

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 81


Authorizing the Chair and General Manager to execute, on behalf of the Metropolitan Exposition-Recreation Commission, an agreement with Local 28, Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada (Union), and the Commission (Spectator Facilities).

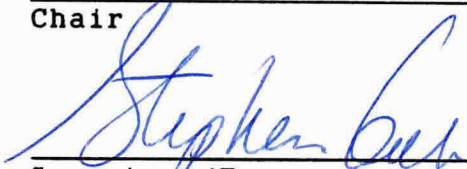
The Metropolitan Exposition-Recreation Commission finds:

1. That the Commission's labor attorney, Commission Staff, and representatives of the Union have negotiated a three year agreement beginning July 11, 1990 and ending June 30, 1993.
2. That the agreement has been ratified by the membership of the Union.


BE IT THEREFORE RESOLVED that the proposed Agreement between the Commission and the Union, in the form of which a copy is attached to this Resolution, is hereby approved and the Chair, and General Manager are authorized to execute the Agreement on behalf of the Commission.

Passed by the Commission on July 11, 1990.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Metro General Counsel

AGREEMENT

BETWEEN

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE  
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS  
OF THE UNITED STATES AND CANADA

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## AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 1990, by and between the METROPOLITAN EXPOSITION RECREATION COMMISSION (hereafter referred to as the "Employer") and 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").

### W I T N E S S E T H

#### 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 herewith 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. This Agreement shall specifically exclude all supervisors, security personnel, building maintenance employees, clerical employees, casual labor, box office employees, ushers, ticket takers, and other professional trades employees. Metropolitan Exposition-Recreation Commission meetings or other Metropolitan Exposition-Recreation Commission in-house activities conducted at the Memorial Coliseum, Civic Auditorium, Civic Stadium, Arlene Schnitzer Concert Hall and the New Theatre Building of the Portland Center for the Performing Arts facilities shall not require the services of any employee 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. This Agreement shall not apply to the Oregon Convention Center unless such work is specifically assigned by the Employer.

1.2 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, national origin, marital status, religion, age, sex, mental or physical handicap. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

1.3 (a) It is mutually agreed that the Union shall be the source of obtaining qualified Employees and the Union shall be given the first opportunity to refer applicants to the Employer for employment.

1.3 (b) The Union agrees that in referring applicants for employment its selection will be on a non-discriminatory basis and will not be based upon, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. It is further agreed that reasonable standards or criteria for the making of referrals will be adopted and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis.

1.3 (c) When additional personnel are required and need to be scheduled to perform work covered under this Agreement, the Metropolitan Exposition-Recreation Commission 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. Subject to other limitations contained in the agreement, the Employer may select by name the first three department heads for each call. The Union may select the fourth department head, if one is needed, and the Employer may then select all additional department heads needed on the call. Selection of employees other than department heads needed for a call will be as follows: the Union may first select by name a number of employees equal to the number of department heads selected by the Employer; the Employer may then select by name 50 percent of the remaining call. The Employer, when requesting employees by name, shall

give due consideration to the timeliness of the Employer's request and the availability of the individuals it requests. 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 sufficient qualified 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 described in Article IV on those employees.

1.3 (d) In all situations of employment, the Union shall provide personnel that possess the necessary 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 Agreement. 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.

## ARTICLE II Jurisdiction

2.1 It is understood and agreed that the Union has jurisdiction over the class of work provided in the General Constitution of its International Union and jurisdiction settlement agreements arising thereunder, such as, but not limited to, all stages, portable or permanent when used for any type of production either in an arena or stadium, studios and places of amusement, consisting of construction, placing and hanging of scenery and curtains, rigging of theatres, operating and maintaining all paraphernalia of theatres, and repairing stage scenery, curtains, properties, public address systems, lighting

systems, etc. When required for a yellow card attraction or when specifically requested by a promoter, the jurisdiction of this Agreement also covers all employees of operating rooms and operators of apparatus and connections appertaining thereto in locations where moving pictures are exhibited and also the operation of all stereopticons. Additionally, when required for a yellow card attraction or when requested by a promoter, the jurisdiction of this agreement covers the maintaining; cleaning; drying; pressing; sorting; handling; distributing; hanging; unpacking; repacking; repairing; the general supervision of all items of costumes, wardrobe and costume/wardrobe accessories; and assisting in the dressing of and making changes for all performers. Also included are (but only to the extent and under the circumstance such work may heretofore have been performed by employees hereunder) the fitting and remodeling of such items and other duties incidental to or necessary for the performance of the foregoing as well as duties associated with the control, disposition and organization of costumes and wardrobe for their efficient and artistic utilization.

