
COLLECTIVE BARGAINING AGREEMENT

**METROPOLITAN EXPOSITION-RECREATION COMMISSION
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

Effective September 6, 2023 to June 30, 2026

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Agreement

THIS AGREEMENT is made by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, an appointed Commission of Metro (hereinafter referred to as the "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 referred to as the "Union").

Purpose

For and in consideration of settled and harmonious trade conditions, mutually beneficial to the parties hereto, the Employer and the Union 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 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.

1.1.1 This Agreement includes only Regular Department Heads, and Relief Department Heads and Extra Stage Labor hired by the Employer as specified.

1.1.1.a **Regular Department Head** as used in Article 1.1.1 and throughout the collective bargaining agreement includes all employees of the Employer who are directly hired and regularly scheduled to perform the duties of stage operations within the job classifications for which they were hired.

1.1.1.b **Relief Department Head** as used in Article 1.1.1 and throughout the collective bargaining agreement includes all employees of the Employer, other than Regular Department Heads and Extra Stage Labor, who are called from the Union hall to fulfill the duties of a Regular Department Head as a substitute. The schedules of Relief Department Heads may vary widely with no guaranteed minimum number of work hours, except the minimums required by this agreement.

1.1.1.c **Extra Stage Labor** as used in Article 1.1.1 and throughout the collective bargaining agreement includes all employees of the Employer, other than Regular Department Heads and relief Department Heads, who perform stagecraft work at the Portland's venues, including but not limited to extra "stage maintenance labor" and extra "event stage labor."

This Agreement specifically exclude all extra stage labor employed by clients of the Employer; supervisors, security personnel, building maintenance

employees, clerical employees, casual non-stagehand labor, box office employees, ushers, ticket takers, and other professional trades employees.

- 1.1.2 Metropolitan Exposition-Recreation Commission meetings, Metro Council meetings, or other MERC or Metro in-house activities conducted at the Portland's Centers for the Arts facilities will 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.

1.2 **Dues and Work Fees**

The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees for all bargaining unit employees and Union membership dues for Regular Department Heads who have provided the Employer with written authorization for such deductions. Dues/work fees authorizations will continue in effect from year to year, unless revoked in writing as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions will be forwarded to the Union. The Employer will, no later than fifteen calendar days after each payday, remit all dues and work fees from employees' pay to the Union.

- 1.2.1 Work fees will be deducted in an amount of gross wages per pay period as designated by the Union.
- 1.2.2 Regular Department Heads' membership dues will be deducted in an amount equal to one-twenty-sixth of the total annual membership fees per pay period worked. No payroll deduction of dues will be made for any pay period in which the earnings received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earnings to cover the deduction of the applicable dues or fees. The Union will be the holder of records concerning union membership status.
- 1.2.3 Regular Department Heads who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer will deduct such voluntary payments in accordance with and on the same terms as provided in section 1.2.
- 1.2.4 **Indemnification:** The Union agrees that it will indemnify, defend, and save Employer, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement, or a combination hereof arising out of implementation of this Section 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.

- 1.3 **Equal Opportunity:** 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, color, religion, sex, national origin, age, marital status, familial status, gender identity or expression, sexual orientation, veteran status, disability, or any other status protected by law.

1.4 **Hiring – Regular Department Heads**

1.4.1 **Regular Department Heads:** The parties agree that the Employer is solely responsible for selecting and hiring Regular Department Heads. The selection of Regular Department Heads will not be subject to grievance, except that current employees may grieve transfer or promotion decisions on the basis of equal opportunity as provided in 1.3.

1.5 **Hiring - Relief Department Heads and Extra Stage Labor**

1.5.1 The Union will 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.

1.5.2 **Filling calls:**

1.5.2.a The Union will be given the first opportunity to refer applicants to the Employer for employment, and the Employer can hire from other sources only if the Union cannot supply the needed employees within the timeframes outline in Article I, Section 1.5.2.b and Article V, Section 5.3.

1.5.2.b In accordance with Article V, Section 5.3, the Employer will provide 14 days advance notice for all new work calls that require extra stage labor workers. When the Employer provides at least 14 days' advance notice, the Union will provide the call list at least seventy-two hours in advance of the start of the call.

1.5.2.c When the Employer states bona fide requirements or special skills and abilities in the request for employees, the Union will refer the first person on the list possessing such skills and abilities. The Employer may request referral by name, without regard to contrary hiring hall rules, in writing or by email explaining the reason for the specific request. The Union will make a good faith effort to comply with such requests, provided they are based on skills and qualifications (such as experience working with the equipment in the specific venue) and are not arbitrary or discriminatory.

1.5.2.d If work assigned by the Employer requires license or certification, the Union will provide only personnel possessing current valid licensure or certification. Employer retains the right to request proof of licensure or certification from the Union, when applicable.

1.5.2.e When riggers are specified for a work call, preference will be given to referents who hold ETCP or similarly recognized certification. The Union will provide personnel who possess the necessary level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of

the Employer.-

1.5.2.f The Union agrees to inform employees that they are required to arrive at any work calls with:

- i. All Extra Stage Labor, excluding Wardrobe: basic hand tools including hammer, adjustable wrench, pliers, diagonal cutters, screwdrivers, and gloves.
- ii. Wardrobe: work apron, scissors, safety pins, flashlight, needle, and thread.

1.5.3 Non-Discrimination

The Union agrees that when referring applicants for employment, its selection will be made in a lawful, non-discriminatory manner in accordance with the Union's Hiring Hall Rules. It is further agreed that the Hiring Hall Rules will adopt reasonable standards or criteria for the making of referrals and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis. No modifications to the Union Hiring Hall Rules will be adopted which are contrary to this Agreement.

1.5.4 The Employer has the right to reject, in writing, any job applicant referred by the Union in accordance with the provisions of this Agreement. The written notice to the Union must specify the cause for the rejection.

1.6 **Continuing Education, Licenses and Training**

1.6.1 The Employer will support the Union in a continuing education program in stagecraft and will assist in providing Regular Department Heads with related training education.

1.6.2 If work assigned by the Employer requires an electrical license to be held by a Regular Department Head the licensing fees, tuition and materials will be reimbursed or paid by the Employer.

1.6.3 The Employer may require employees, including but not limited to Regular Department Heads, 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 will be reimbursed or paid by the Employer. Training hours will be counted as hours worked and will be compensated at straight time. Training or meetings scheduled on the same day as a separate work call will not be subject to minimum call provisions described in Article VI, Section 6.4.1 when there is no more than a two-hour break between end of the first activity and the scheduled start time of the second activity. All other working conditions will remain in effect.

1.6.4 The Employer may direct employees, including but not limited to Regular Department Heads, covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required, they will be compensated for training.

