

Metropolitan Exposition-Recreation Commission

Resolution No. 94-46

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, Local B-20.

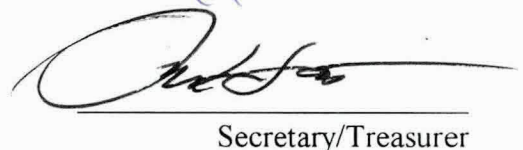
The Commission finds:

1. That the IATSE Local B-20 Agreement expired June 30, 1994 and that the Union requested to open the Agreement for successor negotiations.
2. That Metro Personnel staff met with union representatives and negotiated changes to wage rates and selected language.
3. That negotiations were successfully concluded with a tentative agreement.
4. That the Union has ratified the tentative agreement.
5. That the term of the Agreement is from July 1, 1994 to June 30, 1998.


BE IT THEREFORE RESOLVED that the tentative agreement between Metro ERC and IATSE Local B-20 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 August 10, 1994.


Chairman


Secretary/Treasurer

Approved at to Form
Daniel B. Cooper, General Counsel


Mark B. Williams
Senior Assistant Counsel

MERC STAFF REPORT

Agenda/Item Issue: **CONSIDERATION OF RESOLUTION TO RATIFY IATSE LOCAL B-20 TENTATIVE AGREEMENT**

Resolution No. 94-46

Date: August 10, 1994

Presented by: Paula Paris

BACKGROUND: The International Alliance of Theatrical Stage Employees Local B-20 represents part-time employees who are Ticket Sellers, Ushers and Gate Attendants at public events in selected MERC facilities.

The previous Agreement expired June 30, 1994. It provided that either the Commission or the Union could open the Agreement for negotiations. The Union requested negotiations for a successor Agreement. Metro Personnel staff met with union representatives and successfully reached tentative agreement. The Union has ratified the tentative Agreement.

The tentative agreement is as follows:

* Wages: The overall annual increases to this pay plan have stayed within the 3.6% increases already given to non-represented employees and to other represented employees through ratification of other Union contracts:

- * July 1, 1994 - Overall 3.657% increase.
- * July 1, 1995 - Overall 3.528% increase.
- * July 1, 1996 - Overall 3.505% increase.
- * July 1, 1997 - Overall 3.561% increase.

* In the previous contract, MetroERC agreed to bargain in good faith on the two tiered wage structure currently in the Agreement. The newly negotiated pay structure now eliminates the two-tiered wage structure and merges the pre-7/87 hires and the post-7/87 hires into one wage rate for each class by the last year of the contract, July 1, 1997. Variations of increase in specific classes range from .344% to 10.725% depending on pre-7/87 or post-7/87 hires dates.

* Language Changes:

Section 1 - Recognition: Requires the Union to reopen after one full year to discuss the sole issue of recognition at Expo. Clarifies probationary period as 40 shifts for all classes.

Section 2 - Union Membership-Dues Checkoff; Allows employees to pay Union dues twice-monthly rather than all taken out of one paycheck each month.

Section 3 - Labor-Management Consultation; Allows Union members to participate in MERC Safety Committee meetings. Decreases training classes from 3 hour minimum pay to 2 hour minimum pay.

Section 4 - Work Jurisdiction and Responsibilities; Redefines the work unit as the Admissions Unit, eliminates specific job duties and allows for Employer discretion in assigning duties, and adds ticket-taking responsibilities to ushers at the Intermediate Theatre only.

Section 5 - Hiring; Adds non-discrimination policy statement for Union and Employer.

Section 6 - Employer-Union Relations and Work Rules; Changes time frame for Employer notification of change in work rules to Union from 10 days to 15 days.

Section 9 - Wages; Allows Employer to recoup any overpayment of salary to employees through automatic payroll deduction. If error in employee paycheck, allows employee to receive corrected paycheck within 24 hours.