2.2 This Agreement shall only apply to the Civic Auditorium, the Civic Stadium, the Arlene Schnitzer Concert Hall, and the Memorial Coliseum. This Agreement shall not apply to the Oregon Convention Center, the Winningstad Theatre or the studio space, main street, public lobbies of the various facilities and the meeting rooms and Exhibition spaces at the Memorial Coliseum. This Agreement shall apply to the Intermediate Theatre except as specifically modified by the Addendum to this Agreement.

2.3 Staffing conditions pertaining to road attractions are specified under the "yellow card" issued by IATSE. As the Employer is responsible for staffing, the Union shall present to the Employer, forty-eight (48) hours prior to the call, a copy of the yellow card, if available.

2.4 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 Agreement. It is further agreed that the Metropolitan Exposition-Recreation Commission shall determine minimum staffing needs which shall apply to all presenters utilizing the facilities managed by the Metropolitan Exposition-Recreation Commission. 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. If no consensus can be reached, the ultimate decision shall be made by the Metropolitan Exposition-Recreation Commission.

2.5 The Employer reserves the right to 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, and 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.

2.6 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 skills, 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. If no consensus can be reached, the ultimate decision shall be made by the Employer.

2.6.1 The following minimums are considered to be the normal minimums which, upon appropriate circumstances, may be adjusted pursuant to the procedures described in Sections 2.5 and 2.6 above. For theatre stage attractions, the minimum call shall be four (4) Department Heads; except for lectures, movies and other attractions in which case there shall only be three (3) Department Heads. When more than three (3) men are called, the fourth and fifth men shall receive Head of Department pay.



2.6.2 The normal minimum call for Arena Stage Attractions shall be three (3) Department Heads, Electrician, Sound Man and Carpenter. If the attraction does not have a stage, then the minimum call shall consist of an Electrician or an Electrician and Sound Man. If a Sound Man is required, then both men shall receive Department Head pay.

2.7 Time sheets submitted to the Employer shall not be altered by the Employer without notification to the affected employee of any such alteration.

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

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

### ARTICLE III

#### Wages; Overtime & Conditions

3.1 Attached hereto are Exhibits A, B, C, D, E, F & G which by this reference are hereby incorporated herein and made a part of this Agreement. The Exhibits set forth the job classifications, wages, hours and overtime to be paid employees, and such exhibits, having been agreed to by the parties, shall be binding upon the Employer, the Union and employees covered by this Agreement.

3.2 (a) 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 straight time rate shall be paid on minimum calls unless the employee is actually working during the premium time.

3.2 (b) Stagehands shall receive pay for the hours worked on an hourly, continuity of service basis unless a break of more than two (2) hours is given. If the break exceeds two hours the initial call-in and any call-back shall be treated as separate four hour calls. Employees may be assigned to other tasks to complete the minimum four hour call or for work in addition to a minimum work call.

3.2 (c) When two (2) or more different productions are to be performed in the same day, the work required for the changeover from one production to another shall be paid for on an hourly, continuity of service basis; provided, however, upon adequate advance notice, the Employer may

hold over, add to an employee assignment or relieve any employee working on the earlier show.

3.3 Employees covered by this Agreement working more than three (3) continuous hours immediately after midnight shall continue on the same rate of pay until said employees have had at least an eight (8) hour rest period. An employee covered by this Agreement working more than three (3) continuous hours before 8:00 a.m. shall continue at the same rate of pay until said employee has at least an eight (8) hour rest period.

3.4 For the purpose of computing time under this Agreement, any fraction of a half-hour over eight (8) minutes shall be considered a full half hour.

3.5 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 or Agreement.

3.6 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.

3.7.1 All stage personnel covered by this Agreement shall have an unpaid meal period of at least sixty (60) minutes duration no later than the end of each 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.

3.7.2 If the Employer has a special situation and 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. 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.

3.7.3 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.

3.7.4 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.

