

Metropolitan Exposition-Recreation Commission

Resolution 93-19

Authorizing the Chairman and Secretary/Treasurer to execute, on behalf of the Commission, a collective bargaining agreement with the International Alliance of Theatrical and Stage Employees and Movie Operators Local 28.

The Commission finds:

1. That the IATSE Local 28 Agreement expired June 30, 1993 and that the Union requested to open the Agreement for negotiations to amend the Agreement.
2. That Metro and MERC staff met with union representatives and negotiated changes to wage rates and language issues.
3. That negotiations were successfully concluded with a tentative agreement on wages and languages issues.
4. That the Union will ratify the Agreement on October 12, 1993.
5. That the term of the Agreement is from July 1, 1993 to June 30, 1996.

BE IT THEREFORE RESOLVED that the tentative agreement between MERC, Metro and IATSE Local 28 in the form of which a copy is attached to this Resolution, be hereby approved and the Chairman and Secretary/Treasurer are authorized to execute the Agreement on behalf of the Commission.

Passed by the Commission on October 13, 1993.


Chairman


Secretary/Treasurer

Approved as to Form
Daniel B. Cooper, General Counsel


Mark B. Williams
Senior Assistant Counsel

EXHIBIT A
FOR THE THREE YEAR TERM OF THE CONTRACT

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.

RIGGING SCALE:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$21.05	\$10.53
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$31.58	\$15.79
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$42.10	\$21.05

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$21.81	\$10.91
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$32.72	\$16.36
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$43.62	\$21.81

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$22.60	\$11.30
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$33.90	\$16.95
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$45.20	\$22.60

GROUND RIGGER:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.01	\$8.01
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.02	\$12.01
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$32.02	\$16.01

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.59	\$8.30
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.89	\$12.45
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.18	\$16.59

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$17.19	\$8.60
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.79	\$12.90
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.38	\$17.19

TRUCK LOADERS:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$17.23	\$8.62
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.85	\$12.93
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.46	\$17.23

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$17.85	\$8.93
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$26.78	\$13.39
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$35.70	\$17.85

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.49	\$9.25
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$27.74	\$13.87
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.98	\$18.49

CREW COORDINATOR:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.15	\$8.08
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.23	\$12.12
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$32.30	\$16.15

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.73	\$8.37
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.10	\$12.55
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.46	\$16.73

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$17.33	\$8.67
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$26.00	\$13.00
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.66	\$17.33

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

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.38	\$7.69
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.07	\$11.54
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$30.76	\$15.38

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.93	\$7.97
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.90	\$11.95
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$31.86	\$15.93

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.50	\$8.25
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.75	\$12.38
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.00	\$16.50

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.29	\$9.15
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$27.44	\$13.72
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.58	\$18.29

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.95	\$9.48
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$28.43	\$14.22
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$37.90	\$18.95

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$19.63	\$9.82
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$29.45	\$14.73
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$39.26	\$19.63

EXTRA MEN: Grips, Flyman, Electricians, Property Men, and Soundmen

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$13.21	\$6.61
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$19.82	\$9.91
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$26.42	\$13.21

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$13.69	\$6.85
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$20.54	\$10.27
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$27.38	\$13.69

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$14.18	\$7.09
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$21.27	\$10.64
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$28.36	\$14.18

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.70	\$7.85
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.55	\$11.78
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$31.40	\$15.70

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.27	\$8.14
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.41	\$12.21
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$32.54	\$16.27

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.86	\$8.43
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.29	\$12.65
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.72	\$16.86

SECOND SOUND MEN, BOARD MEN & FRONTLIGHT MEN: Limited to actual operation of equipment during shows or minimum call

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$13.62	\$6.81
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$20.43	\$10.22
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$27.24	\$13.62

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$14.11	\$7.06
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$21.17	\$10.59
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$28.22	\$14.11

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$14.62	\$7.31
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$21.93	\$10.97
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$29.24	\$14.62

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.18	\$8.09
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.27	\$12.14
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$32.36	\$16.18

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.76	\$8.38
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.14	\$12.57
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.52	\$16.76

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$17.36	\$8.68
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$26.04	\$13.02
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.72	\$17.36

ARENA OR THEATRE ROCK OR COUNTRY WESTERN SHOWS which are extremely loud. Extremely loud shall be defined as sound of 112 decibels which occurs for 25 percent or more of the show as measured from the employee's work location.

