

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 06-17

For the purpose of ratifying a collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE), Local 28, tentative agreement.

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

Whereas, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached a tentative agreement on open articles for the third year of an existing 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 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 hereby authorizes and directs the General Manager, or his delegate, to execute 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 26, 2006.



Chair



Secretary-Treasurer

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

By: 

Daniel B. Cooper, Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: FOR THE PURPOSE OF RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IATSE), LOCAL 28, TENTATIVE AGREEMENT.

Resolution no. 06-17

Date: July 26, 2006

Presented by: Rachel Bertoni

BACKGROUND:

IATSE 28 represents 15 Department Head Stagehands at the Portland Center for the Performing Arts. These are the only Stagehands employed directly by MERC; other stagehands are hired through a payrolling service on an event-driven basis. The current agreement will expire on June 30, 2007, but during the last set of contract renewal negotiations, MERC agreed to conduct a classification and compensation study of the 15 positions directly employed by the agency, with the agreement that IATSE could open the contract to bargain wages for the final year of the contract term, *i.e.*, July 1, 2006 – June 30, 2007. The market study, conducted by an outside consultant, determined that MERC's total compensation package for this group was below market rate. Management proposed a two-part adjustment to the compensation package to bring the agency into line with the market: a base pay increase, and an increase in vacation accrual rates. Increased vacation accruals benefit employees' total compensation but are not passed along to PCPA clients or promoters. The Union ratified the tentatively agreed contract in June 2006.

RESOLUTION 06-17:

The major elements of the tentative agreement are as follows:

Term of Agreement: July 1, 2006 to June 30, 2007 (final year of the three-year agreement 2004 - 2007).

Wages: Effective July 1, 2006, employees will receive a 2.7% cost-of-living increase and a 1% increase to bring them to market rate.

Vacation: Previously, employees in this bargaining group received the equivalent of two weeks of paid vacation, regardless of their years of service. Effective July 1, 2006, employees with four or more years of service will be eligible for the equivalent of three weeks of paid vacation.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts.

LONG RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts.

RECOMMENDATION:

Staff recommends approval of Resolution 06-17.

**2004 - 2007
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**METROPOLITAN EXPOSITION
RECREATION COMMISSION
M.E.R.C.**

AND

**THEATRICAL STAGE EMPLOYEES OF THE
INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS
AND ALLIED CRAFTS OF THE UNITED
STATES, ITS TERRITORIES AND CANADA
LOCAL 28
I.A.T.S.E.**

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THIS AGREEMENT is made and entered into effective July 1, 2004, 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, ITS TERRITORIES 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. Unless otherwise stated, this Agreement includes only Department Heads and Relief Department Heads as specified. 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.

1.4 Continuing Education, Licenses and Training

1.4.1 The Employer shall support the Union in a continuing education program in stagecraft and shall assist in providing employees with related training education.

1.4.2 If work assigned by the employer requires an electrical license to be held by the employee the licensing fees, tuition and materials shall be reimbursed or paid by the employer.

1.4.3 The Employer may require employees to participate in additional training related to the employer's needs and the employee's job description. When such training is required, tuition and materials shall be reimbursed or paid by

the Employer. Training hours will be counted as hours worked and shall be compensated at straight time.

- 1.4.4 The Employer may direct employees covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required it shall be compensated as set forth in Article III: Wages; Overtime & Conditions.

ARTICLE II: Jurisdiction

2.1 This Agreement shall only apply to the PCPA. This Agreement shall not apply to the Oregon Convention Center, Brunish Hall, Main Street or the public lobbies of the various PCPA facilities. With respect to Department Heads covered by this Agreement, it is understood and agreed that the Union has jurisdiction over all stagecraft 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 may be assigned to perform work as required or as needed without regard to venue or departmental distinction. A Department Head 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 their primary responsibilities to the Employer as a head of department.

2.4 Relief Department Heads

2.4.1. When scheduling a leave of absence, the Department Head is responsible to find an available Relief Department Head who can perform the duties required to the satisfaction of the Employer and third parties paying for services. The Department Head will coordinate the replacement with the union. A Relief Head is responsible for the performance of all typical duties of the Department Head. In the event of a schedule change with inadequate notice, the Employer shall assist the Department Head in coordinating with the Union in assigning a Relief Department Head.

2.4.2 If a Relief Department Head is 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 a Relief Department

Head is required during the run of a production and the Relief Head is already on the presenter's payroll, the Relief Head may 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.

- 2.4.3 The Employer retains the right to reject any Relief Department Head referred. 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.
- 2.4.4 When a regular Department Head requests temporary leave during a performance run or work call, a shadowed performance call may be used. During a shadowed call a Relief Department Head learns the cues and duties associated with the performance. The Relief Head shall receive Department Head pay for all hours worked during shadowed calls.
- 2.4.5 Relief Department Heads who have been employed for more than 1,040 hours shall be granted paid leave as set forth in Article VIII, Section 4 of this Agreement.