3.7.5 No employee shall take a meal break during a performance.

3.8 When pre-performance planning conferences are required that involve part-time temporary stage employees, minimum pay shall be two (2) hours pay at Head of Department regular straight time rate of pay.

3.9.1 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 two (2) times his 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), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

3.9.2 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 Agreement, then such pay shall not exceed two (2) times the employee's regular straight-time hourly rate. The limit on premium pay shall not apply to meal penalty contained in Section 3.7.2.

3.10 When part-time temporary stage personnel are employed during the hours of 8:00 a.m. and 12:00 midnight, they shall be paid their regular straight time hourly rate except as modified by Section 3.11.1.

3.11 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 straight-time hourly rate. The Employer shall retain the right to monitor all overtime and schedule employees in a manner that limits or avoids overtime, provided, however, no part-time temporary stage personnel shall be replaced or removed after eight hours per day or after forty hours per week during a single promoter event for the purpose of preventing payment of overtime or premium wage scale.

3.11.1 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 two (2) times the regular straight time hourly rate. The hourly wage rate shall revert back to the regular straight time hourly rate at 8:00 a.m., except as modified by Section 3.3.

3.11.2 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 straight-time hourly rate.

3.12 The workweek shall be defined as beginning at 12:01 a.m. Thursday and ending at 12:00 Midnight on Wednesday. For payroll purposes, activities occurring after 0000 hours Thursday associated with Wednesday call shall be considered to be time worked within the current workweek.

#### ARTICLE IV Health and Welfare

4.1 The Employer agrees, in addition to all wages and other sums required to be paid hereunder, to pay the further sum of 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 Agreement and employed by the Employer under its terms. 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 an account in the name of "IATSE, Local 28 Health and Welfare Fund" and shall be under the control of said Joint Board of Trustees; such contributions shall be utilized for the purpose of supporting a Health and Welfare plan known as "I.A.T.S.E. Local 28 Health and

Welfare Plan. IATSE specifically warrants that this Trust meets all legal requirements of Section 302 of the Labor Management Relations Act of 1947, as amended.

4.2 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.

4.3 The Employer will continue its participation in the PERS program pursuant to established past practice. Such participation and past practice will not be altered during the term of this Agreement.

#### ARTICLE V Union Obligation

Nothing hereinbefore or hereinafter contained shall be so construed as to prevent members of the Union from cooperating with organized labor as required by their International Union, the Theatrical Federation, or the Central Labor Council of Portland and vicinity provided that such cooperation shall be consistent with applicable Federal and State Laws.

#### ARTICLE VI Discharge or Resignation

6.1 No employee working under this Agreement shall resign unless two (2) weeks written notice is given to his Employer. A copy of said notice shall be sent to the Business Agent of the Union. The parties hereto may mutually agree to a shorter period of notice, should conditions so warrant.

6.2 The Employer may discharge, discipline, suspend or demote an employee for just cause, including, but not limited to, unsatisfactory work performance, 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. If feasible, the Employer shall give the Union and effected employee two (2) weeks' written notice of intent to discharge, but nothing in this Agreement shall require the Employer to provide such notice.

6.3 In situations where an employee is discharged with less than two (2) weeks notice, or otherwise removed from his 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 VII Resolution of Disputes

7.1 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. Grievances may be initiated and pursued in the following manner:

(1) Step I. An employee who believes he has a grievance may present this grievance to his immediate supervisor for adjustment within five (5) calendar days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the oral grievance.

(2) Step II. If a grievance has not been settled between the affected employee and the immediate supervisor, the grievance shall be reduced to writing, and submitted by a Union representative or affected employee to the Employer's designee within twenty-one (21) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time provided for processing of the grievance in Step 1 of this procedure. A written statement of the grievance shall be signed by the aggrieved employee or by a Union representative, and shall include a 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. The Employer shall respond to the written grievance in writing within fourteen (14) calendar days of its receipt.

(3) Step III. If the grievance is still unsettled, the Union may within ten (10) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step II have a right to have the matter arbitrated by a third party jointly agreed upon by the Employer and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Union shall have the right to strike three (3) names from the list. Either party shall have the right to reject one list in its entirety. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. 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 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. 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. 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. If either party fails to proceed with the procedures of Step III within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.

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

7.3 All employees hired on or after May 1, 1990 shall be subject to the apprenticeship program and new hire provisions of this Agreement. Employees hired on or after May 1, 1990, who have worked less than 270 calendar days and are rejected for a call or calls or are otherwise disciplined shall not be entitled to invoke the arbitration provisions of this Article to contest such termination or discipline.