1.6.5 The Employers agrees, in addition to all wages and other sums required to be paid

under this agreement, to pay the further sum of one percent of the gross wages earned by each employee to the IATSE Local 28 Training Fund. Such payment will be due and payable for work performed on and after the effective date of this Agreement and will be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by participating employers, said payments are to be deposited in the account in the name of "I.A.T.S.E. Local 28 Training Fund" and will be under the control of said Joint Board of Trustees; such contributions will be utilized for the purpose of supporting the education of stagehands.

- 1.6.6 The Employers agrees, in addition to all wages and other sums required to be paid under this agreement, to pay the further sum of one-half percent of the gross wages earned by each employee to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund will be made by check payable to the "IATSE Training Trust Fund," no later than the twentieth day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions will be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.
- 1.6.7 The Union will provide, on an annual basis, every January 30, an accounting of all training provided to bargaining unit employees, disaggregated by employee, date of training, and name of training, using training trust funds outlined in Article I, Sections 1.6.5 and 1.6.6. Employer reserves the right to discontinue payments under Article I, Sections 1.6.5 and 1.6.6, if a majority of bargaining unit employees employed by Employer within the preceding twelve months have not received any training funded by either of the training trusts.

ARTICLE II: Management Rights

- 2.1 The Employer will have and retain the sole responsibility for the management and operation of all Employer functions and direction and control of its work force, facilities, properties, programs, and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following, diminished only as required by law and this Agreement:
 - 2.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments.
 - 2.1.2 Planning, directing, controlling, and determining the operations or services of Employer.
 - 2.1.3 Determining the methods, means, and, subject to Article III Sec. 3.2, the number

of personnel needed to carry out any department's or facility's mission.

- 2.1.4 Hiring and assigning or transferring employees within or between departments or facilities.
- 2.1.5 Promoting, suspending, disciplining, or discharging, consistent with this Agreement.
- 2.1.6 Laying off or relieving employees due to lack of work or funds.
- 2.1.7 Introducing new or improved methods, equipment, or facilities; and
- 2.1.8 Directing the work force and issuing, making, changing, publishing, and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining, provided they are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. The Employer agrees the Union has the right to challenge work rules through the grievance procedure if it believes the work rule to be arbitrary and/or capricious.

ARTICLE III: Jurisdiction

- 3.1 This Agreement only applies to the Portland's Centers for the Performing Arts. It is understood and agreed that the Union has jurisdiction over all stagecraft performed by stagehands employed by the Employer to work in Portland's Centers for the Arts facilities as described in Section 3.2.
- 3.2 Both parties to this Agreement recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
 - 3.2.1 There will be five production departments that cover the working jurisdiction and responsibilities of the Union under this Agreement. These departments are known as Carpentry, Electric, Sound, Fly and Property. There will be a Regular Department Head for each department. Each Regular Department Head will appropriately maintain the equipment and coordinate the personnel working within their production department.
 - 3.2.2 At the Keller Auditorium and the Arlene Schnitzer Concert Hall, the first five stage labor employees will be Regular Department Heads and employees of Employer. At the Newmark Theatre, the first four stage labor employees will be Regular Department Heads and employees of Employer. The first stage labor employee at the Winningstad Theatre will be a Regular Department Head and an employee of Employer. For commercial productions or when the fly system is active during

performances and rehearsals, there will be an additional Department Head in addition to a Regular Department Head in the Winningstad Theater. For theatrical productions in the Brunish Theatre, the Employer will request the Hiring Hall dispatch a qualified worker to work the load in through load out at Regular Department Head pay. For non-profit productions in the Brunish Theater, the Employer will request the Hiring Hall dispatch a qualified worker for a minimum call for both load in and load out at Regular Department Head pay.

- 3.2.3 A minimum of two Department Heads will be required backstage during any performance in the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Newmark Theatre. At least one Department Head will be employed at all times during the load in, operation, and load out of recording equipment
- 3.2.4 The minimum head requirements above do not apply to department-specific maintenance work, inspections of the equipment or systems, and pre-production work that is not load-in, pre-hang, pre-rig, or advance call work. At least one head will be called for such work.
- 3.2.5 Reductions from the minimums in this section (3.2.2) will be determined by mutual agreement of the Union Business Representative and the Employer's authorized representative in accordance with the needs of the event.
- 3.2.6 At the Newmark Theatre, when a production brings an Orchestra to perform from the pit, an additional Department Head will be assigned for setting and striking the Orchestra pit and during all rehearsals and performances. This provision will not supersede a client's Collective Bargaining Agreement with IATSE.
- 3.2.7 When a production uses a box truck or trailer measuring 26 feet or less, a minimum of two truck loaders will be employed for the call. When a production uses a truck or trailer measuring over 26 feet, a minimum of four (4) truck loaders will be employed for the call. Double stacked, overloaded, improperly secured, or otherwise problematic loads will require additional loaders to be handled safely. These minimums do not apply when a non-profit production is using the Brunish or Winningstad Theaters.

- 3.3 Personnel engaged by the Employer to perform the work covered under this Agreement will 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 will conform to work rules regarding procedures and methods of operation. The Employer will provide all specialized tools necessary for each Regular Department Head's position. Any tools purchased by the Employer become property of the Employer and

will remain on the Employer's premises at all times, without written consent of the Employer.

3.4 Assignment of Department Heads: The Employer will determine the specific job assignments of all individuals employed under this Agreement. Employer acknowledges that Department Heads, who are primarily assigned to a specific venue, are the experts in their position in that venue, and it is in the best interest of the Employer to keep them in these venues. While the Employer has the right to reassign Department Heads as business needs dictate, these reassignments will not be done arbitrarily or capriciously. The Employer may move Department Heads to different venues on a temporary basis based on special needs (e.g., absence of the Regular Department Head, need for particular skills, training a new hire) and provided the Regular Department Head is qualified to perform the temporary job. No Regular Department Head's assignment outside the department head's regular venue or department will interfere with the safe and professional execution of their primary responsibilities to the Employer as a head of department.

3.5 Payroll Coordinators. When the Union refers Extra Stage Labor to the Employer, if the Employer determines a Payroll Coordinator is needed, the Union will include among the employees referred for each call at least one individual qualified to perform the duties of Payroll Coordinator. The Employer will have the final decision of who the Payroll Coordinator will be for each attraction.

3.5.1. The Payroll Coordinator will be paid the Special Operator rate shown in Exhibit A of the parties' collective bargaining agreement.

3.5.2. The Payroll Coordinator, will perform the following duties:

a. Check the list of employees referred and keep a daily record, in the format provided by the Employer, of time worked by each employee on the job, and the rate and position occupied by each employee, and submit the payroll to the employer, on a daily basis.

b. Ensure that all employees have filled out appropriate employment forms for the Employer.

c. Keep the official "time" for the event, including call times, meals periods, overtime periods and the other coordination of time for the event.

d. When not engaged in the duties described above, will be a member of the working crew, as assigned by the Employer.

ARTICLE IV: Probation and Breaks in Service

4.1 Probation

All Regular Department Heads hired during the term of this contract will serve a six-month probationary period.

