duties incidental to or necessary for the performance of the foregoing, as well as any duties associated with the control, disposition and organization of costumes and wardrobe for their efficient and artistic utilization, shall be governed under the temporary stage personnel rate in Article X - Wages.

9.8 Motion Picture Operators. All employees working with apparatus and connections appertaining thereto in locations where moving pictures are exhibited and shall be governed under the Temporary Heads of Department rate in Article X - Wages.

Such employees may be assigned to other departments to complete a minimum work call or for work in addition to a minimum work call. The wage rate for motion picture operators shall only apply during the performance of work described in this section or the minimum work call, whichever is less.

9.9 The Employer agrees, in addition to all wages and other sums required to be paid hereunder, to pay the further sum of six percent (6%) until June 30, 1990, six and one-half percent (6-1/2%) effective July 1, 1990, and seven percent (7%) effective July 1, 1991 of the gross wages earned by each part-time temporary stage person and part-time temporary employees covered by this Addendum and employed by the Employer under its terms, such payment to be due and payable for work performed on and after the effective date of this Addendum and to be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union, numbering two Employer Trustees and two Union Trustees, said payments to be deposited in any account in the name of "IATSE, Local 28 Health and Welfare Fund" and to be under the control of said Joint Board of Trustees; such contributions to be utilized for the IATSE, Local 28 Health and Welfare Plan.

ARTICLE X
WAGES

The following schedule of wages shall apply to all personnel covered under this Addendum as designated below, for the payroll period beginning immediately following ratification of this Addendum through June 30, 1992.

Effective Date of Ratification to June 30, 1990

Temporary Heads of Department: Carpenter, Electrician, Sound, Flyman, Property Man & Moving Picture Operator

\$11.85 per regular straight-time hour;
\$5.92 per straight-time half hour

\$17.78 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$8.89 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

Recording Rates

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Temporary Stage Personnel in the Wardrobe Departments

\$6.70 per regular straight-time hour;
\$3.35 per regular straight-time half hour

\$10.05 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$5.03 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$8.10 per regular straight-time hour
\$4.05 per straight-time half hour

\$12.15 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$6.07 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Temporary Stage Personnel in the Carpenter, Electric and Sound
Departments

\$9.27 per regular straight-time hour;
\$4.64 per regular straight-time half hour

\$13.91 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$6.96 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$13.05 per regular straight-time hour
\$6.53 per straight-time half hour

\$19.58 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$9.79 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Riggers

\$11.85 per regular straight-time hour;
\$5.92 per regular straight-time half hour

\$17.78 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$8.89 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Truck Loaders

~~\$9.27~~^{\$11.50} per regular straight-time hour;
\$4.64 per regular straight-time half hour

\$13.91 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$6.96 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Effective July 1, 1990 to June 30, 1991

Temporary Heads of Department: Carpenter, Electrician, Sound,
Flyman, Property Man & Moving Picture Operator

\$12.21 per regular straight-time hour;
\$6.11 per straight-time half hour

\$18.32 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$9.16 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Temporary Stage Personnel in the Wardrobe Departments

\$6.90 per regular straight-time hour;
\$3.45 per regular straight-time half hour

\$10.35 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$5.18 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$8.10 per regular straight-time hour
\$4.05 per straight-time half hour

\$12.15 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$6.07 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Temporary Stage Personnel in the Carpenter, Electric and Sound Departments

\$9.55 per regular straight-time hour;
\$4.78 per regular straight-time half hour

\$14.33 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$7.17 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

Recording Rates

\$13.05 per regular straight-time hour
\$6.53 per straight-time half hour

\$19.58 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$9.79 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

Riggers

\$12.21 per regular straight-time hour;
\$6.11 per regular straight-time half hour

\$18.32 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$9.16 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

Truck Loaders

^{5/1/85}
~~\$9.55~~ per regular straight-time hour;
\$4.78 per regular straight-time half hour

\$14.33 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$7.17 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

Recording Rates

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Effective July 1, 1991 to June 30, 1992

Temporary Heads of Department: Carpenter, Electrician, Sound,
Flyman, Property Man & Moving Picture Operator

\$12.58 per regular straight-time hour;
\$6.29 per straight-time half hour

\$18.87 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$9.44 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Temporary Stage Personnel in the Wardrobe Departments

\$7.11 per regular straight-time hour;
\$3.56 per regular straight-time half hour

\$10.67 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$5.34 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$8.10 per regular straight-time hour
\$4.05 per straight-time half hour

\$12.15 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$6.07 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Temporary Stage Personnel in the Carpenter, Electric and Sound
Departments

\$9.84 per regular straight-time hour;
\$4.92 per regular straight-time half hour

\$14.76 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$7.38 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

