2017 – 2020
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PORTLAND STATE UNIVERSITY, A UNIVERSITY WITH A GOVERNING BOARD

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 by and between PORTLAND STATE UNIVERSITY, a university with a governing board, (hereinafter referred to as the “Employer” or “PSU”), 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”).

W I T N E S S E T H

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 applies only to Stage Carpenters, Stage Electricians, Flymen, Riggers, Stage Production Truckloaders, Wardrobe Employees, Dressers and Stagehand Employees performing the work as defined in Article II, Jurisdiction, and employed to work on stage productions presented in Portland State University’s Lincoln Performance Hall (Lincoln Hall 175). This Agreement specifically excludes all Performers, Front of House Staff, Ticket Sellers, Ticket Takers, Ushers, Office Staff, Booking employees, Event Coordinators, Guards, Students whose employment is incidental to or an integral part of their academic curriculum, Faculty Members, volunteers, employees who are members of other certified or recognized bargaining units of Employer, exempt, supervisory, managerial and confidential employees, and all other employees excluded by law.

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 PSU harmless from all suits, actions, proceedings and claims against PSU, or person acting on behalf of PSU, whether for damages, compensation, reinstatement or a combination hereof arising out of PSU’s implementation of Article 1.1 if the Employer gives reasonable notice to the Union. PSU may choose, at any time, to be represented by its own counsel at its own cost. Claims which have not been adjudicated will not be settled without the concurrence of the Union.

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 terms and conditions of employment by and with the Employer in any manner on the basis of membership in the Union, race, national origin, marital status, religion, sexual orientation, age, sex, gender identity, mental or physical disability.

1.3 Hiring

1.3.1 The parties agree that the Employer is solely responsible for hiring employees. 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.

1.3.2 The University shall maintain a list of up to nine regular employees who shall be dispatched first,
before resort to other employees as provided in 1.3.4, for any and all work within the scope of this Agreement. The nine regular employees on the list as of the date of this Agreement are listed in Exhibit A. If a regular employee on the list works less than eighty (80) hours for the University within a calendar year, the University shall remove that person from the list. If there are less than nine regular employees on the list, for whatever reason, the University may add new employees to the list, provided that there may not be more than nine regular employees on the list at any time. The Employer shall keep an updated list of regular employees with the Union. The Union will refer regular employees according to seniority based on employees’ original hire date with the University, except that the Employer may request referral of a regular employee by name as provided in Article 1.3.8 and/or may require that the dispatched employee have specified bona fide requirements or special skills and abilities in accordance with Article 1.3.5. Such requests must be in writing or email explaining the reason for the specific request. The original hire dates of the nine regular employees on the list as of the date of this Agreement are included in Exhibit A.

1.3.3 On any production utilizing the entire stage, there will be a minimum of 1 employee for each of the following systems that is in substantial use during the production, as reasonably determined by the Employer’s Production Coordinator: sound systems, lighting systems, the fly system, installing set pieces (provided by company or built by the regular employees). On any lecture or small music production (performed in front of the orchestra shell), the minimum regular employee to be hired will be 1. Additional crew beyond these minimums is at the discretion of the Employer.

1.3.4 When extra personnel beyond regular employees are needed to perform stage work, maintenance or other tasks, it is mutually agreed that the Union shall be the exclusive source of obtaining qualified employees, i.e. that the Union shall be given the first opportunity to refer applicants to the
Employer for employment, and that the Employer can hire from other sources only if the Union cannot supply the needed employees. The Employer shall endeavor to notify the Union at least one week in advance of the time and location of the calls and the number of personnel needed. 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. 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 PSU payroll, or the Employer may opt to use a payroll service.

1.3.5 When the Employer states bona fide requirements or special skills and abilities in the request for employees, the Union shall refer the first person on the list possessing such skills and abilities. The Union shall provide personnel that possess the necessary level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer. The Union agrees to inform personnel that they are required to arrive at any work calls with the necessary equipment. For employees expected to perform general stagehand work, such equipment includes basic hand tools including hammer, adjustable wrench, pliers, diagonal cutters, screwdrivers, and gloves. For employees expected to perform wardrobe duties, such equipment includes work apron, scissors, safety pins, flashlight, needle and thread.

1.3.6 The Employer shall have the right to reject any new or probationary job applicant referred by the Union. The Employer shall have the right to reject any non-probationary applicant only in accordance with Article 6.2.1. Applicant rejections must be in writing to the applicant and the Union and must specify the cause for the rejection. The Employer
will pay any applicant rejected the applicable minimum call, unless the applicant was rejected for just cause.