4.1.1 Just cause protections for Regular Department Heads, Relief Department Heads and Extra Stage Labor are described in Article XI, Discipline and Discharge.

4.2 Breaks in service

Any individual who does not work for the Employer for twelve or more consecutive months will be deemed to have separated from Employer. An individual who returns to work after a twelve-month break in service will be required to complete any applicable probation and re-qualify for any contractual benefits conditioned on length of employment or hours worked for Employer. If the individual has taken any statutorily protected leave, calculation of the length of the break in service will comply with all relevant legal requirements, which may call for more than twelve months of protected leave. Leave may also be extended beyond twelve months in accordance with the terms of Employer's personnel policies.

ARTICLE V: Scheduling

5.1 Requests for Time Off

Other than for reasons applicable to the sick leave policy, Regular Department Heads are responsible for requesting time off at least two weeks in advance.

5.1.1 Regular Department Heads will use the Employer's timekeeping system to request time off. Requests for vacation will be processed consistent with Article VIII (Vacation).

5.1.2 Regular Department Heads will provide notice of unavailability for scheduling by requesting time off through the Employer's timekeeping system.

5.1.3 Employer retains the right to deny time off requests when more than two Regular Department Heads from the same venue request the same days off, unless to do so would violate the law. Requests for time off will not be denied for arbitrary and capricious reasons.

5.1.4 At the time the request is made, the Regular Department Head will recommend an available Relief Department Head who can perform the duties required to the satisfaction of the Employer and third parties paying for services. In the event of a schedule change with less than two weeks' notice, the Regular Department Head is still responsible for recommending an available Relief Department Head.

5.2 Relief Department Heads

The Employer will coordinate the scheduling of a Relief Department Head with the Union by requesting an individual by name to be dispatched by the Union. A Relief Head is responsible for the performance of all typical duties of the Department Head. The Employer retains the right to reject any Relief Department Head referred.

5.2.1 If a Relief Department Head is required for single events or for predetermined periods of time, the Relief Department Head will be engaged under the terms and conditions of this Agreement. Relief Department Heads will be paid through a mutually agreed on payroll company as specified under Section 5.3.1.

5.2.2 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.), Regular or Relief Department Heads who start a show must complete it, subject to Article XI.

5.2.3 When a Regular Department Head requests temporary leave during a performance run or work call, a shadowed performance call or additional training may be required for their replacement. Both determinations will be made at the sole discretion of the Employer. During a shadowed call, a Relief Department Head learns the cues and duties associated with the performance. The Relief Head will receive Regular Department Head pay for all hours worked during shadowed calls or training.

5.3 **Extra Stage Labor:** When Extra Stage Labor beyond the number of Regular Department Heads is needed to perform maintenance or other tasks, the Employer will notify the Union at least fourteen calendar days in advance of the time and location of the calls and the number of personnel needed. When the Employer provides at least fourteen days' advance notice to the Union, the Union will provide the qualified personnel to fill the call no later than seventy-two hours in advance of the call. If the Union is unable to fill the call by the required notice period, the Employer may fill the call by other means.

5.3.1 Extra Stage Labor is subject to the terms and conditions of this Agreement and will be paid according to Exhibit A. Extra Stage Labor will be paid through a mutually agreed on payroll company.

5.3.2 The Employer retains the right to reject any Extra Stage Labor referred by the Union *(except as modified by Article 11.2.4.)*

5.4 **Notice of Resignation or Retirement:** No employee working under this Agreement will resign unless two weeks' written notice is given to the Employer. The employee will send a copy of said notice to the Business Representative of the Union. The parties may mutually agree to a shorter period of notice, should conditions warrant.

ARTICLE VI: Wages; Overtime & Conditions

6.1 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, will be binding upon the Employer, the Union, and employees covered by this Agreement.

- The wages reflected in Exhibit A include a four-and-a-half percent (4.5%) increase that became effective July 1, 2023.
- Effective the pay period including July 1, 2024, Employer will increase the wages reflected in Exhibit A by the CPI-U, West Region, as released in December 2023 for the previous 12 months, but no less than 3.5% and no more than 8%.
- Effective the pay period including July 1, 2025, Employer will increase the wages reflected in Exhibit A by the CPI-U, West Region, as released in December 2024 for the previous 12 months, but no less than 3.5% and no more than 8%.

Wages for truck loaders will remain at the current rate of \$39.61 per hour throughout the current agreement with no additional increases.

6.2 Conditions of Regular Time

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

6.2.2 If an employee performs the duties of a higher paying classification, they will receive the higher rate specified in Exhibit A. Such time will be paid in one-hour increments. At no time will a Regular Department Head receive less than Regular Department Head rate. If Regular Department Heads are not available for any work, their replacement Relief Department Heads will receive Regular Department Head pay, or greater as determined by work performed.

6.3 Conditions of Overtime

6.3.1 When employees are engaged for work calls during the hours of 12:00 midnight and 8:00 a.m., the wage rate will be two times the regular straight time hourly rate. The hourly wage rate will revert to the regular hourly rate at 8:00 a.m., except under the conditions of Section 6.4.11.

- 6.3.2 **Overtime:** Overtime is either time worked over eight (8) hours in a day or over forty hours within one workweek. The first eight hours worked in a single workday will be considered as regular hours for purposes of weekly overtime. The overtime wage rate will be one and one-half times the applicable hourly rate. For accounting purposes, the work week will begin at 12:01 a.m. on Monday and end at 12:00 a.m. (midnight) the following Sunday.
- 6.3.3 **Holidays:** When employees are engaged for any work call on a holiday during the twenty-four-hour period constituting a holiday (12 midnight to 12 midnight), the employee will be compensated at two times the regular straight time hourly rate. Holidays for purposes of this Agreement are:

Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Fourth of July	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

- 6.3.4 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 will not exceed two times the regular straight time rate. The limit on premium pay will not apply to the meal premium contained in Section 6.5.
- 6.3.5 Except as provided in this Article, the Employer retains the right to monitor all overtime and schedule employees in a manner that promotes employee safety.
- 6.3.6 Notwithstanding Section 6.3.5, no employee will be replaced or removed after eight hours per day or after forty hours per week for the purpose of preventing payment of overtime or premium wage scale.
- 6.3.7 The Employer has the right to schedule a separate crew when work with more than one promoter makes around-the-clock and multiple shift work necessary.
- 6.3.8 If a single promoter event is expected to result in the employee working more than 24 continuous hours, the Employer will notify the Union and endeavor to schedule staff in a manner that ensures both safety and continuity of work.

