

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION No. 04-11

For the Purpose of Ratifying a Collective Bargaining Agreement with the Theatrical Employees Union Local B-20, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (IATSE Local B-20).

Whereas, the Commission's designated representatives for labor relations have negotiated in good faith with the Admissions Unit; and

Whereas, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached a tentative agreement for a three year collective bargaining agreement; 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 the 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 July 28, 2004.



Chair



Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, Metro Attorney

By: 

Lisa Umscheid, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: Consideration of Resolution to ratify the theatrical employees union local B-20, International Alliance of Theatrical Stage Employees and Moving Picture machine operators of the United States and Canada (IATSE B-20) tentative agreement.

Resolution no.: 04-11 **Date:** July 28, 2004 **Presented by:** Tanya Collier

BACKGROUND: IATSE B-20 represents Elevator Operators, Ushers, Gate Attendants, Ticket Sellers, Show Sellers (hired prior to 1987) and Admissions Leads. Negotiations of this Agreement began in May, 2004 and were concluded when the union ratified the new Agreement on June 30, 2004. The wage provisions of this tentative agreement will be effective July 1, 2004 pending approval of the Commission.

The major elements of the Tentative Agreement are as follows:

Term of Agreement: July 1, 2004 to June 30, 2007

Language: In addition to housekeeping changes:

- In the event two business meetings are held back-to-back at PCPA employees shall be compensated with a three-hour minimum call pay plus any additional hours or incremental portions thereof (*replaces four-hour minimums*).
- Requires attendance at "All Staff" meetings

Wages: Effective July 1, 2004 wage rates shall be increased by 2.1%. On July 1, 2005 and July 1, 2006 the wage rates will be increased by the Consumer Price Index provided the increase shall not be less than 2% nor more than 3%.

Ratification: The contract was ratified by the bargaining unit on June 30, 2004.

Fiscal Impact: There is no fiscal impact. The settlement was anticipated and accommodated within the fiscal year 2004-05 budget.

**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.

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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, 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, and the Portland Center for the Performing Arts buildings.
- (a) All admissions control employees including ticket sellers, gate attendants, admissions leads, ushers and elevator operators 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 Newmark 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, Brunish 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 thirty 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 rescision 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, recruitment of new employees to meet target pool levels, 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 admissions 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 Newmark 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 Newmark 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 Newmark 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 MERC Affirmative Action Officer, or designee. 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.
- 5.3 The Employer shall make a good faith effort to maintain a pool of ushers (exclusive of relief roster) which is and at least eighty (80) ushers. The Employer shall make a good faith effort to maintain a pool of gate attendants which is at least 42. This good faith effort is not subject to Section 12.

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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 12) 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 Schedule of Wages. On July 1, 2004 wage rates shall be increased by two and one-tenths percent (2.1%). On July 1, 2005 and July 1, 2006 wage rates 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 three percent (3%). See EXHIBIT A

Deleted: To be effective through June 30, 2004.

- 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, elevator operators 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 PCPA Event Services Manager, Booking and Sales Manager, or Admissions Staffing Manager 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 When employees are engaged for any work on a holiday, the employee shall be compensated at one and one-half (1-1/2) times the regular straight time hourly rate. Holidays for the purposes of this Agreement are New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), Presidents' Day (third Monday in

February), Easter Sunday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- 9.8 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. 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.

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. 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 predissmissal proceedings.
- 10.2 MERC acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.

Those employees with regularly scheduled jobs shall inform the PCPA Event Services Department, in writing, of their work schedules (days of week and shift hours). College students shall provide the PCPA Event Services Dept., in writing, with their class schedule (semester or quarter as applicable).

Employees will be expected to make themselves available for scheduling on those days/hours which do not conflict with their regularly scheduled jobs/classes. MERC requires employees who hold other non-regularly scheduled jobs to make themselves available to be scheduled for work at MERC before working for another non-regularly scheduled employer.

- 10.3 Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Any unauthorized changed 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.

10.4 The Availability Roster shall be posted at the New Theatre Building. Employees shall indicate their availability by the 10th of each month, for each day, by entering the earliest time they are available and an "X" on those days when they cannot work. In addition, each employee shall indicate the number of shifts that they will be available for by indicating an "O" for one, a "D" for double, and a "T" for triple.