Section 10 - Scheduling; Significant changes in language allows Employer to go to immediate pre-dismissal if an employee is "no call, no show" on three occasions within a fiscal year, allows employees to indicate when they are not available to work but other jobs are not considered good cause for purposes of changing and employees work schedule, allows for any unauthorized changes to an employee's schedule will result in disciplinary action, allows employees to fill in for each other only as authorized and only six times per fiscal year, allows Employer to fill multiple-venue calls with other labor sources if there is not a sufficient number of bargaining unit employees available and the Employer has made reasonable attempts to fill the call with bargaining unit employees.

Section 11 - No interruption of Work - Settlement of Contract Disputes Procedure; Adds the General Manager to the grievance procedure and standardizes all timelines to ten days.

Section 12 - Retirement System; Allows the Union to reopen this section only if the Commission determines to make health and dental insurances available to part-time employees.

Section 13 - Straight Shift and Fractions; Clarifies inclusion of Box Offices with the Intermediate Theatre for 3 hour minimum call rather than 4 hours. Clarifies that employees cannot volunteer their services unless they are significantly different than those normally performed as paid duties per the federal Fair Labor Standards Act (FLSA).

Section 20 - Probationary Period; Clarifies 40 shifts for probationary period for all classes.

Section 21 - Leaves of Absence; Clarifies leaves consistent with MERC Personnel Policies and federal and state law.

Memo of Understanding - Establishes a labor/management Training Sub-Committee to produce a viable, cost-effective, mutually beneficial training program for employees in the bargaining unit, with a completion date of October 15, 1994.

Term of Agreement: July 1, 1994 to June 30, 1998.

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. Increases for the last three fiscal years will have to be included in the MERC proposed budgets as the Commission has done with other collective bargaining contracts.

RECOMMENDATION: In view of the fact that the tentative agreement reached is within the budgeted resources available for FY 94-95, because there are significant improved changes and clarifications in the contract language, and because the Union has appropriately ratified the tentative agreement, it is recommended that the Commission ratify the tentative agreement and authorize the Chairman and Secretary/Treasurer to sign the Agreement.



METRO

TO: Denise Peterson
MERC Administration

FROM: *Megan* Megan Algots
Personnel Assistant

DATE: September 29, 1994

RE: corrected B-20 contract

Enclosed, please find the corrected copy of the IATSE, Local B-20 1994-98 contract.

Please **DISCARD ANY AND ALL** previous copies of the 1994-98 contract you may have and replace it with this copy.

Thank you.

RECEIVED

SEP 30 1994

TIME: 8:00 A.M.
METROPOLITAN EXPOSITION
RECREATION COMMISSION

COLLECTIVE BARGAINING AGREEMENT

**Metropolitan Exposition-Recreation Commission and Theatrical Employees Union
Local B-20, International Alliance of Theatrical Stage Employees and Moving
Picture Machine Operators of the United States and Canada.**

July 1, 1994 - June 30, 1998

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AGREEMENT

Between

Metropolitan Exposition-Recreation Commission

and

IATSE Local B-20

PREAMBLE

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

SECTION 1. RECOGNITION AND SCOPE OF BARGAINING UNIT

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative, and this agreement shall apply with respect to employees in the following collective bargaining unit at the Oregon Convention Center, Civic Stadium, and the Portland Center for the Performing Arts buildings. Either party may reopen this specific Section (1.1 only) of the contract, to discuss the sole issue of recognition at the Expo Center, anytime after June 30, 1995.
- (a) All admissions control employees including advance sellers, ticket sellers, show sellers, gate attendants, lead gate attendants, lead ushers and ushers having more than forty (40) shifts excluding office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.
 - (b) For the New Theatre Building, the bargaining unit covers the Intermediate Theatre seating areas and box office. This Agreement shall specifically exclude all other working areas and public lobbies of the New Theatre Building, including but not limited to the Winningstad Theatre, the Rehearsal hall, the Winningstad Theatre lobbies, the checkroom, the public elevators, the stagedoor area and Main Street.

- 1.2 Upon written request, within ten (10) calendar days following each calendar quarter, the Employer will furnish to the Union an alphabetical list with addresses and hire date of current employees under the conditions set forth in this Section 1 above.