6.4 **Conditions of Wage Policy**

- 6.4.1 Minimum calls will be four hours pay at the rate applicable to the time of day the four-hour call falls within, except that no rate other than the regular base rate will be paid on minimum calls unless employees are actually working during premium times.
- 6.4.2 Maintenance work and inspections of the five production departments covering the working jurisdiction and responsibilities of Regular Department Heads under this Agreement will be performed as directed by management and/or manufacturer requirements. The appropriate Regular Department Head will lead the work.
- 6.4.3 When initiated by Regular Department Heads, maintenance work and department specific pre-production work that is not load-in, pre-hang, pre-rig, or advance call work, inspections of the equipment or systems under their care will have no minimum call requirements. Extra Stage Labor needed to perform maintenance work or other tasks under the direction of a Regular Department Head will be paid as Grips/Extra People, or greater as determined by the work performed.
- 6.4.4 For purposes of computing time under this Agreement, any fraction of a half-hour over five minutes, when worked by an employee, will be considered a full half-hour.
- 6.4.5 In no event will wages be duplicated or pyramided. Compensation will not be paid more than once for the same hours under any provision of this Article.
- 6.4.6 Employees will be allowed an uninterrupted rest period of fifteen minutes on the Employer's time for each continuous four hours of working time. Rest periods will be scheduled as nearly as possible to the midpoint of the work period and no later than two and one-half hours from the start of the work period or last scheduled break.
- 6.4.7 Employees will receive pay for the hours worked on an hourly, continuity of service basis unless a break of more than one-hundred-twenty minutes is given. If the break exceeds one-hundred-twenty minutes, the initial call-in and any callback will be treated as separate calls. Employees may be assigned to other tasks to complete the minimum call or for work in addition to the minimum work call.
- 6.4.8 Employees will be kept on call only when appropriate stage work is required by the Employer.

- 6.4.9 All employees will have a paid pre-call of no less than one-half hour prior to the beginning of the performance.
- 6.4.10 Employees will remain on the show call until the performance is completed. Employees will be released for load-in and load-out by the Employer or the Employer's designated individual.
- 6.4.11 Employees covered by this Agreement working more than one hundred twenty minutes between midnight and 8:00 a.m. will continue receiving the same rate of pay as specified in 6.3.1 until the employee has received no less than an eight-hour rest period.
- 6.4.12 The wage rate applicable to employees (other than Regular and Relief Department Heads) who perform maintenance work will 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.
- 6.4.13 Absent unusual circumstances beyond the Employer's control, the Employer – will provide at least forty-eight hours advance notice prior to the originally scheduled call time for the event to employees covered by the Agreement.
- 6.4.14 If the Employer cancels a call within four hours of the scheduled start time, the employee will be paid a four-hour minimum. If the Employer delays a call within two hours of the scheduled start time, the employee will be paid from the original start time.

6.5 Meal Period Breaks During Employment

- 6.5.1 All employees covered by this Agreement will have an unpaid meal period of at least one hour duration that begins no earlier than the third and no later than the end of the fifth continuous hour (<300 minutes) of work except as noted below. 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, professional manner.
- 6.5.2 When working for Portland's Centers for the Arts on a venue maintenance call, an unpaid meal break of one-half hour will be allowed, at the option of the employee.
- 6.5.3 **Mutually Agreed Exceptions:** If the Employer or a presenter has a special situation and Employer wishes to negotiate an exemption or modification to these conditions, it will contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. Should the representatives of both the Employer and the Union fail to mutually agree upon

a revised meal period break, the Employer will pay each employee a meal period premium.

Meal Period Premiums: The value of a meal period premium will be computed as being equal to one and one-half times the applicable hourly rate until such a meal period is allowed. If no meal is given by the end of the seventh hour, then the meal premium will be computed as being equal to two times the applicable hourly rate until such a meal period is allowed.

- 6.5.4 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 minutes to consume the meal. Employees will receive continuous pay during the thirty-minute meal period.
- 6.5.5 Definition of adequate meal: Between 8:00 A.M. and 8:00 P.M., an adequate meal is cold sandwiches and/or deli trays, salad, chips, and drinks. Between 8:00 P.M. and 8:00 A.M., an adequate meal is a hot entrée, two sides, and drinks.
- 6.5.6 If a meal period falls between the hours of 8:00 P.M. and 8:00 A.M., an adequate hot meal and a one-half hour period in which to eat must be provided. Employees will receive continuous pay during the one-half hour meal period.
- 6.5.7 No employee will take a meal break during a performance or dress rehearsal. In the Winningstad Theatre, no employee will take a meal break during a performance or any type of rehearsal.
- 6.5.8 Department Heads will receive a minimum two-hour call immediately following each unpaid meal break.
- 6.6 Time sheets submitted to the Employer will not be altered by the Employer without notification to the affected employee of any such alteration.
- 6.7 Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer's regular payroll period.
- 6.8 No employees covered by this Agreement will donate their services without prior, mutual, written consent of the Employer and the Union.

ARTICLE VII: Health and Welfare

7.1 Joint Labor-Management Committee

The Employer's Joint Labor-Management Committee (JLMC) for Health Benefits comprised in accordance with adopted by-laws will review health, dental, and vision

insurance plans and costs, and will make plan offering recommendations to the Employer's Director of Human Resources and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Employer. The Union is entitled to select one member to serve and vote on the Joint Labor-Management Committee on Health Benefits.

Employer will make available to the Committee current information regarding insurance premium rates and projected increases as such information becomes available to Employer. The committee will meet to maintain an ongoing review of health benefit related issues for employees of Employer.

A lawful meeting will be comprised of an equal number of Union and Employer Committee members with not less than two of each group. The Committee will make recommendations to the Director of Human Resources and Chief Operating Officer. The Chief Operating Officer will consider the Committee's recommendations and have the authority to make plan modifications as necessary.

- 7.2 **Benefit Eligibility:** Regular Department Heads will be eligible for Health and Welfare benefits currently provided to the Employer's represented employees. Eligibility will begin on the first day of employment for all benefit eligible Regular Department Heads who elect to participate in one of Employer's plans.

7.3 **Premium Sharing for Regular Department Heads**

Employer will contribute ninety-two percent and employees will pay eight percent of the premium costs.

7.3.1 Employer agrees to pay \$150 per month to any Regular Department Heads who provide proof of other medical coverage and who opt out of medical and dental coverage through Employer.

7.3.2 **Plan Changes:** If Employer does not voluntarily change plans, but rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Employer and the Union agree to accept those changes or go to the next best available plan at such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time will Employer operate outside of the health insurance plan structure that it is offering employees.

- 7.4 The Health and Welfare benefit package is in lieu of Section 7.6 and applies to Regular Department Heads only. If, during the term of this agreement, the Employer is unable to offer a choice between HMO and PPO/ indemnity plans, the Union may "opt out" of the Employer's health and welfare benefit package and may choose for all Regular Department

Heads the health and welfare benefits offered by the IATSE National Health and Welfare Fund. Employer's implementation of a lack of offering both an HMO and PPO/indemnity plan will be the qualifying event for the Union to opt out. In the event that the Union chooses this option, the Employer will contribute to the IATSE National Health and Welfare Fund an amount equal to the amount the Employer was contributing for the employee at the time they opted out; however, it may be changed in the event the employee has a qualifying event that would allow them to add or delete a dependent. In such case the Employer will contribute the amount it would have contributed prior to the elimination of the plan had those dependents been added or deleted prior to the plan change.