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$17.44	\$8.72
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$26.16	\$13.08
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.88	\$17.44

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.07	\$9.04
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$27.11	\$13.56
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.14	\$18.07

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.72	\$9.36
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$28.08	\$14.04
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$37.44	\$18.72

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$20.71	\$10.36
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$31.07	\$15.54
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$41.42	\$20.71

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$21.46	\$10.73
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$32.19	\$16.10
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$42.92	\$21.46

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$22.23	\$11.12
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$33.35	\$16.68
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$44.46	\$22.23

MOVING PICTURE OPERATORS:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.38	\$7.69
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.07	\$11.54
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$30.76	\$15.38

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.93	\$7.97
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.90	\$11.95
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$31.86	\$15.93

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.50	\$8.25
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.75	\$12.38
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.00	\$16.50

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.29	\$9.15
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$27.44	\$13.72
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.58	\$18.29

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.95	\$9.48
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$28.43	\$14.22
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$37.90	\$18.95

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$19.63	\$9.82
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$29.45	\$14.73
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$39.26	\$19.63

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

DEPARTMENT HEAD (WARDROBE):

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.38	\$7.69
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.07	\$11.54
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$30.76	\$15.38

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.93	\$7.97
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.90	\$11.95
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$31.86	\$15.93

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.50	\$8.25
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.75	\$12.38
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.00	\$16.50

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.29	\$9.15
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$27.44	\$13.72
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.58	\$18.29

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$18.95	\$9.48
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$28.43	\$14.22
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$37.90	\$18.95

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$19.63	\$9.82
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$29.45	\$14.73
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$39.26	\$19.63

DRESSERS (WARDROBE):

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$13.21	\$6.61
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$19.82	\$9.91
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$26.42	\$13.21

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$13.69	\$6.85
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$20.54	\$10.27
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$27.38	\$13.69

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$14.18	\$7.09
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$21.27	\$10.64
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$28.36	\$14.18

RECORDING RATES:

July 1, 1993	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$15.70	\$7.85
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$23.55	\$11.78
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$31.40	\$15.70

July 1, 1994	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.27	\$8.14
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$24.41	\$12.21
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$32.54	\$16.27

July 1, 1995	Per Hour	Per Half Hour
Per Regular Straight Time Hour between 8:00 A.M. and 12:00 Midnight	\$16.86	\$8.43
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.29	\$12.65
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$33.72	\$16.86

THE METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

IATSE LOCAL 28 (ADDENDUM)

[February 27, 1990]

July 1, 1993

ADDENDUM

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

ARTICLE I
SCOPE OF AGREEMENT

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

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

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

ARTICLE II
RECOGNITION

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

ARTICLE III
LABOR-MANAGEMENT CONSULTATION

The parties recognize that the delivery of professional stage services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. In that the Portland Center for the Performing Arts is a new facility and maximum productivity and innovation are recognized to be a mutual obligation of both parties within their respective roles and responsibilities, the parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of Union and management representatives and shall meet at mutually convenient times to discuss means of increasing the effectiveness of stage work, developing operational procedures, identifying cost-effective staffing arrangements and dealing with operational innovations. These meetings shall take place no less than two (2) times per year for a sufficient amount of time to address the concerns of both parties.

ARTICLE IV
SAFETY

The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with all applicable federal, state and local laws pertaining to health and safety. In situations that are in the direct control and responsibility of the Employer, the Employer shall respond promptly to alleged unsafe conditions brought to its attention by a department head. The Joint Labor-Management Committee shall also serve as a safety committee and shall be responsible for discussing safety issues of mutual concern and making recommendations to the manager of the Portland Center for the Performing Arts regarding safety issues pertaining to stagehands.