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 Keller Auditorium and Arlene Schnitzer Concert Hall (ASCH), the first five (5) stage labor employees shall be Department Heads and employees of MERC. At the Newmark Theatre, the first four (4) stage labor employees shall be Department Heads and employees of MERC. The first (1st) 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 during the term of this contract shall serve a six-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. If the Union is unable to fill the call after the Employer provides the required notice, the Employer may fill the call by other means. 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-nine percent (29%) 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

3.1.1 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 to all employees performing the work described therein, and the exhibit, having been agreed to by the parties, shall be binding upon the Employer, the Union and employees covered by this Agreement. Upon ratification of this contract the wage rates in Exhibit A shall receive a cost-of-living increase in the amount of two and one tenths percent (2.1%) plus a market adjustment of one percent (1%). July 1, 2005 the wage rates in Exhibit A shall receive a cost-of-living increase based on the Wage Earner-All City Average (CPI-W) in the twelve-month period ending the previous April 30th, provided the minimum upward adjustment shall be two percent (2%) and the maximum upward adjustment shall be five percent (5%). January 1, 2006 the wage rates in Exhibit A shall receive a market adjustment of one percent (1%). Unless the contract is reopened pursuant to Article 3.1.2 below, on July 1, 2006 the wage rates in Exhibit A shall receive a cost-of-living increase (as described above) provided the minimum upward adjustment shall be two percent (2%) and the maximum upward adjustment shall be four percent (4%).

3.1.2 Effective July 1, 2006 or the date of contract ratification, whichever is later, the current salary structure will be adjusted by 3.7%, in the form of a 2.7% cost-of-living adjustment and a 1.0% market adjustment, so that the hourly pay rate for Department Head Stagehands moves from \$22.24 to \$23.07.

Deleted: By January 1, 2006, the Employer will complete a classification and compensation study for the job classifications covered by this agreement. The study shall be conducted with joint participation by the Union, including developing the list of comparable cities. The Employer will bear the cost of the study. If, based on the compensation study, the Union wishes to reopen the contract to negotiate wage rates for the third year of this agreement, it shall notify the Employer in writing no later than May 1, 2006.

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 provisions of this Agreement.
- 3.2.2 If an employee performs the duties of a higher paying classification, they 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 Daily overtime: 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 Year's 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 premium contained in Section 3.5.
- 3.3.5 Weekly overtime: The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. Hours worked in excess of forty (40) regular hours in an employee's workweek (Monday through Sunday) shall be compensated for at one and one-half (1 1/2) times the applicable 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 fifteen (15) 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.
 - a) Department Heads will be kept on call only when appropriate stage work is required by the Employer.
 - b) All Department Heads shall have a paid pre-call of no less than one-half ($1/2$) hour prior to the beginning of the performance and shall remain on the call until the performance is finished.
- 3.4.6 Employees covered by this Agreement working more than one hundred twenty (120) minutes between midnight and 8:00 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.
- 3.4.7 The wage rate applicable to employees (other than Department Heads) who perform maintenance work shall be determined on a case-by-case basis, depending on whether the work is performed without supervision, whether a special license is required or other factors particular to the specific job.

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. 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 Department Heads shall receive a minimum one (1) hour call immediately following each meal break.
- 3.5.3 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 premium. The value of a meal period premium 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. The meal period premium shall begin immediately at the end of the fifth continuous hour of work with no grace period.
- 3.5.4 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period premium, 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.
- 3.5.5 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.
- 3.5.6 No employee shall take a meal break during a performance or rehearsal.

ARTICLE IV: Health and Welfare

4.1 For all employees working under this Agreement other than department heads, the Employer agrees to contribute to the IATSE National Health & Welfare Fund the further sum of at least nine percent (9%) of the gross wages earned by each employee covered by this Agreement and employed by the Employer under its terms. The contributions are payable by the 10th of the month following the month of employment. These contributions are in addition to all wages and other sums required to be paid by this Agreement.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the IATSE National Health & Welfare fund, including all its rules and regulations (including, without limitation, the Statement of Policy and Procedure for Collection of Contributions payable to Employers) and any and all amendments and modifications thereto that may be adopted by the Trustees during the Terms of this Agreement. The Employer agrees to execute all documents necessary to support contribution to the IATSE National Benefit Funds.

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 fund health benefits to the same limits as funded for the majority of represented employees. Thereafter, Department Heads shall be eligible for Health and Welfare benefits currently provided to the Employer's represented employees on the 1st (first) day of the month following thirty (30) days of employment. Effective July 1, 2004 MERC shall contribute an amount not to exceed \$629.50 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2005 MERC will contribute an amount not to exceed \$692.50 per month and effective July 1, 2006 MERC will contribute an amount not to exceed \$727.00.