Recording Rates

\$13.05 per regular straight-time hour
\$6.53 per straight-time half hour

\$19.58 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$9.79 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Riggers

\$12.58 per regular straight-time hour;
\$6.29 per regular straight-time half hour

\$18.87 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$9.44 per half hour after eight (8) regular
straight-time hours per day or forty (40) regular
straight-time hours per week

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours
per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight
time hours per day or forty (40) regular straight-time
hours per week

Truck Loaders

\$9.84 per regular straight-time hour;
\$4.92 per regular straight-time half hour

\$14.76 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$7.38 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

Recording Rates

\$14.95 per regular straight-time hour
\$7.48 per straight-time half hour

\$22.43 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week;
\$11.22 per half hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per week

ARTICLE XI
RECORDING - VIDEO AND AUDIO

11.1 Subject to the exclusions in Article 11.4 below, any film, video or audio recording used for commercial purposes shall be classified as a recording and all part-time temporary stage personnel performing services under this agreement on such work shall be compensated at the recording rate.

11.2 The recording rate shall be listed in Article 10 Wages.

11.3 When personnel are engaged for any work that is to be filmed, videotaped, televised and/or broadcast for commercial purposes, then the load-in, strike and load-out of equipment and hardware required for any filming, audio recording, videotaping, television and/or broadcasting shall be within the jurisdiction of personnel covered under this agreement. However, the operation of broadcast, film and television equipment, cameras, sound equipment, switchers, VCRs, and similar equipment shall not be within the jurisdiction of personnel covered under this agreement unless requested by the Employer.

11.4 The aforementioned provisions and conditions contained within this article shall not apply to: a) the taking of film, videotape and/or radio footage for news purposes; b) Employer activities to promote itself or its activities or to sell

tickets to presentations; c) all events or activities presented by nonprofit (as defined by Section 501(c) of the Internal Revenue Code performing, visual, civic, social, religious or educational organizations or institutions.

11.5 Closed circuit broadcasting shall be excluded from the recording rate when it is not sent out of the building unless it is also recorded.

11.6 Conditions applicable to Section 9.10 shall not apply to the recording and/or transmission of audio for radio broadcast on public radio, nor to the transmission of audio and video for public television (excluding cable), of any concert and/or production sponsored by such organizations; nor to the recording of performances or rehearsals on audio or videotapes for archival or study purposes."

ARTICLE XII TERM AND TERMINATION

12.1 Term. This Addendum shall be effective as of the date of ratification, and shall remain in full force and effect until the 30th day of June, 1992. 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 Addendum for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after said notice.

12.2 Closure. The Employer shall have no obligation to bargain with the Union with respect to any subjects covered by the terms of this Addendum and closed to further bargaining for the term hereof.

12.3 Amendment. The Addendum 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 Addendum 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.

This Addendum shall be deemed a part of and incorporated into the terms and provisions of the current labor agreement in effect between the parties.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

IATSE LOCAL 28

By _____

By _____

By _____

6449I

SIDE LETTER OF AGREEMENT

BETWEEN

THE METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

IATSE LOCAL 28

This Side Letter of Agreement is entered into between THE METROPOLITAN EXPOSITION RECREATION COMMISSION (hereafter referred to as the "Employer") and the LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA (hereafter referred to as the "Union").

The purpose of the Side Letter of Agreement is to describe the parties' agreement with respect to the ability of the Oregon Shakespeare Festival/Portland to continue to utilize one of its own employees as the Third Department Head under the terms of the parties' new Labor Addendum.

The parties to this Addendum hereby agree that all work within the facility covered by this Addendum is to be performed in a safe and efficient manner. Under the procedures and practices established under the prior Addendum, nonprofit groups have had the ability to utilize a qualified employee of their choosing who was not a member of the Union to serve in the Third Department Head capacity. The parties hereby agree that no user group shall have the right to use their own

employee to serve as a Third Department Head during the term of this Addendum with the exception of Oregon Shakespeare Festival/Portland. It is further agreed that the Employer will confer with Oregon Shakespeare Festival/Portland and inform them of the requirement that the Third Department Head be present during all hours in which Third Department Head duties are required. In the event Oregon Shakespeare Festival/Portland fails to meet the Employer's requirements with respect to their use of the Third Department Head, the Employer agrees to revoke their right to fill the Third Department Head position with their own employee and require the presenter to comply with all of the terms of this Addendum. The Union will consult with the Employer and, if requested, with Oregon Shakespeare Festival/Portland to address and resolve any legitimate concerns generated by this procedure.

This Side Letter of Agreement is hereby incorporated into and made a part of this Contract Addendum.

This Side Letter of Agreement is entered into this _____ day of _____, 1990.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

IATSE LOCAL 28

By _____

By _____

By _____

64491