ARTICLE V
WAIVER AND SEPARABILITY

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

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

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

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

ARTICLE VI **REPRESENTATIVES OF BOTH PARTIES**

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

ARTICLE VII **GENERAL CONDITIONS**

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

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

below.

7.3 When additional personnel are required and need to be scheduled to perform work covered under this Addendum, the Metropolitan Exposition-Recreation Commission, through its representative as defined in Article VI and Section 8.1.7, agrees to notify the business agent of the Union, either in writing, in person, by telephone, or by providing a copy of the stage call schedule, stating the location, starting time, approximate duration of the job, the classification of work to be performed, and the names and/or numbers of employees required to fill the call. The Employer shall attempt to provide such notice at least twenty-four (24) hours in advance of the time at which the work is to begin, except in the case of event cancellations or rescheduling. The Union shall then immediately notify the Employer of its ability or inability to provide the sufficient qualified personnel; and the Union shall refer for the Employer's consideration names of persons to perform the work scheduled by the Employer. Should the Union be unable to provide necessary personnel to perform the work scheduled by the Employer, then the Employer may utilize any other source and organization to provide such employees. When the Union is unable to provide personnel to perform the work scheduled by the Employer, and the Employer makes its own arrangements to supply such personnel, the Employer shall not be obligated to make the Health and Welfare contribution.

7.4 In all situations of employment, the Union shall provide necessary personnel that possess the level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer and/or any third parties utilizing such employees. The Union shall be responsible for providing ongoing training and education for all employees covered by this Addendum. The Metropolitan Exposition-Recreation Commission, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.

7.5 The Employer retains the right to reject any job applicant referred by the Union. The Employer shall have the right to request by name, select and schedule any job applicant from the Union. Scheduling will be based upon job seniority, qualifications, and availability. The number of part-time stagehands called for work, the call time and the utilization and/or assignment of employees for particular tasks shall be determined by consensus of the Union representative and the Employer's representative or their designee(s). The decision shall be based on information provided by the Presenter or his representative and any other information sources which may be available to the Union and/or the Metropolitan Exposition-Recreation Commission and through its representatives as defined in Article VI. If no consensus can be reached, the ultimate decision shall be made by the Metropolitan Exposition-Recreation Commission.

7.6 The Employer, in all situations of employment, shall be responsible

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

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

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

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

7.4 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 Addendum. It is further agreed that the Metropolitan Exposition-Recreation Commission shall determine minimum staffing needs which shall apply to all presenters utilizing the facilities of the Metropolitan Exposition-Recreation Commission.

ARTICLE VIII WORK JURISDICTION AND RESPONSIBILITIES

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

8.1.1 There shall be three (3) production departments that cover the working jurisdiction and responsibilities of the Union in the Intermediate Theatre. These departments are to be known as the (1) Carpentry, (2) Electric and (3) Sound Departments.

8.1.2 Each of the three (3) specified production departments shall have a department head with the exception of the Carpentry Department, which shall have a Head Flyman and an Head Property Man if warranted by the nature of the job duties and responsibilities. The department head shall be responsible for all personnel working within the department, facilities and jurisdictional rights of the particular

department. The necessity of any additional heads shall be determined by consensus of the Union representative and the Employer's representative or their designee(s), as stated in Section 7.5. Under no circumstances shall an employee being compensated at the Grip rate be expected to perform head of department duties.

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

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

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

department shall include the following: Head Sound Engineer, Sound Engineers, Sound Technicians.

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

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

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

8.1.8 The Employer shall determine the specific job assignments of all individuals provided by or through the Union. The Employer and the Union further recognize and agree that all employees, including department heads and part-time stagehands, may be assigned to work in all areas if qualified, may be required to rotate positions from time to time, and be assigned to perform work as required or as needed without regard to departmental distinction. It is further understood that an employee shall not be expected to perform head of department duties in more than one department at any one time. A head of department may perform tasks in other areas without regard to departmental distinction; however, it is understood that these tasks shall not interfere with the safe and workmanlike execution of his primary responsibilities to the Employer as a head of department.

