

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 82

Authorizing the Chair and General Manager to execute, on behalf of the Metropolitan Exposition-Recreation Commission, an agreement with the Theatrical Employees Union, Local B-20, International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada (Union), which modifies and extends the existing collective bargaining agreement between the Commission (Spectator Facilities) and Union.

Modifying the Schedule of Extra Charges for labor, at Metro ERC Facilities, whereby the Commission charges the permittee the actual hourly rate plus 25% for fringes/benefits/overhead.


The Metropolitan Exposition-Recreation Commission finds:


1. That the Commission's labor attorney, Commission Staff, and representatives of the Union have negotiated modifications and an extension of the existing collective bargaining agreement which expires on June 30, 1990.
2. That the agreement has been ratified by the membership of the Union.
3. That the agreement covers a three year period from July 1, 1990, through June 30, 1993, and the respective wage increases for each of these three years.
4. That it is necessary to modify the Schedule of Extra Charges to reflect the increase in labor, at the Commission Facilities, and also increase the add-on for fringes/benefits/overhead from 20% to 25% to reflect true out of pocket expense.

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.

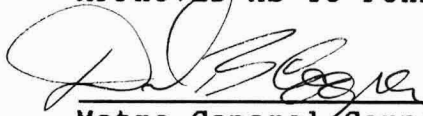
BE IT FURTHER RESOLVED that the Schedule of Extra Charges for the use of Commission's Facilities be modified to reflect the changes for contracted labor and also increase the add-on for fringes/benefits/overhead from 20% to 25% effective July 1, 1990.

Passed by the Commission on July 11, 1990.

  
\_\_\_\_\_  
Chair

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

APPROVED AS TO FORM:

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

A G R E E M E N T

Between

Metropolitan Exposition-Recreation Commission

and

IATSE Local B-20

PREAMBLE

THIS AGREEMENT, made this 1st day of July, 1990, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, managers and operators of the Memorial Coliseum Complex, Civic Stadium, and the Portland Center for the Performing Arts buildings, Portland, Oregon, hereafter the "Employer," and THEATRICAL EMPLOYEES UNION LOCAL B-20, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, hereafter the "Union."

SECTION 1, RECOGNITION AND SCOPE OF BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative, and this Agreement shall apply with respect to employees in the following collective bargaining unit at the Memorial Coliseum Complex, Civic Stadium, and the Portland Center for the Performing Arts buildings.

(a) All admissions control employees including advance sellers, ticket sellers, show sellers, phone reservation personnel, gate attendants, lead gate attendants, lead ushers and ushers having more than two hundred (200) hours of employment during the calendar year, and/or ushers who have worked a total of no less than forty-five (45) shifts or three hundred (300) hours, whichever is less, from their last date of employment, but excluding ushers not meeting these requirements, office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.

(b) For the Portland Center for the Performing Arts facilities, the bargaining unit covers the Intermediate Theatre seating areas. This Agreement shall specifically exclude all other working areas and public lobbies of the Performing Arts Theatre Building, including but not limited to the Winningstad Theatre, the Rehearsal Hall, the Winningstad Theatre lobbies, the

checkroom, the public elevators, the stagedoor area and Main Street.

1.2 Continuous employment for purposes of this Agreement shall be defined as employment uninterrupted by discharge, voluntary termination or layoff in excess of six (6) months. In order to be continuously employed, as that term is used in this contract, an employee must actually work at least one (1) event during each four (4) month period, from the time the employee last worked an event, unless on an approved leave of absence.

1.3 Upon written request, within ten (10) calendar days following each calendar quarter, the Employer will furnish to the Union an alphabetical list with addresses of current employees and showing cumulative hours worked during the calendar year to date by ushers not yet eligible for inclusion in the collective bargaining unit under the conditions set forth in this Section 1 above.