7.5 Health benefits will be funded to the limits listed.

7.6 IATSE National Health and Welfare Fund

7.6.1 For all Relief Department Heads and Extra Stage Labor working under this Agreement, the Employer agrees to contribute to the IATSE National Health and Welfare Fund nineteen percent of the gross wages earned by each employee covered by this Agreement and employed by the Employer under its terms for the length of the contract. The contributions are payable by the tenth 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.

7.6.2 The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the IATSE National Health and 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 Health and Welfare Fund.

7.6.3 The Employer's obligation to make contributions to the health and welfare plan, described above will 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 will 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 will not be construed as a guarantee of any specific level of benefits and the Employer's only obligation under the terms of this Agreement – will be to make the monthly contribution described above.

- 7.6.4 The Union will indemnify, hold harmless, and defend the 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 and Welfare Fund ("Fund") or from the Employer's contributions to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health and Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This provision will apply only if the Employer is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.
- 7.7 **Life, Long Term Disability, and Accidental Death and Dismemberment Insurance:** Life insurance, dependent life, long-term disability, and accidental death and dismemberment coverage will be provided to all employees who are health insurance benefit eligible. Such coverage will be provided at no cost to the employee unless adjustments are made because of recommendations made by the Joint Labor Management Committee to minimize medical, dental, and vision costs.
- 7.8 The Employer will comply with the Affordable Care Act and all applicable legal requirements related to health care reform.
- 7.9 **Employee Assistance Program:** The Employer will provide at no cost to Regular Department Heads, Relief Heads, and Extra Stage Labor an employee assistance program, subject to approval of funding by Metro Council.

ARTICLE VIII: Vacation

8.1 Eligibility

- 8.1.1 **Regular Department Heads:** Regular Department Heads who successfully completed the probationary period in Article IV are eligible to take accrued vacation leave with pay.
- 8.1.2 **Relief Department Heads:** Relief Department Heads who have been employed for more than 1040 hours during one fiscal year are eligible to take accrued vacation leave with pay.

8.2 Vacation Accrual

Regular Department Heads will accrue vacation at the rate shown below:

Years of Service	Accrual Rate
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0 through 48 months (4 years)	0.04 hours of vacation per hour worked and during paid time off.
48 months (4 years and one day)	0.06 hours of vacation per hour worked and during paid time off.
120 months (10 years and one day)	0.08 hours of vacation per hour worked and during paid time off.
180 months (15 years and one day)	0.088 hours of vacation per hour worked and during paid time off.
240 months (20 years and one day)	0.092 hours of vacation per hour worked and during paid time off.
300 months (25 years and one day)	0.096 hours of vacation per hour worked and during paid time off.

8.2.1 Relief Department Heads who are not also employed as Regular Department Heads will accrue vacation at the rate shown above for 0 through 4 years of service.

8.2.2 Regular and Relief Department Heads will not be allowed to accrue more than two hundred and fifty hours of vacation leave. If an employee is close to reaching the two-hundred-fifty-hour cap, the employee will request to schedule vacation as described in 8.3 of this Article.

8.3 **Scheduling of Vacations:** Vacation requests will be consistent with Article V (Scheduling). Requests must be submitted through the Employer's timekeeping system and approved by Employer. Requests for vacation leave will be submitted at least two weeks prior to desired vacation time. Exceptions to this two-week advance request requirement may be made for emergencies and/or at the Employer's discretion. Vacation requests will be approved or denied in writing within one week of the request.

8.4 **Vacation Pay Upon Termination:** A Regular Department Head who successfully completed the initial probationary period and is separated from Employer will be entitled to payment for accrued vacation leave. In no case will payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave will be paid in the same manner that salary due is paid.

8.5 **Breaks in Service:** Eligibility to take vacation and to receive higher accrual rates based on years of service is subject to the Break in Service provision in Article IV.

ARTICLE IX: Retirement Benefits

- 9.1 **Public Employees Retirement System:** The Employer will continue its participation in the Oregon Public Employees Retirement System (PERS) program as required by law. Employer will provide all new employees with information regarding PERS. Employer will pay the employee's PERS contribution in the amount of six percent of the employee's base salary, for those who qualify for PERS.
- 9.2 For Relief Department Heads and Extra Stage Labor working under this Agreement for whom it is not required to make a PERS contribution, the Employer will contribute an amount equal to seven percent 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 X: No Strike or Lockout

- 10.1 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. The Employer and the Union each agree that neither – will engage in any strike, slow-down, other work stoppage or lockout except in compliance with and as permitted by Oregon law.
- 10.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section 10.1, 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 10.1 above to return to work.

ARTICLE XI: Discipline and Discharge

11.1 Disciplinary actions will include only the following:

- Oral reprimand,
- Written reprimand,
- Suspension, or
- Termination (discharge).

11.1.1 The Employer may select any of these disciplinary actions as appropriate to the circumstances.

11.1.2 If the Employer has reason to discipline an employee, every reasonable effort will be made to avoid embarrassment to the employee before other employees or the public.

11.1.3 The Employer will send the Union notice of any disciplinary action.

11.2 Just cause for discipline includes, but is not limited to: unsatisfactory work performance, violation of Employer personnel policies, 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.

11.2.1 Regular Department Heads who have completed the required six-month probation described in Article IV will not be subject to termination or other discipline without just cause.

11.2.2 Relief Department Heads and Extra Stage Labor are entitled to just cause rights upon completion of five-hundred-twenty hours of work for the Employer. The calculation date for the five-hundred-twenty hours begins July 1, 2010.

11.2.3 Just cause rights are subject to the break in service provision in Article IV.

11.2.4 No individual working under this Agreement will be removed for arbitrary or capricious reasons regardless of probationary status or length of service.

11.3 If feasible, the Employer will give the Union and affected employee two weeks' written notice of intent to discharge, but nothing in this Agreement will require the Employer to provide such notice. In situations where an employee is discharged with less than two weeks' notice, or otherwise removed from the job without prior warning, the employee will 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 will not apply.

ARTICLE XII: Resolution of Disputes

12.1 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. Employees (either alone or with a Union representative) and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved, a written grievance may be initiated and pursued following the procedures in this Article.

12.1.1 At all steps listed below, a grievance must be signed by a Union representative and must include a written 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.

12.1.2 The Employer or its designee(s) will meet at mutually convenient times with the Union.

12.2 Steps of Grievance Procedure

12.2.1 Step I - Supervisor: An employee or the Union may present a written grievance to their immediate supervisor within fourteen (14) calendar days of the date on which the grievant knew or should have known of the events giving rise to the grievance. The Human Resources Department will simultaneously receive a copy of the grievance.