SECTION 2. UNION MEMBERSHIP AND CHECKOFF

- 2.1 It is agreed that, as a condition of employment, each employee covered by this Agreement who is not now a member of the Union shall become a member of the Union within ninety days of date of hire and further, provided that any employee who has not become a member of the Union within the applicable time, shall thereupon be deemed a fair share payer who shall make semi-monthly payments-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to regular monthly Union dues, initiation fees, and assessments. The Employer shall deduct payments-in-lieu-of-dues semi-monthly from the compensation of non-members.

Bargaining unit members who exercise their right of non-membership based on a bona fide religious tenet or teaching of a church or body of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity mutually agreed on by the employee affected and the Union. The employee shall furnish written proof to the Employer and the Union that this has been done.

- 2.2 For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the employer and signed by an official of the Union.
- 2.3 The Employer agrees to deduct from each semi-monthly paycheck, one-half of the regular initiation fee, if any, and one-half of the regular monthly dues as specified by the Union for each employee who authorized it on authorization forms submitted by the Union. An employee shall have the right to rescind such dues or initiation fee authorization by providing the Employer written notice of such rescission at least five (5) calendar days before the first of any month. Employees who have neither signed such authorization nor provided proof to the Employer of religious non-association shall be considered a fair share payer and subject to the fair share provisions of the Agreement. The Employer shall continue to make payments of these initiation fees and dues to the Union on a monthly basis.
- 2.4 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall

notify the Employer, in writing, of any changes in its regular dues and initiation fees.

- 2.5 It is expressly understood and agreed that upon receipt of proof, the Union will refund to the employer or to the employee involved any amounts erroneously withheld from the employees compensation by the Employer and paid to the Union.
- 2.6 Upon request by the Union, the employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement.
- 2.7 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provision of this section.

SECTION 3. LABOR-MANAGEMENT CONSULTATION

- 3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity and innovation are recognized to be a mutual obligation 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, operational procedures, identifying cost-effective staffing measures and dealing with operational innovations.
- 3.2 Space shall be provided by the Employer for the temporary storage of personal valuables (purses, etc.) while employed on the premises. The Employer cannot guarantee the absolute safety of such items under temporary storage but will provide reasonable security measures and will offer the service as a convenience for the employees.
- 3.3
 - a) Employees who are required to attend orientation or training classes shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such classes shall not be subject to minimum call-time provisions. Orientation and training classes shall be included within a work call whenever possible. If such classes are not included within a work call, the two (2) hour minimum shall be paid.
 - b) Except for the Box Offices, new hires (trainees) shall be scheduled in addition to required labor request, except in cases of unanticipated call needs.

Written instructions shall be provided to the trainer and written information shall be provided to the trainee, to be signed by them at the end of the shift; this documentation will be presented to the House/Event Manager and shall be placed in the employee's official personnel file.

- 3.4 The Union will provide one (1) member to attend scheduled MERC Safety Committee meetings. A two (2) hour minimum shall be paid for attendance at these meetings.

SECTION 4. WORK JURISDICTION AND RESPONSIBILITIES

- 4.1 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
- (a) There shall be one (1) work unit that covers the working jurisdiction and responsibilities of the Union and the admissions workers defined in Section 1.1 (a). This work unit shall be known as the Admissions Unit.
 - (b) The Intermediate Theatre Admissions Unit personnel is ushers only and includes ticket-taking duties. The jurisdictional working rights and the responsibilities of the Union as described above refer to part-time work in the Intermediate Theatre seating area and lobby not performed by other Portland Center for the Performing Arts employees or by volunteers or technical staff of performing arts organizations.
 - (c) All Union admission workers shall be classified as part-time, temporary employees of the Employer.
 - (d) The Employer shall determine the specific job assignments of all individuals. The Employer and the Union further recognize and agree that all employees in the Admissions Unit may be assigned to work in all areas if qualified, may be required to rotate positions from time to time, and may be assigned to perform work as required or as needed without regard to job classification distinction.
 - (e) The Employer, at its sole discretion, may offer employees represented by the Union under the Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented

by Union shall constitute a precedent and/or a past practice under this Agreement.