## SECTION 2, UNION MEMBERSHIP AND CHECKOFF

2.1 It is agreed that, as a condition of employment, each employee covered by this Agreement who is not now a member of the Union shall become a member of the union within thirty one (31) calendar days following the beginning of his employment, or the effective date of this Agreement, whichever is later; provided, however, that employees working in the Usher classification shall not be required to join the union until such employee has worked forty-five (45) shifts or three hundred hours (300), whichever is shorter. For purposes of this article, an employee shall be considered to have met his financial obligations to the union by tendering the initiation fees and other periodic dues uniformly required as a condition of membership. Bargaining unit member who exercise their right of nonmembership only when based upon a bona fide religious tenant or teaching of a church or body of which employee is a member shall pay an amount of money equivalent to regular monthly union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union, and such payment shall be remitted to the charity by the Union. In the event an employee fails to meet his financial obligations to the union by neither joining the union or tendering the normal initiation fees and period union dues, the Employer shall, upon ten (10) calendar days written notice, cease scheduling that employee for any events until such time as the union has provided the employer with a second written notice indicating that the employee is no longer delinquent with respect to its obligations to tender initiation fees and periodic dues to the union.

2.2 For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the employer and signed by an official of the union.

2.3 For such employees of the Union who certify in writing that they authorize such dues deductions to the union or for any employee who authorizes a payment in lieu of dues, the Employer shall deduct from the first pay of each month, the employee's union dues in an amount not to exceed the Union's dues provision in effect.

2.4 The Union shall be responsible for obtaining all written dues and initiation fee authorization forms and submitting such forms to the employer prior to any employer obligation to begin dues and/or initiation fee deductions. An employee shall have the right to rescind such dues payment, payment in lieu of dues and/or initiation fee authorization by providing the Employer written notice of such revocation at least five (5) calendar days before the first of any month.

2.5 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such event, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.

2.6 It is expressly understood and agreed that upon receipt of proper proof, the Union will refund to the Employer or to the employee involved any amounts erroneously withheld from the employee's earnings by the Employer.

2.7 Upon request by the Union, the Employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement.

2.8 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

### SECTION 3, LABOR-MANAGEMENT CONSULTATION

3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. In that the Intermediate Theatre 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 measures and dealing with operational innovations.

3.2 Space shall be provided by the Employer for the temporary storage of personal valuables (purses, etc.) while employed on the premises. The Employer cannot guarantee the absolute safety of such items under temporary storage but will provide reasonable security measures and will offer the service as a convenience for the employees.

3.3 Employees who are required to attend orientation or training classes shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such classes shall not be subject to minimum call-time provisions. However, in no case shall the orientation or training classes be less than one (1) hour in length for work at the Intermediate Theatre. Orientation and training classes shall be included within a work call whenever possible. If such classes are not included within a work call, the three (3) hour minimum shall be paid.

#### SECTION 4, WORK JURISDICTION AND RESPONSIBILITIES

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

(a) There shall be one (1) department that covers the working jurisdiction and responsibilities of the Union in the Intermediate Theatre. This department shall be known as Admission Workers.

(b) The jurisdiction and responsibilities of the Admission Workers Department at the Intermediate Theatre covers the ingress and egress of the theatre patrons; the taking of the tickets; providing assistance and direction in locating seats; providing show-related information or information about the Portland Center for the Performing Arts facilities, services or activities; enforcing building policies regarding smoking/non-smoking areas, food and beverages, video cameras and recording devices; responding to disturbing elements, safety hazards, medical emergencies or patron complaints; assisting

wheelchair patrons or those in casts or on crutches; coordinating the seating of late comers according to the policies of the tenant group; distributing programs/brochures/ flyers to theatre patrons; providing for the safety, comfort and convenience of audiences attending events, and for the protection of the physical building. The personnel of the Admission Workers Department shall include the following: ushers, and ticket-takers.

(c) The jurisdictional working rights and the responsibilities of the Union as described above refer to part-time work in the Intermediate Theatre seating area and lobby not performed by other Portland Center for the Performing Arts employees or by volunteers or technical staff of performing arts organizations.

(d) All Union admission workers shall be classified as part-time, temporary employees of the Employer.

(e) 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 in the Admission Workers Department 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 job classification distinction.

(f) 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 and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by 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 Union shall constitute a precedent and/or a past practice under this Agreement.

4.2 Notwithstanding any other provision to the contrary, the Employer shall require that a minimum of two (2) admission workers be employed per level whenever the Intermediate Theatre seating is being utilized for ticketed events.

## SECTION 5, HIRING

The Employer shall be the sole judge in decisions concerning the employment of personnel.