7.4 Time Limits. The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.

7.5 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.

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

7.7 An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, the Employer's last response at Step 3 of the grievance procedure shall be final and binding on all parties.

7.8 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.

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



7.10 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 VIII  
Miscellaneous Provisions

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

8.2 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.

8.3 Insurance: It is agreed by the Employer that the employees covered by this Agreement shall be protected by the State of Oregon Industrial Accident Commission, or some reliable Insurance Company, against occupational injuries and occupational diseases. It is agreed by the Employer that in the event it rejects the State of Oregon Industrial Accident Commission and substitutes a private insurance company, it will then inform the Union, in writing, of the name and address of such other insurance company, together with a copy of the policy which the employees are to be covered against occupational injuries and occupational diseases. Coverage must be equivalent in hospitalization, medical and doctors' care together with compensation for time lost including claim payments.

8.4 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 Employer's representatives.

8.5 Management Rights: The Employer retains all customary, usual and exclusive rights, decisionmaking, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Employer. Rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

8.6.1 Waiver: The Employer shall have no obligation to bargain with the Union with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.

8.6.2 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.

8.7 The parties recognize that the Employer is directly responsible for carrying out the functions and services to its clients. For this reason, it is jointly recognized that the Employer retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union fifteen (15) calendar days prior to their effective date in order to provide the Union and employees an opportunity to comment and suggest changes. The Employer agrees the Union has the right to challenge work rules in grievance procedure if it believes the work rule to be arbitrary and/or capricious.

ARTICLE IX  
Apprenticeship

9.1 Definition: The apprenticeship period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve its operations by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.

9.2 Apprenticeship Period: All new employees hired on or after May 1, 1990 shall be subject to the apprenticeship period and new hire provisions described below. The parties agree and acknowledge that the current four year apprenticeship program will not be shortened during the term of this contract.

9.2.1 Initial Hire Rate of Pay. All new employees hired on or after May 1, 1990 shall be paid at the regular straight time rate of pay equivalent to the Intermediate Theatre Grip Rate.

9.2.2 Apprenticeship Rate of Pay: Any new employee hired after May 1, 1990 becoming an Apprentice member of Local 28, shall be paid a regular straight time rate of pay that is one-half (1/2) way between the Intermediate Theatre Grip rate and the Master Agreement Grip rate.

9.3 When apprentices are assigned to work as Department Heads, they shall be paid a regular straight time rate of pay that is one-half (1/2) way between the Intermediate Theatre Department Head rate and the Master Agreement Department Head rate; notwithstanding any other provision of this Agreement to the contrary, assignment of apprentices to department head duties shall be by mutual agreement only.

9.4 Except as described below in Section 9.5, upon completion of Local 28's IATSE Joint Apprenticeship Training Council program, said employees will be paid Master Agreement rates of pay.

9.5 Apprentices who have completed 30 percent of the required apprenticeship program shall receive the Master Agreement rate of pay for assignment to duties as a Truck Loader. Apprentices who have completed 50 percent of the required apprenticeship program shall receive Master Agreement rates for the following assignments: Motion

Picture Machine Operators, Wardrobe, Riggers and Ground Riggers. New hires may be assigned to the following positions only when no regular employees or apprentices are available to fill the call: Motion Picture Machine Operators, Wardrobe, Riggers, Ground Riggers, Spotlight, Second Sound Man and Board Man.

ARTICLE X  
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. Such efforts shall include but not be limited to providing recruitment, educational, and training opportunities to those individuals identified by the Employer as part of its outreach programs.

ARTICLE XI  
Recording - Video and Audio

11.1 Subject to the exclusions in Section 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 the wage schedule of this Agreement (Article XIII).

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 activities, events, tradeshow and all events in the meeting rooms and Exhibit spaces at the Memorial Coliseum

complex; d) all high school and collegiate sporting events and all other amateur sporting events within the arena at the Memorial Coliseum; e) all events or activities presented by non-profit (as defined by Section 501(c) of the Internal Revenue Code) performing visual, literary, civic, social, religious or educational organizations of institutions. However, if such performance is produced for resale in record, film, audio, or videotape or compact disc, the recording scales shall apply.