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

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

ARTICLE IX

[PART-TIME, TEMPORARY STAGE PERSONNEL] STAGEHANDS

9.1 Conditions of Regular Time

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

9.2 Conditions of Overtime

9.2.1 When ~~[part-time, temporary stage personnel]~~ stagehands are engaged for work calls on an hourly basis during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be one and one-half (1-1/2) times the regular hourly rate. The hourly wage rate shall revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 9.3.7.

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

9.2.3 When ~~[part-time, temporary stage personnel]~~ stagehands are engaged for any work call on a holiday during the twenty-four (24) hour period constituting a holiday (12 midnight to 12 midnight), the employee shall be compensated at one-half (1-1/2) times his regular hourly rate. Holidays for purposes of this Agreement are New Years Day (January 1) Martin Luther King, Jr. Day (third Monday in January), Memorial Day (last Monday in May), Fourth of July (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

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

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

employees in a manner that limits or avoids all overtime.

9.3 Conditions of Wage Policy

9.3.1 Minimum calls shall be four (4) hours pay at the rate applicable to the time of day the four (4) hour call falls within, except that no rate other than the regular base rate shall be paid on minimum calls unless ~~[part-time temporary stage personnel]~~ stagehands are actually working during the Premium time.

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

9.3.3 In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article or Addendum.

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

9.3.5 ~~[Part-time stage personnel]~~ Stagehands shall be allowed an uninterrupted rest period of ten (10) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as nearly as possible to the midpoint of the work period. Where the nature of the work allows the employees to take unscheduled rest periods as needed, scheduled rest periods are not required.

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

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

9.4 Meal Period Breaks During Employment

9.4.1 All stagehands ~~[personnel]~~ covered by this Addendum shall have an unpaid meal period of at least thirty (30) minutes duration no later than the end of the fifth continuous hour of work. ~~[which shall exclude strike after a performance unless the strike takes three (3) hours or longer.]~~ Pre-call through performance and load-out can be up to six (6) hours without invoking the meal penalty. Meal periods may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the

work is done in a safe workman-like manner. If such employees [personnel] are to be worked and/or have worked eight (8) or more hours, the second meal period must be of at least one (1) hour duration (unless the first meal period was for one (1) hour or more, in which case the second meal period may be for thirty (30) minutes) no later than the end of the fifth consecutive hour of work after the first meal period.

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

9.4.3 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period penalty, may provide an adequate meal for all employees and at least thirty (30) minutes to consume the meal. Employees shall receive continuous pay during the thirty (30) minute meal period. An adequate meal is defined as cold sandwiches and drinks, deli trays or a hot meal depending on the hour of the day.

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

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

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

9.7 Wardrobe. All employees engaged in maintaining, cleaning, drying,

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

9.8 Motion Picture Operators. All employees working with apparatus and connections appertaining thereto in locations where moving pictures are exhibited and shall be governed under the Temporary Heads of Department rate in Article X - Wages. Such employees may be assigned to other departments to complete a minimum work call or for work in addition to a minimum work call. The wage rate for motion picture operators shall only apply during the performance of work described in this section or the minimum work call, whichever is less.

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

ARTICLE X WAGES

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

~~[Effective Date of Ratification to June 30, 1990]~~

EFFECTIVE JULY 1, 1993 TO JUNE 30, 1994

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

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$13.60	\$6.80
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$20.40	\$10.20

Recording Rates

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$15.55	\$7.78
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$23.33	\$11.67

[Temporary Stage Personnel] Stagehands in the Wardrobe Departments

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$7.69	\$3.85
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$11.54	\$5.77

Recording Rates

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$8.42	\$4.21
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$12.63	\$6.32

[Temporary Stage Personnel] Stagehands in the Carpentry, Electric and Sound Departments (Grips and Spot Operators)

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$10.64	\$5.32
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$15.96	\$7.98

Recording Rates

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$13.57	\$6.79
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$20.36	\$10.18

Riggers

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$13.60	\$6.80
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$20.40	\$10.20

Recording Rates

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$15.55	\$7.78
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$23.33	\$11.67