## SECTION 6, EMPLOYER-UNION RELATIONS

The parties jointly recognize the Employer's right and responsibility to manage the facilities covered by this Agreement in a manner which is as efficient as possible. The Employer's right to manage and operate these facilities as it may determine in performance of this responsibility, including by way of illustration but not as a limitation, scheduling, direction and assignment of the work force, hiring, layoff and termination, shall be modified or limited only as may be expressly modified or limited by a specific provision of this Agreement. The Employer shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of these facilities and events taking place therein, and the Union agrees that its members shall obey all rules and directions of any authorized representative of the Employer insofar as such do not conflict with a specific provision of this Agreement. The Employer agrees to send a copy of any newly proposed or revised work rules not less than ten (10) calendar days before the effective date of such rule or revision.

## SECTION 7, INTERRUPTIONS OF WORK

7.1 It is jointly recognized that the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and nothing in this Agreement shall be construed to interfere with any obligation the Union may owe to such International Alliance by reason of a prior obligation, provided that nothing contained in any such obligation shall be in conflict with any applicable provision of state or federal law.

7.2 Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the employer's operations or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International or Local officers and representatives to end any unauthorized interruption of work. The parties agree that they will submit to arbitration all grievances and disputes (pursuant to Section 9) that may arise



between them and that any misunderstandings regarding the meaning or intent of all or part of this agreement, provided, however, that the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of a violation of this Article by the Union or any of the employees covered by this Agreement.

#### SECTION 8, TERMINATION

Employees in the work classifications covered herein are not employed on a weekly basis, and no notice or salary in lieu thereof is necessary when the Employer has just cause to dispose of the services of any such employee.

#### SECTION 9, WAGES

9.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this Agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set fourth herein.

9.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer assigns an employee to a classification which calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his regular classification for the prescribed minimum or for all time worked over the minimum, as the case may be.

9.3 The classification known as Advance Seller shall be eliminated from use for all employees hired on or after July 1, 1987. Effective for all employees hired on or after July 1, 1987, the Show Seller and Advance Seller classifications shall be changed to read "Ticket Seller." Effective July 1, 1987, the Head Gate Attendant and Head Usher classification shall be merged into one and shall be known as the "Lead Gate Attendant/ Usher."

Schedule of Wages. To Be Effective July 1, 1990 through June 30, 1993:

<u>Classification</u>	<u>7/1/90</u>	<u>7/1/91</u>	<u>7/1/92</u>
Advance Seller	\$7.89	\$8.17	\$8.50
Show Seller	\$9.48	\$9.81	\$10.20
Ticket Sellers New Classification After 7/1/87	\$6.90	\$7.14	\$7.43
Phone Reservation	\$5.74	\$5.94	\$6.19
7/1/87 Expanded Duties Re Computerized Ticketing	\$6.10	\$6.31	\$6.56
Gate Attendant New Hires After 7/1/87	\$7.73 \$5.30	\$8.00 \$5.49	\$8.32 \$5.71
Lead Gate Attendant/Usher New Hires After 7/1/87	\$10.04 \$7.43	\$10.39 \$7.69	\$10.81 \$8.00
Usher New Hires After 7/1/87	\$5.74 \$5.15	\$5.94 \$5.33	\$6.18 \$5.54

9.4 The time of all employees covered by this Agreement shall start at the time they are required to report for work, in uniform in the case of ticket sellers, ticket takers, gate attendants and ushers, and shall stop at the completion of their scheduled shift or their work should such work extend beyond the scheduled end of the event.

9.5 Notwithstanding any provision of this Agreement to the contrary, employees undergoing required training will not be entitled to a four (4) hour minimum described above. Employees undergoing required training will be guaranteed a minimum of two (2) hours for each training session.

## SECTION 10, SCHEDULING

10.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. To the extent possible and consistent with the requirements of each event, the Employer will schedule employees first on the basis of their seniority, past performance, and availability. Failure to report as scheduled or repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discharge. Employees will be called upon to indicate availability at the beginning of each month for dates during such month. Work schedules will then be determined by the Employer on the basis of the factors set forth above and the employees notified. Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.

The Employer agrees and acknowledges that it will not make any of its scheduling decisions solely on the basis of the lesser wage rates applicable to employees hired on or after July 1, 1987. Notwithstanding any provision of this Agreement to the contrary, an employee who believes he or she is not being scheduled appropriately may request, in writing, a review of the employer's scheduling procedures and policies from the employee's immediate supervisor. If the employee is not satisfied after discussing the situation with the immediate supervisor, the employee may file a grievance pursuant to Section 9 of this Agreement. Such grievance must be filed within seven (7) calendar days of the admissions director's response to the employee inquiry.