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 11.4 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. However, if such performance is produced for resale in record, film, audio, or videotape or compact disc, the recording scales shall apply.

#### ARTICLE XII

##### Effective Date, Duration and Modification

12.1 When executed by the parties hereto, the terms of this Agreement shall become effective as of July 1, 1990 and shall remain in full force until and including June 30, 1993, and thereafter as provided in this Article.

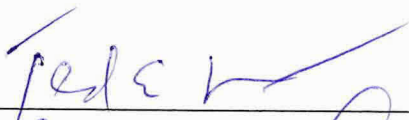
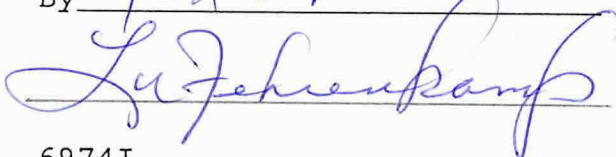
12.2 Any party hereto desiring termination, modification, or change in this Agreement to take effect subsequent to the June 30, 1993, or to take effect for any agreement year subsequent thereto, shall serve written notice at least sixty (60) days prior to the end of such agreement year requesting negotiations. If no such notice is given, this Agreement shall continue in full force and effect from year to year thereafter.

Dated this 11 day of July, 1990.

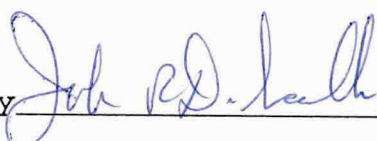

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

IATSE LOCAL 28

By

By

6974I

ARTICLE XIII

Wage Rates

EXHIBIT A

STARTING RATES BEFORE NEGOTIATED RAISES WHICH WILL  
TAKE EFFECT ON JULY 1, 1990

1. DEPARTMENT HEADS: Carpenter, Flyman, Electrician,  
Property Man and Sound Man  
  
\$13.40 per regular straight time hour between 8:00 a.m.  
and 12:00 midnight  
\$6.70 per half hour  
\$20.10 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per week  
\$10.05 per half hour  
\$26.80 per hour between 12:00 midnight and 8:00 a.m.  
\$13.40 per half hour
  
2. EXTRA MEN: Grips, Flyman, Electricians, Property Men  
and Soundmen  
  
\$11.50 per regular straight time hour between 8:00 A.M.  
and 12:00 Midnight  
\$5.75 per half hour  
\$17.25 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per week  
\$8.63 per half hour  
\$23.00 per hour between 12:00 Midnight and 8:00 A.M.  
\$11.50 per half hour
  
3. SECOND SOUND MEN, BOARD MEN & FRONTLIGHT MEN: Limited to  
actual operation of equipment during shows or minimum call  
  
\$11.85 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$5.93 per 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  
\$23.70 per hour between 12:00 Midnight and 8:00 A.M.  
\$11.85 per half hour

4. 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.

\$15.17 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$7.59 per half hour  
\$22.76 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$11.38 per half hour  
\$30.34 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$15.17 per half hour

5. TRUCK LOADERS:

\$15.00 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$7.50 per half hour  
\$22.50 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$11.25 per half hour  
\$30.00 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$15.00 per half hour

RECORDING RATES: To be applicable and frozen without increase during three year contract term.

6. DEPARTMENT HEADS: Carpenter, Flyman, Electrician, Property Man and Sound Man

\$17.42 per regular straight time hour between 8:00 a.m. and 12:00 midnight  
\$8.71 per half hour  
\$26.13 per hour after eight (8) regular straight time hours per day or forty (40) regular straight time hours per workweek  
\$13.07 per half hour  
\$34.84 per hour between 12:00 midnight and 8:00 a.m.  
\$17.42 per half hour

7. EXTRA MEN: Grips, Flyman, Electricians, Property Men and Soundmen
- \$14.95 per regular straight time hour between 8:00 A.M. and 12:00 Midnight  
\$7.48 per half hour
- \$22.43 per hour after eight (8) regular straight time hours per day or forty (40) regular straight time hours per workweek  
\$11.22 per half hour
- \$29.90 per hour between 12:00 Midnight and 8:00 A.M.  
\$14.95 per half hour
8. SECOND SOUND MEN, BOARD MEN & FRONTLIGHT MEN: Limited to actual operation of equipment during shows or minimum call
- \$15.41 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$7.71 per half hour
- \$23.12 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$11.56 per half hour
- \$30.82 per hour between 12:00 Midnight and 8:00 A.M.  
\$15.41 per half hour
9. 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.
- \$19.72 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$9.86 per half hour
- \$29.58 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$14.79 per half hour
- \$39.44 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$19.72 per half hour



EXHIBIT B

FOR THE THREE YEAR TERM OF THE CONTRACT (Wage rates on this Exhibit will be frozen and no increase will be applicable during the three year term)

RIGGING & GROUND RIGGING:

Rigging scale to be paid to all men rigging in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons.