Truck Loaders

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$13.60	\$6.80
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$20.40	\$10.20

Recording Rates

July 1, 1993	Per Hour	Per Half Hour
Per regular straight-time	\$15.55	\$7.78
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$23.33	\$11.67

EFFECTIVE JULY 1, 1994 TO JUNE 30, 1995

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

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$14.42	\$7.21
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$21.63	\$10.82

Recording Rates

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$16.33	\$8.17
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$24.50	\$12.25

[Temporary Stage Personnel] Stagehands in the Wardrobe Departments

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$8.07	\$4.04
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$12.11	\$6.06

Recording Rates

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$8.84	\$4.42
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$13.26	\$6.63

[Temporary Stage Personnel] Stagehands in the Carpentry, Electric and Sound Departments (Grips and Spot Operators)

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$12.32	\$6.16
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$18.48	\$9.24

Recording Rates

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$14.25	\$7.13
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$21.38	\$10.69

Riggers

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$14.42	\$7.21
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$21.63	\$10.82

Recording Rates

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$16.33	\$8.17
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$24.50	\$12.25

Truck Loaders

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$14.42	\$7.21
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$21.63	\$10.82

Recording Rates

July 1, 1994	Per Hour	Per Half Hour
Per regular straight-time	\$16.33	\$8.17
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$24.50	\$12.25

EFFECTIVE JULY 1, 1995 TO JUNE 30, 1996

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

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$15.29	\$7.65
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$22.94	\$11.47

Recording Rates

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$17.31	\$8.66
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$25.97	\$12.99

Temporary Stage Personnel Stagehands in the Wardrobe Departments

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$8.55	\$4.28
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$12.83	\$6.42

Recording Rates

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$9.37	\$4.69
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$14.06	\$7.03

Temporary Stage Personnel Stagehands in the Carpentry, Electric and Sound Departments (Grips and Spot Operators)

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$12.76	\$6.38
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$19.14	\$9.57

Recording Rates

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$15.11	\$7.56
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$22.67	\$11.34

Riggers

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$15.29	\$7.65
After 8 regular straight time hours per day or 40 regular straight time hours per workweek; or between the hours of 12 midnight and 8:00 A.M.	\$22.94	\$11.47

Recording Rates

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$17.31	\$8.66
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$25.97	\$12.99

Truck Loaders

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$15.29	\$7.65
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$22.94	\$11.47

Recording Rates

July 1, 1995	Per Hour	Per Half Hour
Per regular straight-time	\$17.31	\$8.66
After 8 regular straight time hours per day or 40 regular straight time hours per workweek, or between the hours of 12 midnight and 8:00 A.M.	\$25.97	\$12.99

ARTICLE XI
RECORDING - VIDEO AND AUDIO

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

11.2 The recording rate shall be listed in Article X - Wages.

11.3 When ~~[personnel]~~ ~~stagehands~~ 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]~~ ~~employees~~ covered under this agreement unless requested by the Employer.

11.4 The aforementioned provisions and conditions contained within this article shall not apply to: a) the taking of film, videotape and/or radio footage for news purposes; b) Employer activities to promote itself or its activities or to sell tickets to presentations; c) all events or activities presented by nonprofit (as defined by Section 501(c) of the Internal Revenue Code performing, visual, civic, social, religious or educational organizations or institutions.

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

11.6 Conditions applicable to Section 11.1 shall not apply to the recording and/or transmission of audio for radio broadcast on public radio, nor to the transmission of audio and video for public television (excluding cable), of any concert and/or production sponsored by such organizations; nor to the recording of performances or rehearsals on audio or videotapes for archival or study purposes.

ARTICLE XII
TERM AND TERMINATION

12.1 Term This Addendum shall be effective ~~[as of the date of ratification]~~ ~~July 1, 1993~~, and shall remain in full force and effect until the 30th day of June, 1996[2]. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Addendum for any reason. In the event that such notice is given, negotiations

shall begin no later than thirty (30) days after said notice.