1.3.7 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 may provide ongoing training and education for all employees covered by this Agreement. PSU, upon written request and giving due consideration to facility needs, may make equipment and/or facilities available without charge for training purposes.

1.3.8 The Employer shall have the right to request referral by name without regard to contrary hiring hall rules. Such requests must be in writing or email explaining the reason for the specific request. The Union will make good faith efforts to comply with such requests, provided they are based on skills and qualifications and are not arbitrary or discriminatory. Each requested employee shall be paid the appropriate hourly rate.

ARTICLE II: Jurisdiction

2.1 This Agreement shall only apply to work on stage productions presented in Portland State University’s Lincoln Performance Hall (Lincoln Hall 175). With respect to employees covered by this Agreement, it is understood and agreed that the Union jurisdiction includes the following: the making of all rigging, scenery, props, electrical effects, public address and sound reinforcement systems, sound recording systems, installation and operation of the same on stages; the making, repairing, alteration and maintenance of all costumes and their accessories used on the stage, dressing of and making changes for all performers and application of facial and body make-up of cosmetics of any description, in creating hair styles, styling and dressing, hair and wigs; the set up of all audio-visual equipment, projectors and associated control systems; Theater Arts restore; and over all stagecraft historically performed by Employees in the Lincoln Performance Hall. PSU may continue its historic practice of having
performers, volunteers, faculty members, and students whose employment is incidental to or an integral part of their academic curriculum perform work within this jurisdiction; the Union agrees that its jurisdiction does not include such work when performed by such persons. This would include, for example, having Theater or Opera students perform such work on a performance related to their academic programs. Furthermore, PSU may continue its historic practice of renting or otherwise providing access to the Lincoln Performance Hall to third parties who employ or otherwise engage others to perform work as described in the second sentence of this section, but not operation of the University’s own major production systems; the Union agrees that its jurisdiction does not include such work when performed by such persons.

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.

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 employees 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 departmental distinction.

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

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

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

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

3.1(a) Attached hereto as Exhibit “B”, which by this reference is made a part hereof as though fully set forth herein. This Exhibit sets forth the job classifications, wages, hours and overtime, to be paid employees, and such Exhibit having been agreed
to by the parties, shall be binding upon the Employer, the Union and the employees covered by this Agreement.

3.1(b) As of July 1, 2017, the wage rates shall be increased by 5.0%, as reflected in Exhibit B.

3.1(c) As of July 1, 2018, the wage rates shall be increased by 5.0% compounded, as reflected in Exhibit B.

3.1(d) As of July 1, 2019, the wage rates shall be increased by 5.0% compounded, as reflected in Exhibit B.

3.1.1 An Employee may be required to perform both Rigger work and other stagehand work during the same production. In such cases, the Employee will be paid the Rigger rate for the time spent performing Rigger work, but not less than a minimum of two hours per call. If the Employer requests dispatch of a highly qualified Rigger outside the Regular Employee list, the minimum call for such Rigger will be 4 hours at the Rigger rate.

3.1.2 For purposes of this section, Rigger work is defined as:

1) The installation, maintenance and dismantling of the physical means of support for the overhead equipment specifically related to the Employer’s production.

2) The spotting of lines by moving adjustable loft/head block sheaves on open beams and hanging ceiling and safety devices installed in conjunction with spot lines.

3) Work requiring the Employee to wear a safety harness.

4) Focusing lights while suspended.

3.1.3 For purposes of this section, Rigger work does not include the loading or unloading of counterweights on the fly system.
3.2 **Conditions of Regular Time**

3.2.1 When employees are employed between 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.

3.3 **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 one and one-half (1 1/2) times the regular straight time hourly rate.

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 one-and-a-half (1 1/2) times the regular straight time hourly rate. Holiday rate shall apply to all minimum calls. 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), Veterans’ Day (November 11), Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving Day, and Christmas Day (December 25).

3.3.4 **Weekly overtime:** Hours worked in excess of forty (40) regular hours in an employee's workweek (Sunday through Saturday) 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(a) 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, except that an Employee is entitled to holiday pay as provided in 3.3.3 for any call time that falls on a holiday and except as provided in 3.1.1 (Rigger rate minimums).

3.4.1(b) There shall be no minimum call requirement under Section 3.4.1(a) for maintenance of the fly, lighting, sound and/or stage system recommended by a bargaining unit member and approved, scheduled and supervised by the Employer.