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

SECTION 5. HIRING

5.1 The Employer shall be the sole judge in decisions concerning the employment of personnel. The Employer and the Union agree to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.

5.2 Any complaint alleging unlawful discrimination/harassment based on race, color, religion, sex, age, national origin, disability, sexual orientation, marital or familial status which is brought to the Union for processing, will be submitted directly to the Metro Affirmative Action Officer. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

SECTION 6. EMPLOYER-UNION RELATIONS and WORK RULES

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

6.2 The parties recognize that the Metropolitan Exposition-Recreation Commission is directly responsible for carrying out the functions and services of its customers and the public. For this reason, it is generally recognized that the Employer retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule will be

adopted or implemented which is inconsistent with a specific provision of this Agreement.

All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than fifteen (15) calendar days before the effective date of such rule or revision. These changes will be posted, after the fifteen (15) calendar days, on a bulletin board at each venue.

SECTION 7. INTERRUPTIONS OF WORK

- 7.1 It is jointly recognized that the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and nothing in this Agreement shall be construed to interfere with any obligation the Union may owe to such International Alliance by reason of a prior obligation, shall be in conflict with any applicable provision of state or federal law.
- 7.2 Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the employer's operations or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International or Local officers and representatives to end any unauthorized interruption of work. The parties agree that they will submit to arbitration all grievances and disputes (pursuant to Section 11) that may arise between them and that any misunderstandings regarding the meaning or intent of all or part of this Agreement, provided, however, that the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of a violation of this Article by the Union or any of the employees covered by this Agreement.

SECTION 8. TERMINATION

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

SECTION 9. WAGES

- 9.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on

a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.

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

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

Schedule of Wages. To Be Effective July 1, 1994 through June 30, 1998. See EXHIBITS A, B,C,D.

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

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

9.6 a) An employee who receives an overpayment of wages shall report such overpayment to the Admissions Unit Manager, Ticket Services Manager, or

Admissions Scheduling Coordinator immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s). Failure of an employee to report any overpayment may result in disciplinary action.

b) If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Department of Finance and Management Information, Accounting Division, the employee will be issued a corrected check within twenty-four (24) hours from the time the Accounting Division is notified of such error.

9.7 MetroERC shall not pay any retroactive wage payments to individuals who are not employees as of the date the Master Agreement is signed.

SECTION 10. SCHEDULING

10.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. To the extent possible and consistent with the requirements of each event, the Employer will schedule employees on the basis of their seniority, past performance and availability. Failure to report as scheduled or repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discharge. An employee who is "no call, no show" on three occasions within a fiscal year shall be notified of pre-dismissal proceedings.

Employees will be called upon to indicate availability on a Master Schedule by the 15th of each month for dates they will be available to work for the following month. Employees must indicate by "NA", all call times, days, and shifts when they are not available to work. Work schedules will then be determined by the Employer on the basis of the factors set forth above and the employees notified. Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Other jobs are not considered good cause for purposes of changing an employee's schedule. Any unauthorized changes to an employee's schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis. Except for the PCPA Box Office employees, an employee may ask another employee to fill-in for their scheduled shift, however, this arrangement may only be authorized if the fill-in employee confirms the shift coverage with the Admissions Scheduling Coordinator no less than three (3) hours prior to the beginning of the scheduled shift. A scheduled employee shall only be allowed six (6) fill-ins by other employees as authorized per fiscal year. Should the fill-in employee fail to report as authorized, both the assigned employee and the fill-in employee will be subject to discipline. In the event

of multiple venue calls, the employer will make every reasonable attempt to fill the calls with available bargaining unit employees, however, where there is not a sufficient number of bargaining unit employees available for a call, the Employer shall fill the call with other labor sources.

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

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

10.3 In the event of a small crowd the Employer asks for volunteers to leave early from work, the Employer will still compensate any employee the minimum call if the employee has worked at least one hour as stated in Section 13. If they volunteer to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not discriminate against any employee who does not want to leave early voluntarily.