Within fourteen calendar days of the Step I filing, the supervisor, grievant, and Union will meet to attempt to resolve the grievance. The employee's supervisor will respond to the grievance in writing within fourteen calendar days after the Step I meeting. If no Step 1 meeting is held within 14 days of the grievance filing, and the parties do not agree in writing to suspend that timeline, the response is due 14 days from the date of the grievance filing.

12.2.2 Step II – Executive Director: If a written grievance is not resolved at Step I, the Union may advance the grievance to Step II by submitting it to the Executive Director within fourteen calendar days of receipt of the supervisor's Step I written response or, in the event no response was provided, within fourteen calendar days of the date the deadline for holding the Step I meeting. The Human Resources Department will simultaneously receive a copy of the grievance.

Within fourteen calendar days of the Step II filing, the Executive Director will meet with the Union (and grievant if desired) to attempt to resolve the grievance. The Executive Director will respond to the Step II grievance in writing

within fourteen calendar days after the Step II meeting. If no Step 2 meeting is held within 14 days of the Step 2 appeal, and the parties do not agree in writing to suspend that timeline, the response is due 14 days from the date of the Step 2 appeal.

- 12.2.3 Step III – General Manager, Visitor Venues:** If a written grievance is not resolved at Step II, the Union may advance the grievance to Step III by submitting the grievance to the General Manager, Visitor Venues within fourteen calendar days of receipt of the Executive Director's Step II written response or, in the event no response was provided, within fourteen calendar days of deadline for holding the Step I meeting. The Human Resources Department will simultaneously receive a copy of the grievance.

Within fourteen calendar days of the Step III filing, the General Manager, Visitor Venues, or their designee will meet with the Union (and grievant if desired) to attempt to resolve the grievance. The General Manager, Visitor Venues or their designee will respond to the Step III grievance in writing within fourteen calendar days of the Step III meeting. If no Step III meeting is held within fourteen days of the Step III appeal, and the parties do not agree in writing to suspend that timeline, the response is due fourteen days from the date of the Step III appeal.

12.3 Arbitration

- 12.3.1** If the grievance is still unsettled, the Union may within fourteen calendar days of the date of the Employer's Step III response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step III, notify the Employer and the Director of Human Resources in writing of its desire to have the matter arbitrated by a third party agreed upon by Employer and the Union.

- 12.3.2** In order to advance the grievance, the Union will request a list of seven arbitrators from the State of Oregon Mediation and Conciliation Services within fourteen calendar days from the request for arbitration. Upon receipt of the list of arbitrators within fourteen days both the Employer and the Union have the right to strike three names from the list alternately; the last name remaining - will be the impartial arbitrator. The Employer and the Union will flip a coin to determine who strikes first.

- 12.3.3** The designated arbitrator will conduct a hearing. The arbitrator will issue a decision, which will be final and binding on the Employer, the Union, and all involved employees. The arbitrator will have no authority to amend, modify, nullify, ignore, or add to the provisions of this Agreement and will decide only the grievance presented. The arbitrator's decision and award will be based on their interpretation of the meaning or application of the terms of this

Agreement to the facts of the grievance presented. The arbitrator will not render an award inconsistent with retained management rights of the Employer.

12.3.4 Expenses for the arbitrator will be borne equally by the Employer and the Union; however, each party will be responsible for compensating its own representatives and witnesses.

12.3.5 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 will jointly share the cost of the transcript and all copies.

12.3.6 If either party fails to proceed with the procedures of this Section within thirty days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.

12.4 Time Limits: Both parties will strictly adhere to the time limits of this grievance and arbitration procedure. If the employee or the Union fails to advance the grievance within the specified time limit, the grievance will be deemed abandoned and the Employer will have no further obligation to process or arbitrate the grievance. If at any step of the grievance procedure the Employer does not formally respond within the specified time limit, it will be assumed that the Employer rejected the grievance, and the next step of the grievance procedure will be available.

12.4.1 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.

12.4.2 For purposes of this Article, the date of receipt will be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.

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

12.6 The provisions of this Article will 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 XIII: Miscellaneous Provisions

13.1 Inspection Privileges

Authorized agents of the Union will have access to the Employer's establishment during working hours for the privilege of discussing with employees the union and its role, adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that no interruption of work will occur.

13.2. New Hires

Via a twice a month report the Employer will notify the Union of all new hires in the bargaining unit. Such notification will include the employee's name, date of hire, job classification, and phone number. The Employer will provide such information to the Union's Business Representative.

The Employer will provide the Union with advanced notice of all new employee orientation sessions for new hires covered in this agreement and will further afford the Union sufficient time during such orientations to address newly hired employees.

13.3 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 will future work be covered by this Agreement. Employees will 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 will apply. Applicable wage rates will be mutually agreed upon in advance.

13.4 Labor Management Committee

The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. The committee will be composed of equal numbers of union and management representatives and will meet at mutually convenient times to discuss means of increasing the effectiveness of operations, procedures, and staffing measures.

ARTICLE XIV: Safety and Workers' Compensation

- 14.1 **Workers' Compensation Insurance:** It is agreed by the Employer that the employees will be insured according to the requirements of Oregon Revised Statutes ch. 656.
- 14.2 **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 will respond promptly to alleged unsafe conditions brought to its attention by an employee. The Union will appoint one or two members to the Portland's 5 Centers for the Arts Safety Committee and may discuss safety issues of mutual concern and make recommendations to the Technical Production Services Manager of the Portland's 5 Centers for the Arts regarding safety issues pertaining to employees.
- 14.3 **Modified Duty:** When there is a compensable on-the-job injury and the Department Head is released for modified duty by a physician, Risk Management will meet with the Union Business Representative, the Technical Production Services Manager, and a Human Resources representative to determine a suitable and available light duty assignment.

ARTICLE XV: First Opportunity 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 XVI: Recording - Video and Audio

- 16.1 **Commercial Recording Purposes:** Any streaming digital reproduction, film, video, or audio recording reproduced or transmitted for sale.
- a) All employees performing services for Commercial Purposes under this Agreement will be compensated at the recording rate listed in Exhibit A from beginning of load in to end of load out.
- 16.2 **Non-Commercial Recording Purposes:** Any streaming digital reproduction, video or audio recording NOT produced for sale or transmitted for sale, including public radio or television.
- a) Only the Department Head Sound and Department Head Electrician, if special lighting is needed, will receive recording rates for all hours worked the day of the actual recorded performance or recorded rehearsal.
- b) Recording rates will not apply for the following:

- For closed circuit television within any Portland's Centers for the Arts facility.
- When recording and/or transmission for newscast purposes provided the broadcast segment is no longer than five (5) minutes.
- For promotional activities for the event itself or for the purpose of selling tickets.
- Recordings limited for internal employer or staff development.

16.3 Special Exception to recording rates for the Oregon Symphony Association:

The Parties agree that when the Oregon Symphony Association records events for public broadcasting:

16.3.1 All Department Heads will receive recording rates for hours worked from the beginning to the end of the recorded musical performance.