Consistent with the requirements of each event, PCPA Event Services personnel shall begin staffing each day's events by beginning at the top of the Seniority List, and rotate through the list until all shifts are staffed. Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned, and all relief roster employees have been assigned (within the limits of Article 10.6). Employees who are scheduled over their "X" ("forced call") will receive a ten percent (10%) pay premium for those shifts. If additional personnel are still required, the Employer shall fill the call with other labor sources. Each employee shall be given the opportunity to work one shift per pay period regardless of their seniority unless there are not enough total shifts for the total pool to work.

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October through May each Lead will be assigned at least one shift in each venue per Month if shifts are available.

10.5 For purposes of this Agreement, "peak day" for Ushers, Gates and Leads shall be defined as a day in which three (3) or more events are scheduled. Peak days for Elevator Operators shall be defined as a day in which two (2) or more events are scheduled. For Ushers, Gates, Leads and Elevator Operators "Peak month" shall be defined as a month which has ten (10) or more peak days.

In each month, employees on the regular availability roster shall be available for all peak days as well as 50% of the regular days when events are scheduled, up to a maximum of 22 days per month. These percentages shall not compound. The Employees who are on approved leave during any month must make themselves available for work in accordance with the requirements of this paragraph (on a proportional basis) for any days on which they are not on leave.

The Employer shall state the number of ushers on the Regular Availability Roster as of the date of posting for each peak month. If the target pool of ushers is below seventy-two (72), or below thirty-two (32) for gate attendants, for a peak month thereafter, Ushers and Gates shall have one less day of required non-peak day availability in that month.

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10.6 All employees shall be required to attend "All Staff" meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings at least two weeks in advance. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call it will be considered a "no call no show".

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10.7. Those employees who do not meet the minimum availability for three (3) months per fiscal year shall lose their seniority and their names removed from the staffing roster. If the employee has completed one year of employment he/she may elect to be placed on a Relief Roster. Relief employees shall be assigned up to five (5) shifts each month to be scheduled at the discretion of management and may also be used as employee initiated replacements, but the amount of work made available to reserve roster employees may not be grieved. Relief list employees who, for two months, fail to work a minimum of five (5) shifts in months when the usher roster is at target, or a minimum of two (2) shifts in months when the usher roster is not at target, shall be dropped from the relief list.

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10.8. When scheduled in accordance with their availability employees shall be allowed to schedule a replacement (another MERC employee in the same job class) for an assigned shift up to 12 times per fiscal year. In order to assure proper crew mix this action must be approved by management. Such replacements must be confirmed with the PCPA Event Services Department a minimum of three (3) hours in advance of the shift and must be confirmed a minimum of three (3) hours in advance by the replacement. 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 call, the Employer shall fill the call with other labor sources.

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Employee schedules shall be available on or about the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.

10.9. 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.

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10.10. 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 14. 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.

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SECTION 11. DISCIPLINE

No non-probationary employee shall be disciplined without just cause.

SECTION 12. SETTLEMENT OF CONTRACT DISPUTES PROCEDURE

- 12.1 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. Should the parties fail to settle a matter of suspension or termination with the General Manager within seven (7) days from the date of submission to him, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties. The Board of Adjustment shall consist of two (2) members designated by General Manager and two (2) members designated by the Union. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from any of the facilities under the jurisdiction of this Agreement or any IATSE local union. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the Union, the grievant, the facility involved, or the General Manager. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. In the event of a split decision, the grievance shall be considered unsettled.

Step 5. 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 MERC Human Resources Manager or designee with a copy to the Employer. MERC 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 MERC 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 MERC and the Union shall have the right to strike three (3) names from the list. The Union shall strike the first name and MERC shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated

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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.

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- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.
- 12.7 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 13. RETIREMENT SYSTEM

MERC presently participates in the Public Employees Retirement System ("PERS") and agrees to maintain such participation for the term of this Agreement, subject to applicable law. MERC will provide all new employees with information regarding PERS. 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 (13) of the agreement within thirty (30) calendar days of the determination by the Commission.