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

12.3 Amendment. The Addendum expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Addendum may be amended at any time by mutual Agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

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

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

IATSE LOCAL 28

By: _____

By: _____

By: _____

METRO

By: _____

THIS AGREEMENT is made and entered into this 1st day of July, 1993, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as the "Employer"), METRO, 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 (hereinafter referred to as the "Union").

WITNESSETH

Purposes

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

ARTICLE I

Union Recognition and Hiring

1.1 The Employer 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 or shall become fair share payers pursuant to 1.1(a). 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 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 employees covered by this Agreement, so long as only general house lights are utilized, and the sound reinforcement system, computerized lighting board or any house curtains are not utilized. [~~This Agreement shall not apply to the Oregon Convention Center unless such work is specifically assigned by the Employer.~~]

1.1(a). The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law. The employer shall deduct a fair share fee or payment in-lieu-of-dues from the paycheck of each bargaining unit member covered by this contract who is not a member of Local 28. The amount will be designated by Local 28, but in no event will it exceed an amount equal to the full dues and initiation fees paid by Local 28 members. Local 28 shall utilize such payments in

accordance with the requirements of state and federal law. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.

1.1(b). The union agrees that it will indemnify, defend and save Metro and MetroERC harmless from all suits, actions, proceedings, and claims against Metro and/or MetroERC, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's and/or MetroERC's implementation of this Article if the employer gives reasonable notice to the union. The employer agrees that the union may designate counsel of its choice to represent the employer in the defense of these claims.

1.2 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, sexual orientation, 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) The parties agree that the employer is responsible for hiring stagehands. The parties also agree that the union has expertise in the areas covered by this agreement. The parties agree to work together to maintain the high level standards currently in place.

1.3 (b) The employer shall develop and maintain a list of qualified stagehands to perform the work covered by this agreement. Applicants will be screened by a joint union-management screening panel. The employer may remove names from the list of stagehands at regular intervals, if those employees have not performed any stagehand work for a period of time. However, the union may advise the employer in writing of a leave without pay request for a stagehand which will allow the stagehand to remain on the list. ~~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, 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 and crew coordinators needed for a call will be by the Union. ~~[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 will give the employer a list of the selected employees at least twelve (12) hours before an event to fill the call as best known at that time. If the employer cannot give the required twenty-four hour notice to the union, the union shall not be bound to provide a list within the required twelve hour limit. It is understood that stagehands will be provided for calls as available.~~ The Union shall ~~[then immediately]~~ notify the Employer of its ~~[ability or]~~ inability to provide the 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]~~ ~~employer~~ shall be responsible for providing

ongoing training and education for all employees, except apprentices, 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.]~~ two employer representatives on the Joint Apprenticeship Training Council (JATC) will join with the union to advocate employer contributions for training from all employer representatives on the JATC. The employer agrees to recommend employer contributions to the Commission.

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 agreement 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. The portable stage at the Stadium will be set up by MERC full-time or part-time employees. If MERC determines to use other than MERC employees, the union will get the first opportunity to fill the call. 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 the 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 employee 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, and 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, or the 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. If operation of the Memorial Coliseum reverts back to Metro/Metro ERC, this Agreement will cover work done in that building, except for meeting rooms, exhibition spaces and MERC meetings or other MERC in-house activities so long as only general house lights are utilized, and the sound reinforcement system, computerized lighting board or any house curtains are not utilized.

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 times.

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. No employee will work two (2) separate events per day unless there is prior Employer approval, if working the separate events would result in overtime.

3.2 (d) In the event the Employer's work schedule requires around-the-clock, continual work within any one production, or other extraordinary effort which may affect the health, well-being, and/or safety of the Employees, it is agreed that the Employer may request the union to provide an auxiliary, "night" crew. The union will make a reasonable effort to provide the auxiliary "night" crew as requested, unless the User requests otherwise. Work performed by such a separate crew shall be subject to recognized minimum calls, and in most instances, such work will fall within or include the period between 12:00 midnight and 8:00 a.m.. It is agreed that the Employer's primary intent in the use of separate crews is not to avoid payment of higher rates, and that such use shall not continue beyond the said production.