10.2 The Employer shall have the right to assign employees to specific events at any facility covered by the Agreement, except as provided in Exhibit A and Exhibit B of this Agreement.

10.3 In the event an event is cancelled due to weather or other conditions beyond the Employer's control, employees who report for work will be compensated on the basis of a two (2) hour minimum call, provided, however, that if employees report for work and work one (1) hour or more before cancellation, a four (4) hour minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.

10.4 In the event of a small crowd the Employer asks for volunteers to leave early from work, the Employer will still compensate any employee the four (4) hour minimum if the employee has worked at least one hour as stated in 8.3. If they volunteer to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not discriminate against any employee who does not want to leave early voluntarily.

SECTION 11, NO INTERRUPTION OF WORK --  
SETTLEMENT OF CONTRACT DISPUTES PROCEDURE

11.1 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 in the following manner:

Step 1. The employee or Union representative shall present the grievance, in writing, to the employee's immediate supervisor within seven (7) calendar days of its occurrence or the date the employee or union knew or should have known of the grievance, whichever is later. The supervisor and employee shall then attempt to adjust the matter within seven (7) calendar days from the date the grievance is received. The grievance shall describe the events giving rise to the grievance, the provisions of the labor agreement alleged to have been violated and the relief requested.

Step 2. If a grievance has not been settled between the affected employee and his supervisor, it shall be presented to the general manager by the union representative within fourteen (14) calendar days. The general manager shall respond in writing to the Union representative within fourteen (14) calendar days after receipt thereof.

Step 3. If the grievance is still unsettled, the Union shall, within fourteen (14) calendar days of receipt of the decision of the general manager have the right to have the matter submitted to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within fourteen (14) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, 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. The union shall strike the first name and the Employer shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing

which is agreeable to both parties. Expenses for the arbitration shall be borne equally by both parties; 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. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

11.2 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.

11.3 The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter 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 award of the arbitrator shall be final and binding on the Employer, the Union and all employees involved.

11.4 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 or processed within the above-described time limits. 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 the next step of the grievance procedure shall be available.

11.5 A probationary employee suspended or terminated during his probationary period shall not be entitled to invoke the arbitration procedure of this article to contest such suspension or termination.

11.6 The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

11.7 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, for purposes of the grievance procedure, the Employer's last response at Step 2 shall be final and binding on all parties.

## SECTION 12, RETIREMENT SYSTEM

MERC presently participates in the Public Employees Retirement System and agrees to maintain such participation for the term of this Agreement, subject to applicable law.

## SECTION 13, STRAIGHT SHIFT AND FRACTIONS

A straight shift shall apply to all four (4) hour minimum calls in all work classifications except that the minimum call for the Intermediate Theatre shall be three hours. All work in excess of the four (4) hour minimum call shall be paid for at the straighttime rate with ten (10) minutes' work being counted as one-half (1/2) hour, and forty (40) minutes beyond four (4) hours as one (1) hour.

(a) For purposes of computing time at the Intermediate Theatre, any time worked beyond the three (3) hour minimum will be computed and paid in fifteen (15) minute increments.

(b) For purposes of computing total time worked at the Intermediate Theatre, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work call prior to completing three (3) hours work, unless the performance or rehearsal has ended.

(c) Due to the unique nature of the Intermediate Theatre and the nonprofit status of the major users of the facility, special conditions shall apply to youth concerts or Children's Theatre productions. In the event two performances of a youth concert of Children's Theatre are presented "back-to-back", employees shall be compensated with three (3) hours' minimum pay plus any additional hours or incremental portions thereof. For all other "back-to-back" performances with separate audiences, employees shall be fully compensated on the basis of separate minimum calls as described above.

(d) 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.

(e) No employee covered by this Agreement shall donate his services without prior, mutual, written consent of the Employer and the Union.

## SECTION 14, ADMISSION TO PREMISES

14.1 Any officer or other duly authorized representative of the Union shall be admitted to the premises of the Employer

during normal working hours for the purpose of checking the performance of this Agreement by the Employer. Any person so admitted shall comply with all the rules and regulations of the Employer while on its premises.

