

Metropolitan Exposition-Recreation Commission

Resolution 97-40

For the Purpose of Ratifying an Impact Agreement with IATSE Local 28.

Whereas, in Resolution 97-40, the Commission made a business decision to discontinue providing stage labor services to users of its facilities; and

Whereas, the Commission's designated representatives for labor relations thereupon entered into impact negotiations with the stagehands' Union, IATSE Local 28; and

Whereas, the Commission's designated representatives for labor relations and the union's designated bargaining representatives have reached a signed tentative agreement regarding the impact and implementation of the Commission's previously reached business decision; and

Whereas, the tentative agreement is subject to ratification by a vote of the Union membership on behalf of the Union, and by a vote of the Commission on behalf of MERC; and,

Whereas, the Union membership has duly ratified the tentative agreement; and,

Whereas, MERC believes that the tentative agreement is fair, reasonable, and in the public interest,

THEREFORE BE IT RESOLVED:

1. The Commission hereby ratifies the tentative agreement attached to this resolution as Exhibit A.
2. The Commission's designated representatives for labor relations are authorized and directed to sign a collective bargaining agreement reflecting the terms of the tentative agreement on the Commission's behalf, and forward that signed agreement to the Union for formal signing.

Passed by the Commission on August 13, 1997.




Chair



Secretary-Treasurer

Approved As To Form:  
Daniel B. Cooper, General Counsel

By:   
Kathleen Pool, Sr. Assistant Counsel

## MERC STAFF REPORT

Agenda/Item/Issue: CONSIDERATION OF RESOLUTION TO RATIFY IATSE  
LOCAL 28 TENTATIVE AGREEMENT

Resolution No. 97-40

Date: August 13, 1997

Presented by Judy Gregory

**BACKGROUND:** Following the conclusion of impact bargaining with Local #28 negotiations we began negotiations with Local # 28 to negotiate a new labor agreement. This new contract was to be structured to meet our new business plan of providing department heads only, rather than provide all stage labor for the users of PCPA facilities. These negotiations were concluded on July 24, 1997. The Union met on August 2, 1997 and ratified the agreement. Pending approval of the Commission the new contract will be retroactive to 7/01/1997.

The major elements of the tentative agreement are as follows:

Term of Agreement: July 1, 1997 to June 30, 2000.

Wages: Effective July 1, 1997 wage rates will be increased by 2% over the rates in the prior agreement. On July 1 1998 and 1999 the wage rates will be increased by the change in the Consumer Price Index (W) with a minimum of 2% and a maximum of 4%.

Insurance: Increases the employer contribution from 7% to 8% of wages for the life of the agreement.

Pension: Maintains participation of permanent employees in PERS, with employees contributing 6%. Also establishes a 401k for temporary employees with an employer contribution of 7%.

Hiring: Establishes process for Department Head positions to be filled in a competitive process with a probationary period.

Staffing: Incorporates new language which maintains flexibility of number of employees required for each venue and events.

**Fiscal Impact:** The first year settlement costs were included in the FY 1997-1998 budget. Funding for the PERS cashout required by the Impact Agreement will be made from operating reserves.

**Recommendation:** The goal of removing MERC from the provision of stage labor to the users of PCPA facilities has been achieved through this agreement. Given the accomplishment of this goal and the relatively small wage increases required, it is recommended that the Commission approve the tentative agreement and authorize the General Manager to sign the agreement.

**MERC/IATSE LOCAL 28**

**TENTATIVE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 1997, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as the "Employer" or "MERC"), and LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS 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 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 1.1.1. This Agreement includes only department heads, pursuant to the Impact Bargaining Agreement between the Parties. 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 MERC in-house activities conducted at the Portland Center for the Performing Arts (PCPA) 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.

1.1.1 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.

1.1.2 The Union agrees that it will indemnify, defend and save MERC harmless from all suits, actions, proceedings, and claims against MERC, or person acting on behalf of MERC, whether for damages, compensation, reinstatement, or a combination hereof arising out of MERC'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.