Ground riggers scale to be paid to all men 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.

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, or anything not involving chain motors, mechanical devices or permanent rigging, the rigging scale will be paid.

1. RIGGING SCALE:

\$20.05	per regular straight time hour between 8:00 A.M. and 12:00 Midnight \$10.03 per half hour
\$30.08	per hour after eight (8) regular straight-time hours per day or forty (40) regular straight time hours per workweek \$15.04 per half hour
\$40.10	per hour for all hours between 12:00 Midnight and 8:00 A.M. \$20.05 per half hour

2. GROUND RIGGER:

\$15.25	per regular straight time hour between 8:00 A.M. and 12:00 Midnight \$7.63 per half hour
\$22.88	per hour after eight (8) regular straight-time hours per day or forty (40) regular straight time hours per workweek \$11.44 per half hour
\$30.50	per hour all hours between 12:00 Midnight and 8:00 A.M. \$15.25 per half hour

EXHIBIT C

STARTING RATES BEFORE NEGOTIATED RAISES WHICH WILL  
TAKE EFFECT ON JULY 1, 1990

1. MOVING PICTURE OPERATORS:

\$13.40 per regular straight time hour between 8:00 A.M.  
and 12:00 Midnight  
\$6.70 per half hour  
\$20.10 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$10.05 per half hour  
\$26.80 per hour between 12:00 midnight and 8:00 a.m.  
\$13.40 per half hour

2. RECORDING RATES: To be applicable and frozen without  
increase during three year contract term.

\$17.42 per regular straight time hour between 8:00 A.M.  
and 12:00 midnight  
\$8.71 per half hour  
\$26.13 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$13.07 per half hour  
\$34.84 per hour between 12:00 midnight and 8:00 a.m.  
\$17.42 per half hour

EXHIBIT D

STARTING RATES BEFORE NEGOTIATED RAISES WHICH WILL  
TAKE EFFECT ON JULY 1, 1990

WARDROBE ATTENDANTS: Unpacking, Sewing, Pressing, Dressing  
and Packing:

1. DEPARTMENT HEAD:

\$10.00 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$5.00 per half hour  
\$15.00 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$7.50 per half hour  
\$20.00 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$10.00 per half hour

2. DRESSERS:

\$ 9.00 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$4.50 per half hour  
\$13.50 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$6.75 per half hour  
\$18.00 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$9.00 per half hour

3. RECORDING RATES: To be applicable and frozen without  
increase during three year contract term.

4. DEPARTMENT HEAD:

\$13.00 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$6.50 per half hour  
\$19.50 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$9.75 per half hour  
\$26.00 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$13.00 per half hour

5. DRESSERS:

\$11.70	per regular straight-time hour between 8:00 A.M. and 12:00 Midnight; \$5.85 per half hour
\$17.55	per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek \$8.78 per half hour
\$23.40	per hour between the hours of 12:00 Midnight and 8:00 A.M. \$11.70 per half hour

EXHIBIT E

WAGE RATES TO BE EFFECTIVE JULY 1, 1990

1. DEPARTMENT HEADS: Carpenter, Flyman, Electrician,  
Property Man and Sound Man  
  
\$13.80 per regular straight time hour between 8:00 a.m.  
and 12:00 midnight  
\$6.90 per half hour  
\$20.70 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$10.35 per half hour  
\$27.60 per hour between 12:00 midnight and 8:00 a.m.  
\$13.80 per half hour
  
2. EXTRA MEN: Grips, Flyman, Electricians, Property Men  
and Soundmen  
  
\$11.85 per regular straight time hour between 8:00 A.M.  
and 12:00 Midnight  
\$5.93 per half hour  
\$17.77 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$8.88 per half hour  
\$23.70 per hour between 12:00 Midnight and 8:00 A.M.  
\$11.85 per half hour
  
3. SECOND SOUND MEN, BOARD MEN & FRONTLIGHT MEN: Limited to  
actual operation of equipment during shows or minimum call  
  
\$12.21 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$6.11 per half hour  
\$18.32 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek;  
\$9.16 per half hour  
\$24.42 per hour between 12:00 Midnight and 8:00 A.M.  
\$12.21 per half hour

4. 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.