14.2 Any officer or duly authorized representative of the union visiting the Employer's facilities shall not interfere with the regular work assignments of employees on duty at the time of such visit. Failure to comply with this provision by the Union or its authorized representatives may result in suspension of this provision for the remainder of the Agreement.

#### SECTION 15, SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be declared invalid or held unlawful by any legislative act or by any court of competent jurisdiction, such legislation or decision of the court shall apply only to the specific article, section or portion thereof, directly specified therein. In such event, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

#### SECTION 16, FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue appropriated pursuant to established budgetary procedures. The Employer has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Employer agrees to include in its annual budget amounts reasonably sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the availability of revenue in connection therewith.

#### SECTION 17, WAIVER AND SEPARABILITY

It is agreed between the parties that either party shall have the right upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that

the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

#### SECTION 18, SUBCONTRACTING

It is agreed that nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations covered by this Agreement, to contract or to subcontract all or any portion of any such operation or to make and implement any other decision relating to its operations, provided, however, that the Employer provides the Union with no less than ninety (90) calendar days' advance notice of such contemplated change and provides the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period (or any mutually agreeable extension of such advance notice period).

Any employee covered by this Agreement who is displaced as a result of a subcontract during the term of this Agreement shall be placed on a preferential hiring list and will be offered the first available opening in any of the remaining classifications of this Agreement in which the displaced employee is qualified to perform.

#### SECTION 19, WORK RULES

The parties recognize that the Metropolitan Exposition-Recreation Commission is directly responsible for carrying out the functions and services of its customers and the public. For this reason, it is generally 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 upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than ten (10) calendar days before the effective date of such rule or revision.



## SECTION 20, PROBATIONARY PERIOD

20.1 The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Employer's 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.

20.2 All new employees except ushers shall have a probationary period of thirty (30) shifts. This probationary period may be extended for up to an additional thirty (30) shifts of work upon mutual agreement between the employee, Union and Employer.

All ushers shall have a probationary period of fifty (50) shifts. This probationary period may be extended for up to an additional fifty (50) shifts of work upon mutual agreement between the employee, Union and Employer.

20.3 During the probationary period, an employee's employment may be terminated at any time and for any reason in the sole discretion of the Employer. Termination of the employment of a probationary period shall not be subject to the arbitration procedures provided in Article 9 of this Agreement; provided, however, that the employee may process his claims up through the second step of such grievance procedure with the Employer's response at the second step being considered final and binding upon the employee, the Employer and the Union.

## SECTION 21, LEAVES OF ABSENCE

21.1 Employees covered by this contract shall be eligible for an unpaid leave of absence for up to 30 calendar days, although a longer leave may be granted for good purpose in the sole discretion of the General Manager. No more than one such leave will be permitted during any calendar year. Among the factors which determine whether a personal leave will be allowed are:

- the reason for the request;
- the length of service;
- the employee's prior performance, disciplinary and attendance records;

- any previous leaves of absence (and the length/ purpose of such leaves);
- a sincere (and written) commitment to return to work immediately following expiration of the leave; and
- the effect of the employee's absence on the Employer's efficiency and operations.

A personal leave which has been granted for less than the maximum allowable period may be extended to the maximum, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate under the standards outlined above.

#### 21.2 Military Leaves.

A. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U. S. Coast Guard, the U. S. Public Health Service, or a National Guard component, may take a leave of absence for the length of the service. Military leaves for extended tours are without pay. Except as specifically required by applicable law, no benefits shall accrue during the period of the leave. An employee who does not request reinstatement according to the procedures and time limits specified by applicable law will be deemed a voluntary quit.

B. Employees who are ordered to or volunteer to attend annual military training may take an unpaid leave of absence for the length of the training. An employee who does not immediately report for work after being released from such duty (excluding normal travel time) will be subject to discipline, including termination.

21.3 Disability (Including Maternity and On-the-Job Injury) Leaves. All regular full-time employees are eligible for a disability leave of absence for up to six months for recovery from bona fide physically disabling illnesses or injuries. All disability leaves are conditioned upon the employee furnishing satisfactory medical proof of need within five calendar days of any absence. Disability leaves are valid for a maximum of six consecutive months and will only be extended in very unusual or emergency cases. Disability leaves will not be granted for more than 12 months in any consecutive 24-month period. Satisfactory medical proof must accompany the application (or any request for an extension) and will normally include a written statement from the treating physician clearly explaining why you will be unable to work, estimating the length of time you will need to recover and describing those conditions which make it physically impossible for you to do your regular job or some other job.