SECTION 11. SETTLEMENT OF CONTRACT DISPUTES PROCEDURE

11.1 A grievance is defined as a dispute by the Union or a covered employee concerning the application or interruption of a specific provision of this Agreement. Grievances may be initiated in the following manner:

Step 1. The employee or Union representative shall present the grievance, in writing, to the unit manager within seven (7) calendar days of its occurrence or the date the employee or union knew or should have known of the grievance, whichever is later.

The grievance shall include:

- a) the name of the grievant(s),
- b) the fact statement of the grievance,
- c) the sections of the contract violated,
- d) the resolution requested.

The unit manager and employee shall then attempt to adjust the matter within seven (7) calendar days from the date the grievance is received. The unit manager will respond in writing within seven (7) calendar days.

Step 2. If a grievance has not been settled between the affected employee and his unit manager, the grievance shall be submitted in writing to the facility director/manager, by the union representative within ten (10) calendar days. The facility director/manager shall respond in writing to the Union representative within ten (10) calendar days after receipt thereof.

Step 3. If the grievance is not resolved, the union or the affected employee may submit the grievance to the General Manager within ten (10) calendar days from the date of receipt of the facility director's written response. The General Manager shall respond in writing within ten (10) calendar days from receipt of the grievance.

Step 4. If the grievance is still unsettled, the Union shall, within ten (10) calendar days of receipt of the decision of the General Manager have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the Metro Office of Personnel with a copy to the Employer. Metro and the Union shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration Metro and the Union are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven (7) names. Both Metro and the Union shall have the right to strike three (3) names from the list. The Union shall strike the first name and Metro shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by both parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

11.2 The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith, lacks sufficient merit.

11.3 The arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his interpretation of the meaning or application of the terms of this Agreement to the

facts of the grievance presented. The award of the arbitrator shall be final and binding on the Employer, the Union and all employees involved.

- 11.4 The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and the next step of the grievance procedure shall be available.
- 11.5 A probationary employee suspended or terminated during his probationary period shall not be entitled to invoke the arbitration procedure of this article to contest such suspension or termination.
- 11.6 The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.
- 11.7 An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.

SECTION 12. RETIREMENT SYSTEM

MERC presently participates in the Public Employees Retirement System and agrees to maintain such participation for the term of this Agreement, subject to applicable law. If the Commission determines to make health and dental insurance benefits available to part-time employees of the Commission, either party may reopen this Section (12) of the agreement within thirty (30) calendar days of the determination by the Commission.

SECTION 13. STRAIGHT SHIFT AND FRACTIONS

A straight shift shall apply to all four (4) hour minimum calls in all work classifications except that the minimum call for the Intermediate Theatre and New Theatre Building Box Office shall be three (3) hours. All work in excess of the minimum call shall be paid for at the straight time rate

- (a) For purposes of computing time, any time worked beyond the minimum call will be computed and paid in fifteen (15) minute increments.
- (b) For purposes of computing total time worked at the Intermediate Theatre, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work

call prior to completing three (3) hours work, unless the performance or rehearsal has ended.

- (c) Special conditions shall apply to youth concerts or children's theatre productions. In the event two performances of a student youth performance or children's theatre are presented "back-to-back," employees shall be compensated with minimum call pay plus any additional hours or incremental portions thereof. For all other "back to back" performances with separate audiences, employees shall be fully compensated on the basis of separate minimum calls as described above.
- (d) In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, except as identified in 13(c) above.
- (e) No employee covered by this Agreement shall volunteer his services without prior, mutual, written consent of the Employer and the Union. The services volunteered must be significantly different than those normally performed in the course of his/her paid job.

SECTION 14. ADMISSION TO PREMISES

- 14.1 Any officer or other duly authorized representative of the Union shall be admitted to the premises of the Employer during normal working hours for the purpose of checking the performance of this Agreement by the Employer. Any person so admitted shall comply with all the rules and regulations of the Employer while on its premises.
- 14.2 Any officer or duly authorized representative of the Union visiting the Employer's facilities shall not interfere with the regular work assignments of employees on duty at the time of such visit. Failure to comply with this provision by the Union or its authorized representatives may result in suspension of this provision for the remainder of the Agreement.