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 hour (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. Pre-call through performance and load-out can be up to six (6) hours without invoking the meal penalty. [~~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. An 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., and 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 stagehands, minimum pay shall be two (2) hours pay at Head of Department regular straight time rate of pay.]~~

3.[9]8.1 When stagehands 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]8.2 When stagehands 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[9] When stagehands 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 3.10[4].1.

3.10[4] 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 stagehands 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.

3.10[4].1 When stagehands 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 rate shall revert back to the regular straight time hourly rate at 8:00 a.m., except as modified by Section 3.3.

3.10[4].2 When stagehands 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] applicable hourly rate.

3.11[2] 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 stagehand 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 the 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 [~~of 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.]~~

7.6[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.

7.7[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.

7.8[9] The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

7.9[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. At least one IATSE Local 28 appointee shall be on the safety committee at the Portland Center for the Performing Arts.

8.4.1 Light Duty: When there is a compensable on-the-job injury and the stagehand is released for light duty by a physician, Risk Management will meet with the union business agent and a management representative to determine a suitable and available light duty assignment.

8.5 Management Rights: The Employer retains all customary, usual and exclusive rights, decision-making, 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 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 the contract.]~~ The length of the apprenticeship period shall be as determined by the Joint Apprenticeship Training Committee.

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]~~ ten percent (10%) below the Grip rate, except for year one of the agreement where the rate of pay shall be \$10.64 per hour effective July 1, 1993 through June 30, 1994.

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]~~ five percent (5%) below the Grip rate.

9.3 When apprentices and new hires 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;]~~ Riggers, Ground Riggers, Truck Loaders, Spot Operators, Second Board Operators (sound or light boards) and Motion Picture Operators, they will be paid at regular rates and not at the lower rates in 9.2.1 and 9.2.2 above;

notwithstanding any other provision of this Agreement to the contrary, assignment of apprentices or new hires [to department head duties] in any of the above positions shall require prior notice to the Employer and shall be by mutual agreement only.

9.4 [Except as described below in Section 9.5, u] Upon completion of Local 28's IATSE Joint Apprenticeship Training Committee 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 Beard 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 included 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 stagehands 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 recording pay scales shall be paid for actual recording time.~~ 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;~~ **c) [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 except **local public access cable television within the tri-county area, and Clark County in Washington State**), 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

Crew Coordinator

It is understood and agreed that the position of Crew Coordinator shall be in the bargaining unit. Those stagehands who are eligible to perform the duties listed below shall be selected by the employer from a list mutually developed by the parties. Crew Coordinators will be assigned at the Employer's discretion.

Crew Coordinators shall be paid in accordance with Exhibit A of this agreement.

When the employer exercises its discretion to assign Crew Coordinator duties, such duties will be in addition to the normal Department Head responsibilities. If such additional duties interfere with the Crew Coordinator's ability to complete their Department Head responsibilities, the Employer will be notified and by mutual consent will determine if an additional stagehand should be added to the call. However, the occasional performance of a few of these duties does not qualify a Department Head

for pay as a crew coordinator.

The duties of the Crew Coordinator shall be as follows:

(a) Shall report to the employer any unsafe or hazardous condition made known to the Crew Coordinator. If an unsafe work condition occurs, the Crew Coordinator has the authority to protect any stagehand from such unsafe conditions. Any such action shall be reported immediately to the designated supervisor.

(b) If an on-the-job injury is reported to the Crew Coordinator, the Crew Coordinator shall have the injured stagehand complete the necessary Risk Management forms and report any injuries to the designated supervisor immediately. The employer shall train the Crew Coordinator in this duty.

(c) Shall check the list of stagehands referred and keep a daily record of time worked by each stagehand on the job, and the rate, and position occupied by each stagehand, and shall submit the payroll to the employer.

(d) Shall submit a bill for labor services rendered on behalf of each stagehand on the job per day and per event, and shall submit the original paperwork for settlement purposes to the employer.