21.4 Rules Governing Employees on Leaves of Absence.  
Application Procedures and Special Conditions: All leaves of absence shall also be subject to the following conditions:

(1) It is an employee's responsibility to initiate all arrangements for a leave of absence (or any allowable extension of an existing leave) and to provide any required medical proof or other documentation. Except in very unusual or emergency situations, all requests must be submitted to the employee's supervisor in writing at least 30 calendar days prior to the proposed commencement of the leave (or any extension).

(2) An employee will be notified in writing when a request for a leave of absence (or extension) has been approved. An employee who misses work prior to that approval runs the risk that the request may be denied and the time missed counted against them under the attendance policy.

(3) Disability leaves are always granted for an estimated period of time. If the reason for the leave ceases to exist prior to the estimated expiration date, an employee is required to as soon as reasonably possible inform the Employer so that he/she can be returned to employment. For example, if an employee has been granted a six-week leave of absence to recover from childbirth or a broken leg, and if the treating physician determines that he/she can return to work after four weeks, the employee is required to inform the Employer immediately. An employee who knows or should have known that he/she was able (or released to) return to work and fails to do so for two consecutive workdays (or shifts) will be considered a voluntary quit.

(4) In the event there is any question of whether an employee should be granted a personal or medical leave of absence, and/or whether a physician's statement or return to work slip should be considered acceptable, it is the employee's responsibility to bring all relevant facts and documents to the Employer's attention.

(5) Employees on disability or personal leaves who request reinstatement within 60 calendar days of the commencement of the original leave will be reinstated to their original job. Employees who request reinstatement thereafter will be reinstated to their original job if it is available or, if not available, to any suitable job in the unit covered by this Agreement, provided that the requirements for obtaining and returning from the leave are satisfied. (If no positions are available, the employee will be placed on a preferential hiring list.) The Employer will attempt to accommodate employees who are released to return to

work under restrictions to the extent that positions are available for which they are qualified. An employee who is placed in some position other than his former job shall receive the normal compensation and benefits for the new position. An employee who refuses an offer of reinstatement or reemployment will be treated as a voluntary quit. (A job is "available" if the position exists, needs to be filled, and is not currently filled by any employee.)

(6) Except as expressly required by applicable law an employee who has not returned to work at the expiration of a leave and has not obtained an extension (where available) will be treated as a voluntary quit.

The parties to this Agreement agree to add an agreement relating to child birth/adoption leave consistent with the law once the new Oregon State law on this subject becomes effective.

#### SECTION 22, DRUG AND ALCOHOL POLICY

22.1 The following policy will be adhered to by all full-time and part-time employees:

A. Possessing, using, transferring, offering or being under the influence of any intoxicating liquor while on MERC property, MERC time or in other circumstances which might directly and adversely affect MERC operations or safety, including consuming alcohol immediately prior to reporting to work or during breaks or lunch periods will be cause for discipline, up to and including discharge.

B. Possessing, using, transferring, offering or being under the influence of any narcotic, hallucinatory, stimulant, sedative, narcotic or drug (except as authorized and prescribed by a physician) while on MERC property, MERC time or in other circumstances which might directly and adversely affect MERC operations or safety, including consuming such substances immediately prior to reporting to work or during breaks or lunch periods may be cause for discipline, up to and including discharge.

Exception: The use of medically prescribed or over-the-counter drugs during working hours is approved and an employee shall have no obligation to inform his or her supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing his or her job safely and adequately; for example, operating

mechanical equipment. An employee must inform his or her supervisor that he/she is taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day he or she uses the medication.

C. Where the MERC has reasonable cause to believe that an employee may have violated the prohibitions described above, he/she may be suspended immediately and/or be requested to submit to a drug and alcohol test.

22.2 When reasonable grounds exist to believe an employee is under the influence of alcohol or any drug or substance prohibited by this policy during working hours, or is otherwise in violation of this policy, the MERC will request permission to search that employee or any of his/her possessions. Such search may include the employee's locker, lunchbox, personal vehicle parked on MERC property, office, desk or any other MERC property. The Commission may also request an employee to submit to appropriate tests to confirm the existence of alcohol or prohibited drugs or other substances in his/her system, including urinalysis where it has reasonable cause to believe the employee may be under the influence or affected in any way by such alcohol or prohibited substances.