SECTION 15. SAVINGS CLAUSE

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

SECTION 16. FUNDING

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

SECTION 17. WAIVER AND SEPARABILITY

It is agreed between the parties that either party shall have the right upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

SECTION 18. SUBCONTRACTING

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

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

SECTION 19. PROBATIONARY PERIOD

- 19.1 The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Employer's operations by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee-whose work performance fails to meet the required work standards.
- 19.2 All new employees shall have a probationary period of forty (40) shifts. This probationary period may be extended for up to an additional forty (40) shifts of work upon mutual agreement between the employee, Union and Employer.
- 19.3 During the probationary period, an employee's employment may be terminated at any time and for any reason in the sole discretion of the Employer. Termination of the employment of a probationary period shall not be subject to the arbitration procedures provided in Article 11 of this Agreement; provided, however, that the employee may process his claims up through the second step of such grievance procedure with the Employer's response at the second step being considered final and binding upon the employee, the Employer and the Union.

SECTION 20. LEAVES OF ABSENCE

- 20.1 Employees covered by this contract shall be eligible for an unpaid leave of absence for up to 30 calendar days, although a longer leave may be granted for good purpose in the sole discretion of the General Manager. No more than one such leave will be permitted during any calendar year. Among the factors which determine whether a personal leave will be allowed are:
- the reason for the request;
 - the length of service;
 - the employee's prior performance, disciplinary and attendance records;
 - any previous leaves of absence (and the length/purpose of such leaves);
 - a sincere (and written) commitment to return to work immediately following expiration of the leave;
 - and the effect of the employee's absence on the Employer's efficiency and operations.

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

20.2 Military Leaves.

- A. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component, may take a leave of absence for the length of the service. Military leaves for extended tours are without pay. Except as specifically required by applicable law, no benefits shall accrue during the period of the leave. An employee who does not request reinstatement according to the procedures and time limits specified by applicable law will be deemed a voluntary quit.
- B. Employees who are ordered to or volunteer to attend annual military training may take an unpaid leave of absence for the length of the training. An employee who does not immediately report for work after being released from such duty (excluding normal travel time) will be subject to discipline, including termination.

20.3 The Employer agrees to comply with federal or state laws regarding leaves, e.g. Family Medical Leave, Parental Leave, and Pregnancy Leave, as specified in the MERC Personnel Policies. The Union shall be notified of leaves of absence granted by the Employer, within thirty (30) calendar days from the date of approval.

SECTION 21. DRUG AND ALCOHOL POLICY

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

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

Exception: The use of medically prescribed or over-the-counter drugs during working hours is approved and an employee shall have no obligation to

inform his or her supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing his or her job safely and adequately; for example, operating mechanical equipment. An employee must inform his or her supervisor that he/she is taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day he or she uses the medication.

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

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

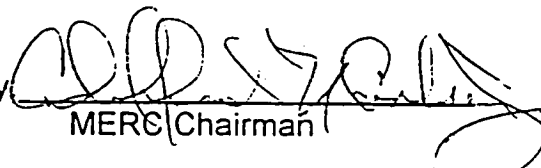
In the event any portion of the above policy conflicts with federal or state law, that portion of the policy shall conform in all respects to federal and state law.

SECTION 22. TERM AND CLOSURE

- 22.1 This Agreement shall be effective July 1, 1994, and shall remain in full force and effect until June 30, 1998. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after such notice.
- 22.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 22.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer; any such amendment must be in writing and signed by both parties.