16.3.2 Department Head Sound will receive recording rates as indicated in Article 16.2(a).

ARTICLE XVII: Overpayments and Underpayments of Wages and Benefits

17.1 Overpayments

In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer will recover the overpayment as follows:

17.1.1 The Employer will notify the employee in writing of the overpayment. The Employer will notify the Union of overpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an overpayment exists and the amount of wages and/or benefits to be repaid.

17.1.2 The employee will respond to the overpayment notification within fourteen calendar days. The employee may respond by (1) accepting the Employer's proposed repayment schedule by completing and returning a form provided by the Payroll Division; (2) disputing the existence or amount of the overpayment by filing a Step I written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.

17.1.3 If the employee does not accept the Employer's proposed repayment schedule within fourteen days, the employee, the Union (at the request of the employee) and the Employer will attempt in good faith to reach mutual agreement on the

amount of the overpayment and a repayment schedule within fourteen days of the employee's response. The parties may extend this timeline by written mutual agreement.

17.1.4 Payroll deduction may be used to recover all or part of an overpayment only if authorized by the employee in writing. At the employee's request, the Union may authorize the use of payroll deduction on behalf of the employee.

17.1.4.1 The employee (or the Union, if applicable) may provide authorization by completing and returning a form provided by the Payroll Division.

17.1.4.2 The Payroll Division may agree to process a payroll deduction if written authorization is provided in a format other than the form provided, but it is not required to do so. At a minimum, an acceptable authorization must clearly indicate acceptance of the payroll deduction method; the total amount to be deducted; the percentage or amount to be deducted per paycheck; and whether the remaining amount may be deducted from the employee's final check if the employee leaves the Employer's service before the Employer fully recovers the overpayment.

17.1.5 The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the Employer will use the payroll system to process the corresponding adjustments if, in the Employer's determination, it is lawful and cost-effective to do so.

17.1.6 This Article does not waive the Employer's right to pursue other legal procedures and processes to recover an overpayment made to an employee at any time should the employee and the Employer not reach agreement per the procedure outlined in this Article.

17.2 Underpayments

17.2.1 In the event the Employer discovers and agrees that an employee has been underpaid, the Employer will notify the employee in writing of the underpayment. The Employer will notify the Union of underpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an underpayment exists and the amount of wages and/or benefits to be repaid.

17.2.2 The Employer will correct any such underpayment that was made within a maximum period of two years before the notification.

17.2.3 This Section applies only to undisputed underpayments. This Section will not apply to disputes over the application of terms of this Agreement.

ARTICLE XVIII: Family, Medical, Sick, and Other Leaves

Regular Department Heads may earn and use sick leave accruals under the following criteria:

- 18.1.1. Rate of accrual: Regular Department Heads accrue paid sick leave at a rate .05 hours per hour paid, in an unlimited amount. Sick leave will not accrue during unpaid time.
- 18.1.2 Eligibility for Use: Sick leave may be used immediately after it is accrued for absences from work scheduled by Employer. A maximum of forty hours of sick leave per fiscal year is job protected sick leave under Oregon Paid Sick Leave. -
- 18.1.3 Notification: For unforeseen absences, employees unable to report to work will contact their supervisor and report the reason for their absence pursuant to their department notification procedures, unless it is not practicable to provide notice. Employees are not required to provide medical information other than the nature of the absence (i.e., sick leave, FMLA, OFLA, etc.) and for whom the unplanned absence is for (self, child, spouse, etc). Employees are then required to provide notice as soon as practicable. Employees will attempt to schedule non-emergency appointments to be the least disruptive to the operation as possible. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably ten days in advance. For qualifying unforeseeable leaves, employees should provide notice as soon as is practicable.

18.2 Reasons for sick leave use:

- a. For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury, or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, stepparent, and in loco parentis; biological, adopted, step, and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b. When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Employer's Policy.
- d. In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.

- 18.2.1 Documentation: An employee's supervisor or Human Resources may require the employee to provide a note from a health care provider or other professional

supporting the need for leave in the following situations:

- a. If the employee takes more than three consecutive scheduled workdays of sick time.
- b. If the employee is suspected of misusing and/or abusing sick time. (See 18.2.5)

Medical verification will be provided to Human Resources for medical confidentiality within fifteen calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that they have been diligent in requesting the verification from their providers. Employer will pay any reasonable costs not paid by a health plan for providing medical verification or certification, including any lost wages provided the employee has no paid leave balances available. Failure to provide requested documentation may result in disciplinary action.

18.2.2 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's rate of pay for that job and shift for the hours the employee was scheduled to work on that day. Employees will be eligible to use sick leave immediately upon accrual. When using sick leave, employees will report sick leave consistent with Employer's timekeeping requirements.

18.2.3 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement, or other separation from employment.

Reinstatement: Employees re-employed within one-hundred-eighty days of termination will have their accrued sick leave balance restored. Employees who leave employment prior to sixty days after initial date of hire and return within one-hundred-eighty days of termination will be entitled to begin using their accrued sick leave after their total combined period of employment with Employer exceeds sixty days.

18.2.4 Reporting of Sick Leave to PERS: Employer will participate in the PERS unused sick leave program. Employer will report the number of unused sick leave hours to PERS as provided in ORS 238.350.

18.2.5 Written Notification of Accruals: Employer will provide notification on employees' pay statements of the amount of accrued and utilized sick time.

18.2.6 Misuse or abuse of sick leave: May be grounds for discipline, up to and including termination.

Management will consider the following factors in determining if an employee is excessively using sick leave.

- a) Exhaustion of sick leave as quickly as it is accrued; or
- b) Patterns of sick leave usage; or
- c) The use of forty hours or more of sick leave in a six-month period, excluding the forty hours of protected sick leave absences under Oregon Paid Sick Leave or other protected leaves; or
- d) Use of sick leave in conjunction with regular days off, vacation, or holidays on two or more occasions within the preceding one year.

- 18.2.7 Sick Leave Incentive: Regular Department Heads who use no more than forty hours of sick leave within one fiscal year period will accrue up to sixteen additional hours of vacation leave based on their calculated FTE, in exchange for the same number of sick leave hours at the end of the fiscal year period. For example, if an employee works one-thousand-forty hours in a fiscal year, their calculated FTE is .50 and eight hours of sick leave may be exchanged for vacation.

These hours are exclusive of any sick leave used under federal or state leave laws (FMLA/OFLA).