3.4.1(c) The minimum call on Christmas Eve shall be eight (8) hours.

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. The language of this Section shall not apply to Section 3.5.3.

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.
3.4.6 Employees will be kept on call only when appropriate stage work is required by the Employer.

3.4.7 The shift of an employee required to work during a performance shall begin no less than one-half (1/2) hour prior to the beginning of the performance.

3.4.8 Employees required to work during a performance shall remain on the call until the performance is completed.

3.4.9 Employees covered by this Agreement working more than sixty (60) 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.

3.4.10 For reasons other than a campus-wide University closure, when crew are cancelled twenty-four (24) hours or less before a confirmed shift they shall be compensated for four (4) hours at the regular Stagehand rate in Exhibit B.

3.5 Meal Period Breaks During Employment

3.5.1(a) All employees covered by this Agreement shall have an unpaid meal period of at least one (1) hour duration no earlier than the end of third and 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 competent manner.

3.5.1(b) When working for the Employer on an approved and scheduled maintenance call under Section 3.4.1(b), an unpaid meal break of one-half hour will be allowed, at the option of the Employee and the language of Section 3.5.2 will not apply if a meal break is taken.
3.5.2 Employees shall receive a minimum two (2) hour call immediately following each unpaid meal break.

3.5.3 If the Employer or Presenter has a special situation and PSU wishes to negotiate an exemption or modification to these conditions, it shall contact the Union Steward or Business Agent 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. If no meal period is given by the end of the seventh hour, then the meal premium shall be computed as being equal to two (2) times the applicable hourly rate until such a meal period is allowed. The double-time meal premium shall be calculated from the end of the seventh (7th) hour of work. If a meal is taken before the end of the third hour the remaining time before the end of the third hour will be paid at regular base rate and have no effect on the minimum four (4) hour call.

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 10:00 P.M. 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 technical or dress rehearsal.
ARTICLE IV: Benefits

4.1 (a) For all employees working under this Agreement, the Employer agrees to contribute to the IATSE National Health & Welfare Fund Plan C the further sum of eight and one-half percent (8.5%) 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. There shall be no obligation for PSU to contribute for work or workers specifically excluded from the bargaining unit or from the jurisdiction of the Union under Articles 1.1 and 2.1 of this Agreement.

4.1 (b) Effective September 1, 2017, the contribution amount referred to in section 4.1(a) shall be increased to nineteen (19.0%) percent.

4.1 (c) Effective July 1, 2018, the contribution amount referred to in section 4.1(b) shall be increased to twenty (20.0%) percent.

4.1 (d) Effective July 1, 2019, the contribution amount referred to in section 4.1(c) shall be increased to twenty-one (21.0%) percent.

4.2 The Employer further agrees to be bound by all of the terms and conditions of the agreement and declaration of Trust for the IATSE National Health & Welfare Fund as restated September 22, 2005, and as amended respectively, and the IATSE National Health & Welfare Fund’s Statement of Policy and Procedures for Collection of Contributions Payable be Employers, as related to the contributions due as set forth hereinabove.

4.3 The Employer will continue its participation in the PERS program as required by law. For those employees who qualify, the required six percent (6%) employee PERS contribution shall be paid by the Employer.

4.4 The Employer agrees to pay, effective September 1, 2017 the sum of one percent (1%) of the gross monthly wages earned by each Employee covered by this Agreement and employed by the Employer under its terms to the IATSE Entertainment and Exhibition Industries Training Trust Fund (“IATSE Training Trust Fund”). All contributions to the IATSE Training Trust Fund shall be made by check payable to
the “IATSE Training Trust Fund”, no later than the 20th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit contributions shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.

On or before January 15, 2019, the Union will submit a report to the Employer identifying IATSE Training Trust Fund access by bargaining unit members from September 1, 2017 to December 31, 2019. If the report reveals less than ten (10) uses, the Employer will cease contributions to the IATSE Training Trust Fund on January 30, 2019.

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: Discipline and Discharge

6.1 Conditions of Rejection or Dismissal

6.1.1 An employee may not be shifted to another position after the first technical rehearsal has occurred
without the concurrence of the Employer and the Union. Substitutions once technical rehearsals have begun are not allowed without prior approval of the Employer. Notwithstanding the above, the Employer may replace an employee only for just cause. The Employer will grant exceptions to this rule for illness, compassionate leave, bereavement or other reasonable grounds.