In the event any portion of the above policy conflicts with federal or state law, that portion of the policy shall conform in all respects to federal and state law.

#### SECTION 23, TERM AND CLOSURE

23.1 This Agreement shall be effective as of the date of execution, and shall remain in full force and effect until the first day of July 1993. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after such notice.

23.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term hereof.

23.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer; any such amendment must be in writing and signed by both parties.

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

IATSE LOCAL B-20

By Ted Cr

Date: \_\_\_\_\_

By Andrea K Rosenfeld

Date: 7/6/90

By Lufherkamp

Date: 7-20-90

By \_\_\_\_\_

Date: \_\_\_\_\_

6908I

EXHIBIT A

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is entered into between the Metropolitan Exposition-Recreation Commission, managers and operators of the Memorial Coliseum, Civic Stadium Complexes, the Arlene Schnitzer Concert Hall and the Portland Center for the Performing Arts facilities (hereafter referred to as the "Employer"), and Local B-20 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"), for the purpose of setting forth the parties' agreement with respect to grandfathering certain employees who were hired prior to July 1984 so that they are only required to work at the facility for which they were originally hired.

The following employees are only required to work at Civic Stadium and have the right to refuse any request to work at the Memorial Coliseum:

Civic Stadium

<u>Name</u>	<u>Position</u>
Almeter, John	Ticket Seller
Hunnicutt, Gretchen	Ticket Seller
Messinger, Ray	Gate Attendant
Spencer, Bob	Lead Gate Attendant
Tormey, Judy	Ticket Seller

The following employees are only required to work at the Memorial Coliseum and have the right to refuse any request to work at Civic Stadium:

Memorial Coliseum

<u>Name</u>	<u>Position</u>
Altishin, Rick	Lead Gate Attendant
Forness, Ed	Gate Attendant
Hanly, Jerry	Lead Usher
Hoyt, Don	Ticket Seller
Jenkinson, Richard	Gate Attendant
Kukla, Ruby	Ticket Seller
Lawrence, William	Gate Attendant
Richardson, Lynn	Gate Attendant
Smith, Hilton	Gate Attendant
Streiff, Robert	Gate Attendant

Sugura, Elise  
Taylor, Judy  
Thomas, David  
Thompson, Kay  
Wilmoth, Fred  
Zentner, Shirley

Ticket Seller  
Usher  
Ticket Seller  
Usher  
Ticket Seller  
Usher

This Side Letter of Agreement 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 B-20

By *Elise K*

Date \_\_\_\_\_

By *Andie K Rosfeld*

Date: *7/6/90*

By *Lutz Fehrenkamp*

Date *7-20-90*

By \_\_\_\_\_

Date: \_\_\_\_\_

6908I



EXHIBIT B

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is entered into between the Metropolitan Exposition-Recreation Commission, managers and operators of the Memorial Coliseum, Civic Stadium Complexes, the Arlene Schnitzer Concert Hall and the Portland Center for the Performing Arts facilities (hereinafter referred to as the "Employer"), and Local B-20 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"), for the purpose of setting forth the parties agreement with respect to assignment of certain employees who are working under the terms of the Local B-20 labor agreement prior to July 1, 1990.


The Employer agrees to make reasonable efforts to limit the assignment of the following employees (limited to 25) to the Portland Center for the Performing Arts facilities only provided, however, that it is recognized that on an as needed basis, the employees whose names appear below will be required to work other venues as needed.

1. Mary Callaghan
2. Frank McMillan
3. Thelma Estey
4. Arden Albertini
5. Betty McCallum
6. Lee Besand
7. Carol Williams
8. Jocelyn Dizon
9. Robert Hodge
10. Scott Harder
11. Pat Daniels
12. Tim Judge
13. Don Tuquero
14. James Edgren
15. Mary Lu Willis
16. Joyce Thrush
17. Donna Blando-Montanez
18. Mary Jo Button
19. Susan Cook
20. Janet Williams
21. Lisa Sarazin
22. Duane Dodgson
23. Greg Roth
24. Michael Rosenbaum
25. Verda Jackson

This Side Letter of Agreement 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 B-20

By   
Chairman

By 

Date \_\_\_\_\_

Date 7/16/90

By   
General Manager

By \_\_\_\_\_

Date 7-20-90

Date \_\_\_\_\_

6908I