### 1.3 Hiring.

1.3.1 The parties agree that the Employer is solely responsible for selecting and hiring department heads. 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. The selection of department heads shall not be subject to grievance, except as provided in 1.2.

1.3.2 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 Employer and the Union shall provide ongoing training and education for all employees covered by this Agreement. MERC, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.

## **ARTICLE II: Jurisdiction**

2.1 This Agreement shall only apply to the PCPA. This Agreement shall not apply to the Oregon Convention Center, or the rehearsal hall of the New Theater Building, Main Street, or the public lobbies of the various PCPA facilities. Department heads may be assigned to the Civic Stadium at the discretion of management. With respect to department heads covered by this Agreement, it is understood and agreed that the Union has jurisdiction over all stage craft historically performed by department heads in the Employer's facilities.

2.2 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.

2.3 The Employer shall determine the specific job assignments of all individuals employed under this Agreement. The Employer and the Union further recognize and agree that all department heads, 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 venue or departmental distinction. 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 or her primary responsibilities to the Employer as a head of department.

2.4 Relief Department Heads. If relief department heads are required for single events or for predetermined periods of time, the relief department head shall be engaged under the terms and conditions of this Agreement. If relief department heads are required during the run of a production and the relief head is already on the presenter's payroll, the relief head shall stay on the presenter's payroll for the purpose of payroll continuity. With respect to relief department heads, the Employer may opt to use Local 28's payroll services as specified for Extra Personnel under Section 2.10.

2.4.1 The Employer retains the right to reject any relief department head referred by the Union. Regular and relief department heads will be scheduled by the Employer. Unless prior arrangements have been made, or except in cases of unforeseen events (illness, personal business, death of family members, etc.), department heads, regular or relief, who start a show shall be allowed to complete it, subject to Article VI. Relief department heads or extra personnel shall not be removed for arbitrary or capricious reasons.

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

2.5.1 There shall be five (5) production departments that cover the working jurisdiction and responsibilities of the Union under this Agreement. These departments are to be known as (1) Carpentry, (2) Electric, (3) Sound, (4) Fly, and (5) Property. There shall be a department head for each department. Each department head shall coordinate the personnel working within the department.

2.5.2 At Civic Auditorium and Arlene Schnitzer Concert Hall (ASCH), the first five (5) stage labor employees shall be department heads and employees of MERC. At the Intermediate Theatre, the first four (4) stage labor employees shall be department heads and employees of MERC. The first (1<sup>st</sup>) stage labor employee at the Winningstad Theatre shall be a department head and an employee of MERC. Reductions from these minimums shall be determined by mutual agreement of the Union and the Employer in accordance with the needs of the event.

2.5.3 If regular department heads are not available for any work, their replacements shall receive head of department pay, or greater as determined by work performed.

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

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

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

2.9 All department heads hired before September 1, 1997 shall serve a three (3) month probationary period. All department heads hired after September 1, 1997 shall serve a six (6) month probationary period.

2.10 When extra personnel beyond the number of regular department heads are needed to perform maintenance or other tasks, the Employer shall notify the Union at least 24 hours in advance of the time and location of the calls and the number of personnel needed. The Union shall provide the qualified personnel to fill the call. Personnel shall be subject to the terms and conditions of this Agreement and shall be paid according to Exhibit A. Personnel may be paid through the regular MERC payroll, or the Employer may opt to use Local 28's payroll service, including a charge of twenty-five percent (25%) to cover required taxes and insurance. If Local 28's payroll service is used, payments should be made out to Local 28, IATSE Payroll Account.

### **ARTICLE III: Wages; Overtime & Conditions**

3.1 Attached hereto is Exhibit A, which is incorporated by reference and made a part of this Agreement. Exhibit A sets forth the job classifications, wages, hours and overtime to be paid employees and the exhibit, having been agreed to by the parties, shall be binding upon the Employer, the Union and employees covered by this Agreement. On July 1, 1998 and July 1, 1999, the wage rates in Exhibit A shall be increased by the amount of the increase in the Consumer Price Index, Wage Earner-All City Average (CPI-W) in the twelve-month period ending the previous April 30, provided that the increase shall not be less than two percent (2 %) nor more than four percent (4 %).