18.3 Leave Without Pay

Employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six months provided such leave can be scheduled without adversely affecting the operations of the Employer. Such leave may be extended once by the General Manager Visitor Venues for an additional six months. All requests for leave of absence without pay will be in writing, will be directed to the Executive Director of Portland's Centers for the Arts, and will contain reasonable justification for approval. Requests of less than ten calendar days may be approved by the Director of Events. Both the request and the General Manager Visitor Venues' determination of the request will be in writing and will be filed in the Human Resources Department Office. The employee may elect to continue employee coverage and benefits under COBRA. Any and all such extensions of coverage and benefits will be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave will be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

ARTICLE XIX: Paid Time Off Accruals for Relief Department Heads and Extra Stage Labor

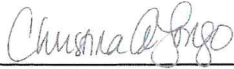
- 19.1 "Paid Time Off" or "PTO" is a bank of time provided by an Employer to an employee that an employee can use to take any type of paid leave (vacation, illness, religious observance, personal business, funerals, bereavement, military leave, etc.)
- 19.2 All Relief Heads and Extra Stage Labor will accrue Paid Time Off (PTO) at the rate of .05 hours per hour paid.
- 19.3 PTO will be administered by the Employer through the current third-party payroll service.
- 19.4 The accrual period for PTO is the calendar year. Relief Heads and Extra Stage Labor may accrue a maximum forty hours of PTO in a calendar year and may rollover unused PTO into the next calendar year. Employees will not be allowed to accrue a total of more than eighty hours.

- 19.5 If an employee is separated from the Employer by a period longer than 12 months, that employee's PTO balance will revert to zero, and the Employer will pay out any remaining balance as per the Grip rate then in effect.
- 19.6 Use of PTO:
- a. If the need to use PTO is foreseeable, the Employer may require reasonable advance notice of the employee's intention to use PTO, not to exceed ten days prior to the date the PTO is to begin or as soon as otherwise practicable.
 - b. Employees will make reasonable effort to schedule PTO in a manner that does not unduly disrupt the operations of Management.
 - c. Management has the right to reject a non-emergency PTO request if it will disrupt operations.
 - d. In the case of unscheduled PTO, for illness or emergency, employees must notify Management as soon as possible so that Management may schedule a replacement.
- 19.7 PTO may be used in increments of one hour, up to eighty hours per calendar year.
- 19.8 Employees will be provided a written accounting at least quarterly of amount of accrued and unused PTO available with receiving PTO. If employees have concerns about the implementation of this policy, they may contact their Union Business Representative or the Management's Labor and Employee Relations department.

ARTICLE XX: Term and Termination

- 20.0 **Term:** This Agreement will be effective September 6, 2024 through June 30, 2026. It will automatically renew from year to year unless either party notifies the other in writing not later than sixty days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. If notice is given, negotiations will begin no later than thirty days after receipt of notice.
- 20.1 **Closure:** The parties have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 20.2 **Amendment:** The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement will 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 will be in writing and signed by both parties.

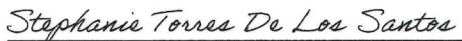
METROPOLITAN EXPOSITION RECREATION
COMMISSION



Christina Longo, Labor and Employee Relations
Program Supervisor



Ali Little, Labor and Employee Relations
Program Manager



Stephanie Torres-De Los Santos, Director of
Events, Portland '5 Centers for the Arts



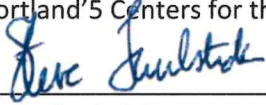
Chris Lee Bergstrom, Technical Production
Services Manager, Portland'5 Centers for the
Arts



Robyn Williams, Executive Director
Portland'5 Centers for the Arts



Brian Wilson, Deputy Director
Portland'5 Centers for the Arts



Steve Faulstick
General Manager, Visitor Venues

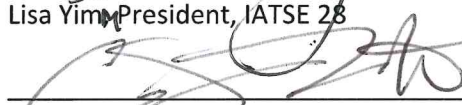
IATSE LOCAL 28



Rose Etta Venetucci,
Business Representative, IATSE 28



Lisa Yimm, President, IATSE 28



Cecil Averett, Vice President, IATSE 28



Daniel Cook, IATSE 28



Esther McFaden, IATSE 28



Dana West, IATSE 28

Exhibit A

IATSE 28 Wage Classifications July 1, 2023 to June 30, 2024		
DEPARTMENT HEADS: Carpenters, Flyrail, Electrician, Properties and Sound, Orchestra Head and Supertext Operator	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$35.29	\$42.02
After 8 hours/day or 40 hours/workweek	\$52.95	\$63.05
Between 12:00 midnight and 8:00 AM	\$70.58	\$84.04
RIGGING SCALE: to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons. Rigging rate shall also be paid to all employees who focus lights while suspended or are required by the facility to wear a safety harness, or weightload. 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.	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$48.30	\$57.51
After 8 hours/day or 40 hours/workweek	\$72.45	\$86.27
Between 12:00 midnight and 8:00 AM	\$96.60	\$115.02
GROUND RIGGER: 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.	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$36.75	\$43.76
After 8 hours/day or 40 hours/workweek	\$55.13	\$65.64
Between 12:00 midnight and 8:00 AM	\$73.51	\$87.52
TRUCK LOADERS:	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$39.61	\$47.16
After 8 hours/day or 40 hours/workweek	\$59.42	\$70.74
Between 12:00 midnight and 8:00 AM	\$79.22	\$94.32
GRIPS/EXTRA PEOPLE: Carpenters, Flyrail, Electrician, Properties, and Sound	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$30.35	\$36.13
After 8 hours/day or 40 hours/workweek	\$45.52	\$54.20
Between 12:00 midnight and 8:00 AM	\$60.69	\$72.27
EXTREMELY LOUD/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.	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$40.01	\$47.64
After 8 hours/day or 40 hours/workweek	\$60.02	\$71.46
Between 12:00 midnight and 8:00 AM	\$80.02	\$95.28
SPECIAL OPERATOR RATES: Additional sound or light board operators; camera operators; follow-spot operators; pyrotechnicians; video, slide, or scenic projector operators; forklift operators; laundry; certified flaggers; payroll coordinator.	Per Hour	Recording Rate Per Hour (Additional Sound and Lightboard only)
Between 8:00 AM and 12:00 midnight	\$33.38	\$39.74
After 8 hours/day or 40 hours/workweek	\$50.07	\$59.61
Between 12:00 midnight and 8:00 AM	\$66.76	\$79.48
WARDROBE ATTENDANTS/DRESSERS:	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$30.35	\$36.13
After 8 hours/day or 40 hours/workweek	\$45.52	\$54.20
Between 12:00 midnight and 8:00 AM	\$60.69	\$72.27
WARDROBE DEPARTMENT HEAD:	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$35.29	\$42.02
After 8 hours/day or 40 hours/workweek	\$52.93	\$63.03
Between 12:00 midnight and 8:00 AM	\$70.58	\$84.04
WARDROBE HAIR AND MAKEUP:	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$35.29	\$42.02
After 8 hours/day or 40 hours/workweek	\$52.93	\$63.03
Between 12:00 midnight and 8:00 AM	\$70.58	\$84.04
MOTION PICTURE OPERATORS:	Per Hour	Recording Rate per hour
Between 8:00 AM and 12:00 midnight	\$33.38	\$39.74
After 8 hours/day or 40 hours/workweek	\$50.07	\$59.61
Between 12:00 midnight and 8:00 AM	\$66.76	\$79.48