(e) Shall, if necessary, initiate payroll/settlement process by utilizing the KRONOS time keeping system, such as input of initial crew call, directing check-in and check-out of timecards, and changing the system which may be due to daily call or estimation of final call.

(f) Shall keep the official "time" for the event, including call times, meal periods, overtime periods and other coordination of time for the event.

(g) At the beginning of the call, the Crew Coordinator shall check and agree upon the correct time, schedule and need for stagehands.

(h) Shall work directly with representatives of the user group which has rented the facility to coordinate backstage-related details and requirements of the event from the load-in through the load-out. The Crew Coordinator shall contact the designated supervisor if any problems occur that cannot be resolved.

ARTICLE XIII

Effective Date, Duration and Modification

13[2].1 When executed by the parties hereto, the terms of this Agreement shall become effective as of July 1, 1993 [~~July 1, 1990,~~] and shall remain in full force until and including June 30, 1996[3] and thereafter as provided in this Article.

13[2].2 Any party hereto desiring termination, modification, or change in this Agreement to take effect subsequent to June 30, 1996[3], 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 _____ day of _____, 1993[0].

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

IATSE LOCAL 28

By: _____

By: _____

By: _____

By: _____

METRO:

By: _____

By: _____

MERC STAFF REPORT

Agenda Item:

CONSIDERATION OF RESOLUTION TO RATIFY IATSE LOCAL 28 TENTATIVE AGREEMENT

Resolution No. 93-19

Date: October 13, 1993

Presented by: Paula Paris

BACKGROUND: The International Alliance of Theatrical Stage Employees Local 28 represents Stagehands in MERC facilities excluding OCC.

The previous Agreement expired June 30, 1993 and provided that either the Commission or the Union could open the Agreement for negotiations. The Union requested to open negotiations for a successor Agreement and negotiations began last May. Metro Personnel staff and MERC management staff has bargained with Union representatives and has successfully reached a tentative agreement. The Union's ratification vote on the tentative agreement will be taken on October 12th.

The major elements of the tentative agreement are as follows:

* **Term of Agreement: July 1, 1993 to June 30, 1996.**

* **Wages/Insurance:**

* 3.6% increase to wage rates in each year of the Master Agreement. Recording Rates had been frozen for the last three years under the old Agreement. Those rates will increase 5% yr. 1 and 3.6% for yrs. 2 and 3.

* The Agreement Addendum for the Intermediate Theater, increases Department Heads, Loaders, and Operators increase by 4% year 1, 6% year 2, and 6% year 3. All other wage rates increase by 4% year 1, 5% year 2, and 6% year 3. These increases attempt to recognize rates in the Master Agreement with the other venues, yet retain recognition for cost containment for the smaller user groups.

* Freeze MERC's current insurance contribution at 7% of gross wages earned by each Stagehand for the life of the Agreement.

* **Language Changes:**

* Modify the union security clause to ensure it is lawful under Oregon law.

* Affirm that MERC is responsible for hiring Stagehands and includes participation with the Union in the recruitment, selection and retention of Stagehands.

* The Union will make a reasonable effort to provide an auxiliary crew, when requested by MERC when there's a production that requires round the clock work and such effort may affect employee safety and health.

* No employee will work 2 separate events per day unless there is prior management approval, if working the separate event would result in overtime.

* MERC, Risk Management, and the Union will meet together to establish a suitable and available light duty assignment for an employee released to work after sustaining a compensable on the job injury.

* Stagehands assigned to record a production will be paid only for actual recording time.

* Recording rates will not apply to local public access cable television in the tri-county area and Clark County, Washington.

* Formally establish Crew Coordinator and responsibilities and a 5% pay premium for being assigned at the discretion of MERC management.

FISCAL IMPACT: The cost of the tentative agreement is included in the personal services budget approved by the Commission and adopted by the Metro Council for FY 1993-94.

RECOMMENDATION: In view of the fact that the tentative agreement reached is within the budget resources available, the "closed shop language" was eliminated, and MERC gained additional improvements to its ability to manage its employees, it is recommended that the Commission ratify the tentative agreement and authorize the Chairman and Secretary/Treasurer to sign the Agreement.