#### **3.2 Conditions of Regular Time**

3.2.1 When employees are employed during the hours of 8:00 a.m. and 12:00 midnight, they shall be paid at the regular straight-time hourly rate, as modified by the premium or penalty provisions of this Agreement.

3.2.2 If an employee performs the duties of a higher paying classification, he/she shall receive the higher rate specified in Exhibit A. Such time shall be paid in one-half (1/2) hour increments. At no time shall a department head receive less than department head rate.

### 3.3 Conditions of Overtime

3.3.1 When employees are engaged for work calls on an hourly basis during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be two (2) times the regular straight time hourly rate. The hourly wage rate shall revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 3.4.6.

3.3.2 When employees 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 applicable hourly rate.

3.3.3 When employees 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 the regular straight time 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).

3.3.4 When employees 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 regular straight time rate. The limit on premium pay shall not apply to the meal penalty contained in Section 3.5.

3.3.5 Hours worked in excess of forty (40) regular straight time hours in an employee's workweek (Monday through Sunday) 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 overtime, provided, however, no employee shall be replaced or removed after eight (8) hours per day or after forty (40) hours per week during a single promoter event for the purpose of preventing payment of overtime or premium wage scale.

### 3.4 Conditions of Wage Policy

3.4.1 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 employees are actually working during premium times.

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



3.4.3 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.

3.4.4 Employees 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.

3.4.5 On a call back where the break between the call back and the initial work is more than one hundred twenty (120) minutes, the call back shall be paid as a four (4) hour minimum call.

3.4.6 Employees covered by this Agreement working more than one hundred twenty (120) minutes between midnight and 8 a.m. will continue receiving the same rate of pay as specified in 3.3.1 until the employee has received no less than an eight (8) hour rest period.

### 3.5 Meal Period Breaks During Employment

3.5.1 All employees covered by this Agreement shall have an unpaid meal period of at least one (1) hour duration no later than the end of the fifth continuous hour of work. 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.

3.5.2 If the Employer or Presenter has a special situation and MERC wishes to negotiate an exemption or modification to these conditions, it 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 employee 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.

3.5.3 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.

3.5.4 If a meal period falls between the hours of 12:00 Midnight and 8:00 A.M., an adequate hot 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.

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

#### **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 eight percent (8%) of the gross wages earned by each stagehand covered by this Agreement 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 Agreement 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.

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 as required by law. The employee PERS contribution shall be paid by the employee. The Employer shall contribute an amount equal to seven percent (7%) of each employee's wages to the Entertainment Industry 401(k) Plan for those employees for whom it is not required to make a PERS contribution.

#### **ARTICLE V: No Strike or Lockout**

5.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slow-down, or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. Employer and Union each agree that neither shall engage in any strike, slow-down, other work stoppage, or lockout except in compliance with and as permitted by Oregon law.

5.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing, or strike in violation of Section 5.1, the Union agrees to immediately notify any employees engaging in such activities to cease and desist. The Union agrees to declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all employees of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 5.1 above to return to work.

## **ARTICLE VI: Discharge or Resignation**

6.1 No employee working under this Agreement shall resign unless two (2) weeks written notice is given to the 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 a department head 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 affected 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 the 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. Relief department heads and extra personnel are casual employees with no expectation or claim to continued employment, beyond those provided in 2.4.1.

## **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 or she has a grievance may present this grievance to his or her 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 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 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.

7.4 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.

7.5 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.

7.6 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.

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

7.8 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 **Other Work:** 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. Employees shall not be required to perform work outside of the jurisdiction of 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 an employee. The Union shall appoint one or two members to the PCPA safety committee and may discuss safety issues of mutual concern and make recommendations to the

manager of the Portland Center for the Performing Arts regarding safety issues pertaining to employees.