\$15.63 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$7.82 per half hour  
\$23.45 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$11.73 per half hour  
\$31.26 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$15.63 per half hour

5. TRUCK LOADERS:

\$15.45 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$7.73 per half hour  
\$23.18 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$11.59 per half hour  
\$30.90 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$15.45 per half hour

6. MOVING PICTURE OPERATORS:

\$13.80 per regular straight time hour between 8:00 A.M. and 12:00 Midnight  
\$6.90 per half hour  
\$20.70 per hour after eight (8) regular straight time hours per day or forty (40) regular straight time hours per workweek  
\$10.35 per half hour  
\$27.60 per hour between 12:00 midnight and 8:00 a.m.  
\$13.80 per half hour

WARDROBE ATTENDANTS: Unpacking, Sewing, Pressing, Dressing and Packing:

7. DEPARTMENT HEAD:

\$10.30 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$5.15 per half hour  
\$15.45 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$7.73 per half hour  
\$20.60 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$10.30 per half hour

8. DRESSERS:

\$9.27 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$4.64 per half hour  
\$13.91 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$6.95 per half hour  
\$18.54 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$9.27 per half hour

EXHIBIT F

WAGE RATES TO BE EFFECTIVE JULY 1, 1991

1. DEPARTMENT HEADS: Carpenter, Flyman, Electrician,  
Property Man and Sound Man  
  
\$14.28 per regular straight time hour between 8:00 A.M.  
and 12:00 midnight  
\$7.14 per half hour  
\$21.42 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$10.71 per half hour  
\$28.56 per hour between 12:00 midnight and 8:00 a.m.  
\$14.28 per half hour
  
2. EXTRA MEN: Grips, Flyman, Electricians, Property Men  
and Soundmen  
  
\$12.26 per regular straight time hour between 8:00 A.M.  
and 12:00 Midnight  
\$6.13 per half hour  
\$18.39 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$9.20 per half hour  
\$24.52 per hour between 12:00 Midnight and 8:00 A.M.  
\$12.26 per half hour
  
3. SECOND SOUND MEN, BOARD MEN & FRONTLIGHT MEN: Limited to  
actual operation of equipment during shows or minimum call  
  
\$12.64 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$6.32 per half hour  
\$18.96 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek;  
\$9.48 per half hour  
\$25.28 per hour between 12:00 Midnight and 8:00 A.M.  
\$12.64 per half hour



4. 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.

\$16.18 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$8.09 per half hour  
\$24.27 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$12.14 per half hour  
\$32.36 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$16.18 per half hour

5. TRUCK LOADERS:

\$16.00 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$8.00 per half hour  
\$24.00 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$12.00 per half hour  
\$32.00 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$16.00 per half hour

6. MOVING PICTURE OPERATORS:

\$14.28 per regular straight time hour between 8:00 A.M. and 12:00 Midnight  
\$7.14 per half hour  
\$21.42 per hour after eight (8) regular straight time hours per day or forty (40) regular straight time hours per workweek  
\$10.71 per half hour  
\$28.56 per hour between 12:00 midnight and 8:00 a.m.  
\$14.28 per half hour

WARDROBE ATTENDANTS: Unpacking, Sewing, Pressing, Dressing  
and Packing:

7. DEPARTMENT HEAD:

\$10.66 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$5.33 per half hour  
\$16.00 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$8.00 per half hour  
\$21.32 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$10.66 per half hour

8. DRESSERS:

\$9.60 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$4.80 per half hour  
\$14.40 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek  
\$7.20 per half hour  
\$19.20 per hour between the hours of 12:00 Midnight and  
8:00 A.M.  
\$9.60 per half hour