4.4 The Health and Welfare benefit package is in lieu of Section 4.1 and applies to Regular Department Heads only. If, during the term of this agreement, the Employer is unable to offer a choice between two health insurance plans, the Union may "opt out" of the Employer's health and welfare benefit package and may choose for all Department Heads the health and welfare benefits offered by the IATSE National Health & Welfare Fund. In the event that the Union chooses this option, the Employer shall contribute to the IATSE National Health & Welfare Fund the amounts required by Article 4.3.

4.5 A joint Labor-Management Committee comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs. Metro shall make available to the Committee current information regarding insurance premium rates and projected increases; as such information becomes available to Metro. The Committee shall meet to consider adjustments to benefits or coverage to stay below the specified Employer contributions for each year of the Agreement. Each employee shall contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised as provided in the Committee's by-laws. The Committee shall make recommendations to the Chief Operating Officer in an effort to keep health care costs under the amount set forth in this Article.

The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize remedies available under law including mediation and fact-finding.

4.6 Health benefits will be funded to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.

4.7 Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure, or to reduce employees' out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management Committee in Section 4.5 of this article.

4.8 The Employer will continue its participation in the PERS program as required by law. The employee PERS contribution shall be paid by the employee.

4.9 For those employees working under this Agreement for whom it is not required to make a PERS contribution, the Employer shall contribute an amount equal to seven percent (7%) of each employee's wages to the Entertainment Industry 401(k) plan. The Employer agrees to process employee contributions to the plan for those employees for whom the Employer makes contributions, subject to approval by the plan and review by Counsel for the Union.

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 2.4.2.

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 they have a grievance may present this grievance to their 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 I 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 or her 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. When work outside of the normal jurisdiction is performed, the terms and conditions of this agreement shall apply. Applicable wage rates shall be mutually agreed upon in advance.

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 under 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 Vacation. Regular Department Heads will receive one (1) week paid vacation for every one thousand (1000) hours worked.

8.4.1 No more than 2000 hours worked may be accrued towards paid vacation in each fiscal year.

8.4.2 Accrual of hours toward paid vacation for all department heads will begin at zero hours each July 1.

8.4.3 On June 30 of each year, accrued vacation hours below the 2000 threshold will be pro-rated as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>

Deleted: at the rate of .04 hours of vacation for each hour worked (i.e., 700 hours pro-rated will equal 28 vacation hours).

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<u>0 through 4</u>	<u>0.04 hours of vacation per hour worked</u>
<u>5 or more</u>	<u>0.06 hours of vacation per hour worked</u>

8.4.4 Vacation leave beyond two hundred and fifty (250) hours will be lost, unless reasons for an exception receive approval by the Facility Director and General Manager.

Deleted: Vacations must be taken no later than the end of the fiscal year following the year in which the vacation is earned.

8.4.5 All members of the bargaining unit who are employed as regular Department Heads as of June 28, 2006, will accrue vacation hours at the rate of "5 or more" years of service, regardless of actual years of service.

8.5 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 under 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.

8.5.1 Light Duty. When there is a compensational 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.

8.6 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.

8.7 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 10.3 below, any film, video or audio recording and/or transmission 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 listed in Exhibit A.

10.1.1 The recording rate shall apply at all times during recording and/or transmission to all crew-members from the beginning to the end of the recorded event.

10.1.2 If the Sound Department Head is utilized for his/her technical expertise beyond regular job duties or is asked to perform substantial other duties related to the recording of an event, then all hours worked on the event by the Sound Department Head shall be paid at the recording rate. If equipment is added for the purpose of recording, the applicable recording rate will be paid for the Sound Department for all hours from load-in to load-out, and will also apply to all crew required for the call from the beginning to the end of the recorded event.

10.1.3 When a special event takes place the recording rate shall apply to all crewmembers for all hours worked on the event, from load-in through load-out. For purposes of this Article, a "special event" is an event that is designed to be recorded, or for which recording is a primary purpose of the event, or which is produced with high production values that are the equivalent of a broadcast event. A single recorded performance during the run of a production, is not considered a special event for purposes of this Article.

10.2 At least one Department Head shall be employed at all times during the installation and operation of recording equipment.