8.4.1 Light Duty: When there is a compensable on-the-job injury and the department head 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. The Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement, or by law.

8.6 Work Rules: 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: 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.

#### **ARTICLE X: Recording - Video and Audio**

10.1 Subject to the exclusions in Article 10.4 below, any film, video or audio recording used for commercial purposes shall be classified as a recording and all employees performing services under this Agreement on such work shall be compensated at the recording rate.

10.2 The recording rate shall be listed in Exhibit A.

10.3 When employees 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 employees covered under this Agreement unless requested by the Employer.

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

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

10.6 Conditions applicable to Section 10.1 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, 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, or transmitted by commercial cable, the recording rates shall apply.

#### ARTICLE XI: Term and Termination

11.1 Term This Agreement shall be effective July 1, 1997, and shall remain in full force and effect until the 30th day of June, 2000. 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 Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after said notice.

11.2 Closure. 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.

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

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Dated this \_\_\_\_ day of \_\_\_\_\_, 1997.

**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION**

**IATSE LOCAL 28**

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**EXHIBIT A**  
**JULY 1, 1997 to JUNE 30, 1998**

**RIGGING & GROUND RIGGING:** Rigging scale to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons.

Ground riggers scale to be paid to all personnel 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, the rigging scale will be paid.

**RIGGING SCALE:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$23.69	\$11.85
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$35.54	\$17.77
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$47.38	\$23.69

**GROUND RIGGER:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$18.02	\$9.01
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$27.03	\$13.52
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.04	\$18.02

**TRUCK LOADERS:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$19.39	\$9.70
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$29.09	\$14.55
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$38.78	\$19.39

**DEPARTMENT HEADS: Carpenters, Flyman, Electrician, Properties and Sound, Orchestra Head and Supertext Operator**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$17.30	\$8.65
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$25.95	\$12.98
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.60	\$17.30

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$20.58	\$10.09
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$30.87	\$15.44
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$41.16	\$20.58

**EXTRA MEN:** Carpenters, Flyman, Electrician, Properties and Sound

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$14.87	\$7.44
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$22.31	\$11.16
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$29.74	\$14.87

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$17.68	\$8.84
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$26.52	\$13.26
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$35.36	\$17.68

**SPECIAL OPERATORS: Additional sound and light borad, follow-spots, pyrotechnic, scenic projector, automation and fork-lift operators**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$15.33	\$7.67
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$23.00	\$11.50
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$30.66	\$15.33

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$18.21	\$9.11
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$27.32	\$13.66
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$36.42	\$18.21

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

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$19.62	\$9.81
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$29.43	\$14.72
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$39.24	\$19.62

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$23.31	\$11.66
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$34.97	\$17.49
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$46.62	\$23.31

**MOTION PICTURE OPERATORS:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$17.30	\$8.65
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$25.95	\$12.98
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.60	\$17.30

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$20.58	\$10.09
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workeek	\$30.87	\$15.44
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$41.16	\$20.58

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

**DEPARTMENT HEAD (WARDROBE):**

**HAIR & MAKEUP:** Application of Facial and Body Make-Up & Hair & Wigs

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$17.30	\$8.65
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$25.95	\$12.98
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$34.60	\$17.30

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$20.58	\$10.09
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$30.87	\$15.44
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$41.16	\$20.58

**DRESSERS (WARDROBE):**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$14.87	\$7.44
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$22.31	\$11.16
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$29.74	\$14.87

**RECORDING RATES:**

<b>July 1, 1997 to June 30, 1998</b>	<b>Per Hour</b>	<b>Per Half Hour</b>
Per Regular Straight time Hour between 8:00 A.M. and 12:00 Midnight	\$17.68	\$8.84
Per Hour After Eight (8) Regular Straight Time Hours per Day or Forty (40) Regular Straight Time Hours per Workweek	\$26.52	\$13.26
Per Hour, For All Hours Between 12:00 Midnight and 8:00 A.M.	\$35.36	\$17.68