EXHIBIT G

WAGE RATES TO BE EFFECTIVE JULY 1, 1992

1. DEPARTMENT HEADS: Carpenter, Flyman, Electrician,  
Property Man and Sound Man  
  
\$14.85 per regular straight time hour between 8:00 a.m.  
and 12:00 midnight  
\$7.43 per half hour  
\$22.28 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$11.14 per half hour  
\$29.70 per hour between 12:00 midnight and 8:00 a.m.  
\$14.85 per half hour
  
2. EXTRA MEN: Grips, Flyman, Electricians, Property Men  
and Soundmen  
  
\$12.75 per regular straight time hour between 8:00 A.M.  
and 12:00 Midnight  
\$6.38 per half hour  
\$19.13 per hour after eight (8) regular straight time  
hours per day or forty (40) regular straight time  
hours per workweek  
\$9.56 per half hour  
\$25.50 per hour between 12:00 Midnight and 8:00 A.M.  
\$12.75 per half hour
  
3. SECOND SOUND MEN, BOARD MEN & FRONTLIGHT MEN: Limited to  
actual operation of equipment during shows or minimum call  
  
\$13.15 per regular straight-time hour between 8:00 A.M.  
and 12:00 Midnight;  
\$6.58 per half hour  
\$19.73 per hour after eight (8) regular straight-time  
hours per day or forty (40) regular straight-time  
hours per workweek;  
\$9.87 per half hour  
\$26.30 per hour between 12:00 Midnight and 8:00 A.M.  
\$13.15 per half hour

4. 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.

\$16.83 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$8.42 per half hour  
\$25.25 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$12.63 per half hour  
\$33.66 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$16.83 per half hour

5. TRUCK LOADERS:

\$16.63 per regular straight-time hour between 8:00 A.M. and 12:00 Midnight;  
\$8.32 per half hour  
\$24.95 per hour after eight (8) regular straight-time hours per day or forty (40) regular straight-time hours per workweek;  
\$12.48 per half hour  
\$33.26 per hour between the hours of 12 Midnight and 8:00 A.M.  
\$16.63 per half hour

6. MOVING PICTURE OPERATORS:

\$14.85 per regular straight time hour between 8:00 A.M. and 12:00 Midnight  
\$7.43 per half hour  
\$22.28 per hour after eight (8) regular straight time hours per day or forty (40) regular straight time hours per workweek  
\$11.14 per half hour  
\$29.70 per hour between 12:00 midnight and 8:00 a.m.  
\$14.85 per half hour

WARDROBE ATTENDANTS: Unpacking, Sewing, Pressing, Dressing and Packing:

SIDE LETTER OF AGREEMENT

BETWEEN

THE METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE  
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS  
OF THE UNITED STATES AND CANADA

This Side Letter of Agreement is entered into between THE METROPOLITAN EXPOSITION RECREATION COMMISSION (hereinafter 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 (hereinafter referred to as the "Union") to set forth the parties further agreement with respect to the interpretation and application of certain provisions of the Master Labor Agreement.

It is expressly agreed that all employees hired by the Employer on or after May 1, 1990 shall be subject to the apprenticeship and the new hire provisions of the Master Labor Agreement with the exception of the individuals described below. Notwithstanding any other provision of this Agreement to the contrary, these individuals will be considered regular employees and shall not be required to work at the new hire rates of pay or the apprenticeship rates of pay contained within the Master Labor Agreement. These employees are:

This Side Letter of Agreement will also confirm that the parties have reached an understanding with respect to the interpretation and application of Section 11.4 of the Master Labor Agreement. It is expressly agreed and understood that the Portland Winterhawks are considered an amateur event within the definition of Section 11.4(d). It is further agreed that two employees will be excluded (in other words, not entitled to receive recording rates) for each Portland Trailblazer game held in a MERC-managed facility. It is also agreed that two

employees will be exempt (i.e., not entitled to recording rates) for any other professional sports event held in any MERC-managed facility where MERC is unable to pass on the recording premium to the presenter.

This Side Letter of Agreement will confirm that the Side Letter of Agreement regarding the right of the Shakespeare Festival to supply one department head as part of the regular call for its productions shall be deleted from the Addendum to the Master Labor Agreement and have no further force or effect as of June 30, 1991.

This Side Letter of Agreement is hereby incorporated into and made a part of the Master Labor Agreement.

This Side Letter of Agreement is entered into this 11 day of July, 1990.

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

IATSE LOCAL 28

By

By

By

By

6975I