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

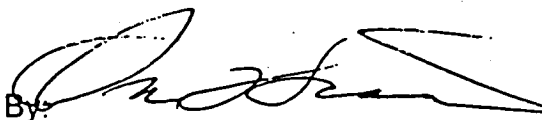
IATSE LOCAL B-20

By: 
MERC Chairman

By: _____
Pres. Local B-20

Date: _____

Date: _____

By: 
Secretary-Treasurer

By: 
Business Agent B-20

Date: 8/15/94

Date: 8-11-94

EXHIBIT A
(FY 94-95)

| <u>Classification</u> | <u>7/1/94</u> |
|---|--------------------|
| Show Seller | \$10.60 |
| Advance Seller | \$ 8.80 |
| Ticket Sellers After 7/1/87 | \$ 7.96 |
| Gate Attendant New Hires After 7/1/87 | \$ 8.65 \$ 6.62 |
| Admissions Lead New Hires After 7/1/87 | \$11.23 \$ 9.05 |
| Usher New Hires After 7/1/87 | \$ 6.55 \$ 6.05 |

EXHIBIT B
(FY 95-96)

| <u>Classification</u> | <u>7/1/95</u> |
|--------------------------------|---------------|
| Show Seller | \$10.64 |
| Advance Seller | \$ 8.80 |
| Ticket Sellers After 7/1/87 | \$ 8.36 |
| Gate Attendant | \$ 8.69 |
| New Hires After 7/1/87 | \$ 7.33 |
| Admissions Lead | \$11.27 |
| New Hires After 7/1/87 | \$ 9.82 |
| Usher | \$ 6.70 |
| New Hires After 7/1/87 | \$ 6.37 |

EXHIBIT C
(FY 96-97)

| <u>Classification</u> | <u>7/1/96</u> |
|---|--------------------|
| Show Seller | \$10.68 |
| Advance Seller | \$ 8.84 |
| Ticket Sellers After 7/1/87 | \$ 8.86 |
| Gate Attendant New Hires After 7/1/87 | \$ 8.72 \$ 8.04 |
| Admissions Lead New Hires After 7/1/87 | \$11.31 \$10.59 |
| Usher New Hires After 7/1/87 | \$ 6.85 \$ 6.69 |

EXHIBIT D
(FY 97-98)

| <u>Classification</u> | <u>7/1/97</u> |
|--|---------------|
| Show Seller | \$10.70 |
| Advance Seller | \$ 9.35 |
| Ticket Sellers (Hired after 7/1/87) | \$ 9.35 |
| Gate Attendant | \$ 8.75 |
| Admissions Lead | \$11.35 |
| Usher | \$ 7.00 |

MEMO OF UNDERSTANDING
Training Sub-Committee

The MetroERC and IATSE Local B-20 agree to establish a sub-committee of the Labor/Management Committee to discuss the sole issue of training for employees of the Admissions Unit. The Training Sub-Committee shall consist of six (6) committee members appointed by each party, who shall serve on a voluntary basis. The sub-committee shall meet at least twice monthly through October 15, 1994, or until resolution of issues is reached, whichever is sooner.

The primary charge of the sub-committee is to determine who shall deliver and receive the training; what the training shall consist of; and where and when the training will occur. The goal of the sub-committee is to produce a viable, cost-effective, mutually beneficial training program for employees in the bargaining unit. Funding for a training program shall be consistent with Section 16 (Funding) of the collective bargaining agreement.

The Box Offices shall continue the practice of one-on-one training for employees and will not participate in this sub-committee.

FOR THE EMPLOYER:

J. P. ...
Candy Cavanagh
M. Donmitt

Date: *6/22/94*

FOR THE UNION:

Carey ...

Date: *6-22-94*

Letter of Agreement

It is the intent of the parties to reinstate the established practice of paying the straight time rate for all hours worked by IATSE Local B-20 bargaining unit members in excess of eight hours in a day. Therefore, the parties hereby agree to waive the application of ORS 279.340, and agree to utilize the following provisions in determining compensation of overtime:

1. All covered employees shall be compensated at the straight time rate for all authorized work performed in excess of eight (8) hours in a day.
2. All covered employees shall be compensated at the rate of time and one half for all authorized work performed in excess of forty (40) hours in any work week.

Sandi Rosenfeld
Sandi Rosenfeld
IATSE Local B-20

9-30-92
Date

Mike Brock
Mike Brock
Labor Relations Officer

9-30-92
Date