SECTION 14 . 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 Newmark Theatre, the New Theatre Building Box Office and the resident company youth concerts or children's theatre productions 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 Newmark 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 or business meetings at PCPA. 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 single public weekend youth concerts or children's theatre productions, employees shall be compensated with a 3-hour minimum call pay plus any additional hours or incremental portions thereof. In the event two performances of a public weekend youth performance or children's theatre are presented "back-to-back," employees shall be compensated with a 3-hr 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 4-hour minimum calls as described above.

Business meetings with one "audience" will have a four (4) hour minimum. Back-to-back business meetings with two (2) "audiences" shall be compensated with a six (6) hour minimum plus any additional hours or incremental portions thereof.

- (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 14(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 15. ADMISSION TO PREMISES

- 15.1 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.
- 15.2 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 16. 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 17. 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 18. 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 19. 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 20. PROBATIONARY PERIOD.

- 20.1 The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Employer's operations by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee-whose work performance fails to meet the required work standards.
- 20.2 All new employees 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.
- 20.3 During the probationary period, an employee's employment may be terminated at any time and for any reason in the sole discretion of the Employer. Termination of the employment of a probationary period shall not be subject to the arbitration procedures provided in Article 12 of this Agreement- provided, however, that the employee may process his claims up through the second step of such grievance procedure with the Employer's response at the second step being considered final and binding upon the employee, the Employer and the Union.

SECTION 21. LEAVES OF ABSENCE

- 21.1 Employees covered by this contract shall be eligible for pre-approved, unpaid leave(s) of absence for up to thirty-four (34) calendar days per fiscal year, which must be requested with a minimum of five (5) days except as provided in Section 21.2. A longer leave may be granted for good purpose at the sole discretion of the General Manager. Among the factors which determine whether a personal leave will be allowed are:
- the reason for the request;
 - the length of service;
 - the employee's prior performance, disciplinary and attendance records;

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

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

21.2 In each fiscal year an employee may designate four annual leave of absence days on any calendar day as Personal Leave which may be taken in one to four day increments and are not subject to forced call, provided they are scheduled no later than the 10th of the previous month.

21.3 Military Leaves.

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

21.4 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 22. DRUG AND ALCOHOL POLICY

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

- (a) Possessing, using, transferring, offering or being under the influence of any intoxicating liquor while on MERC property, MERC time or in other

circumstances which might directly and adversely affect MERC operations or safety, including consuming alcohol immediately prior to reporting to work or during breaks or lunch periods will be cause for discipline, up to and including discharge.

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

Exception: The use of medically prescribed or over-the-counter drugs during working hours is approved and an employee shall have no obligation to inform his or her supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing his or her job safely and adequately; for example, operating mechanical equipment. An employee must inform his or her supervisor that he/she is taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day he or she uses the medication.

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

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

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

SECTION 23. TERM AND CLOSURE

23.1 This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until June 30, 2007. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later

Deleted: 2004

than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after such notice.

- 23.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 23.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

IATSE LOCAL B-20

By: _____
MERC Chair

By: _____
President, Local B-20

Date: _____

Date: _____

By: _____
Secretary-Treasurer

By: _____
Business Agent or Representative

Date: _____

Date: _____

i:\12.1.3.2.I\IATSE B-20 final contract 4-8-02
OGCLMU/kvw (04/12/02)

EXHIBIT "A"

Classification	Through 06/30/02	07/01/02 - 06/30/03	07/01/03 - 06/30/04
Admissions Lead	12.44	12.81	13.19
Show Seller*	11.74	12.09	12.45
Ticket Seller	10.26	10.57	10.89
Gate Attendant	9.63	9.73	9.86
Usher	9.29	9.57	9.86
Elevator Operator	9.29	9.57	9.86

*hired prior to 1987

Revised wages effective April 1, 2002

**METROPOLITAN EXPOSITION-RECREATION COMMISSION
IATSE, LOCAL B-20 PAY SCHEDULE
(Exhibit "A")**

Salary Range	Job Code	Classification	Hourly Rate
865	8265	Elevator Operator	10.07
865	8070	Usher	10.07
845	8080	Gate Attendant	10.07
820	8075	Ticket Seller	11.12
815	8065	Show Seller *	12.71
855	8090	Admissions Lead	13.47

*** hired prior to 1987**

Effective: 07/01/2004 - 06/30/2005
Revised: 07/01/2004
COLA: 2.1% (07/01/2004)

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by Lena L. Bannick