10.3 Exceptions: Unless the recording is reproduced or transmitted for resale, the recording rate shall not apply for the purposes or under the circumstances listed below:

- a) Recording or transmitting for newscast purposes;
- b) Promotional activities for the event itself or for the purpose of selling tickets;
- c) Any event or activity presented by non-profit (as defined by Section 501(c) 3 of the Internal Revenue Code) performing, visual, civic, social, religious, or educational organization or institution;
- d) Closed circuit television within the performance facility, and remote simulcast, to a showing for which no admission is charged or resold in any form;
- e) The recording and/or transmission for public radio or television for crewmembers other than the Sound Department Head;

- f) Recording for archival or study purposes which utilize a single microphone and/or two (2) fixed cameras, for crewmembers other than the Sound Department Head.

ARTICLE XI: Term and Termination

11.1 Term. This Agreement shall be effective July 1, 2004 and shall remain in full force and effect until the 30th day of June 2007. 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.

MERC

IATSE LOCAL 28

<u>Jeff Miller</u> _____ Date MERC General Manager	<u>Chris Bateman</u> _____ Date IATSE Business Agent	Deleted: Mark Williams Deleted: Jon Morton
<u>Rachel Bertoni</u> _____ Date MERC Human Resources Manager,	<u>Jim Burbach</u> _____ Date President, IATSE Local 28	Deleted: Robyn Williams¶ PCPA Executive Director
<u>Don Scorby</u> _____ Date PCPA Operations Manager,		Deleted: Tanya Collier¶ MERC Human Resources Manager
<u>Tom Bugas</u> _____ Date PCPA Assistant Operations Manager		Deleted: Don Scorby
		Deleted: Dated this 28 th day of July, 2004.¶

**MERC/PCPA Exhibit A
July 1, 2004 to June 30, 2005**

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:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$29.06	\$14.53
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$43.59	\$21.80
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$58.12	\$29.06

GROUND RIGGER:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$22.11	\$11.06
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$33.17	\$16.58
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$44.22	\$22.11

TRUCK LOADERS:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$23.82	\$11.91
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$35.73	\$17.87
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$47.64	\$23.82

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

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$21.23	\$10.62
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$31.85	\$15.92
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$42.46	\$21.23

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$25.25	\$12.63
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$37.88	\$18.94
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$50.50	\$25.25

EXTRA PEOPLE: Carpenters, Flyman, Electrician, Properties and Sound

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$18.25	\$9.13
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$27.38	\$13.69
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$36.50	\$18.25

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$21.69	\$10.85
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$32.54	\$16.27
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$43.38	\$21.69

SPECIAL OPERATORS: Additional sound and light board, follow-spots, pyrotechnic scenic projector, automation and folk-lift operators

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$18.82	\$9.41
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$28.23	\$14.12
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$37.64	\$18.82

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$22.35	\$11.18
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$33.53	\$16.76
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$44.70	\$22.35

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

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$24.06	\$12.03
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$36.09	\$18.05
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$48.12	\$24.06

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$28.60	\$14.30
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$42.90	\$21.45
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$57.20	\$28.60

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

DEPARTMENT HEAD (WARDROBE):

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

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$21.23	\$10.62
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$31.85	\$15.92
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$42.46	\$21.23

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$25.25	\$12.63
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$37.88	\$18.94
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$50.50	\$25.25

DRESSERS (WARDROBE):

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$18.25	\$9.13
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$27.38	\$13.69
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$36.50	\$18.25

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$21.69	\$10.85
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$32.54	\$16.27
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$43.38	\$21.69

MOTION PICTURE OPERATORS:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$21.23	\$10.62
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$31.85	\$15.92
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$42.46	\$21.23

RECORDING RATES:

July 1, 2004 to June 30, 2005	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	\$25.25	\$12.63
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	\$37.88	\$18.94
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	\$50.50	\$25.25

INDEMNIFICATION AGREEMENT

This Agreement is made and entered into effective May 1, 2003 by and between Metropolitan Exposition-Recreation Commission, hereinafter called "Employer," 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, its Territories and Canada, hereinafter called the "Union."

RECITALS:

- 1. Union asked Employer to amend the collective bargaining agreement between the parties to require Employer to contribute to the IATSE National Health & Welfare Fund; and
2. Employer agreed to amend the collective bargaining agreement, provided that Union indemnifies it for any claims arising out of or related to the IATSE National Health & Welfare Fund.

AGREEMENT:

The parties agree as follows:

The Union shall indemnify, hold harmless, and defend Employer, its agents, employees, and elected officials from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from any activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from Employer's contributions to the Fund, including but not limited to claims asserted by Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph.

This Agreement will apply only if Employer is current on all of the health and welfare contributions on behalf of individuals required by the collective bargaining agreement.

This Agreement can only be modified by a written amendment, signed by Employer and Union. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in any way. No practices or customs which may arise between Employer and Union shall modify this Agreement or affect its meaning in any way.

Metropolitan Exposition-Recreation Commission

Local 28, Theatrical State Employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada

By: [Signature]

By: [Signature]

Date: 04/23/03

Date: 4/22/03

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