6.1.2 Referred Applicants may be rejected under the terms of Section 1.3.

6.1.3 The Employer may dismiss or discipline an Employee for just cause.

6.2 Causes for Rejection, Dismissal, and/or Discipline

6.2.1 Employees shall serve a probationary period until the end of the performance run during which the employee completes the first 160 hours of employment with the Employer. The Employer shall not discharge or discipline a non-probationary employee without just cause. The Employer shall not reject a non-probationary employee without just cause unless the employee lacks the skills required for the assignment and the Employer complies with Article 1.3.6.

6.3 Pay in the event of dismissal: In situations where an employee is dismissed or otherwise removed from their job without prior warning, the employee shall be paid for actual time worked on the date of the dismissal or suspension, and the minimum call requirements of the various schedules to this Agreement shall apply, unless the dismissal is for criminal conduct, dishonesty related to employment, or working under the influence of alcohol or illegal drugs or possessing or selling illegal drugs at work, in which case the employee will be paid only for actual time worked.

6.4 Work Rules. The parties recognize that the Employer is directly responsible for managing the University in a manner that is in the best interests of its students, faculty, employees and community and that best advances the missions of the University. For this reason, it is jointly recognized that the Employer may implement work rules. No work rules will be adopted which are contrary to this Agreement. All work rules applicable to the bargaining unit shall be reduced to writing and furnished to the Union fifteen (15) calendar days prior to implementation, in order
to provide the Union an opportunity to comment and suggest changes. The Employer agrees the Union has the right to challenge work rules in the grievance procedure if it believes the work rules violate the terms of this Agreement.

**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 this Agreement. All parties are encouraged to seek informal resolution of disputes prior to invoking the formal grievance process of this Agreement. Grievances may be initiated and pursued in the following manner:

(1) Step I. An employee who believes s/he has a grievance, or the Union on her/his behalf, may present the grievance, in writing, to her/his immediate supervisor for consideration within fourteen (14) calendar days of the date on which the events occurred giving rise the grievance. The employee's supervisor shall respond promptly, but in no event more than fourteen (14) calendar days after receipt of the written grievance.

(2) Step II. If a grievance has not been settled between the affected employee/Union and the immediate supervisor, the grievance shall be forwarded by a Union representative or the affected employee to the Dean of the School of Fine and Performing Arts or the Dean’s Designee within fourteen (14) calendar days of receipt of the Employer’s Step I written response, or the date that such response was due. 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 fourteen (14) calendar days of the date of the Employer's Step II response, or the date that such response was due, advance the matter to arbitration via written notice to the Employer. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names, restricting the pool to Oregon and Washington states. The list will be paid for by the Employer. Both the Employer and the Union shall have the right to strike three (3) names from the list. The party to strike first shall be determined.
by coin toss and the losing party shall then strike one name. The parties shall alternate strikes until one name remains, who 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, may rule on issues of substantive and procedural arbitrability, and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his/her interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. 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 (e.g. selection of arbitrator) 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 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.

7.6 The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.
7.7 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 Union Access 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 the Union notifies the Employer’s Production Coordinator or his/her designee and that no interruption, interference or disruption of work may occur.

8.2 Other Work. The Employer, at its sole discretion, may offer employees represented by the Union under this Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction or responsibilities of the Union covered under this Agreement. Neither the offer by the Employer to employees represented by the Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by the Union will constitute a precedent and/or past practice under this Agreement nor shall future work be covered by this Agreement. Employees shall not be required to perform work outside of the jurisdiction of this Agreement.

8.3 Insurance. It is agreed by the Employer that it will comply with the requirements of ORS Chapter 656 regarding workers' compensation.

8.4 Safety. The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with all applicable federal, state and local laws pertaining to health and safety. In situations that are 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 member to the PSU Safety Committee and may discuss safety issues of mutual concern and make recommendations to the manager of Portland State University’s Lincoln Hall regarding safety issues pertaining to employees.
8.4.1 *Light Duty.* When there is a compensable on-the-job injury and the employee is released for light duty by a physician, the Employer will meet with the Union business agent and a management representative to determine a suitable and available light duty assignment.

8.5 *Management Rights.* The Employer retains all customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Employer not specifically limited by the terms of this Agreement, or by law. By way of illustration, the exclusive prerogatives, functions and rights of the Employer include, but are not limited to, the ability to determine the services to be rendered by the Employer, to direct and supervise the operations and functions of the Employer, and to manage and direct the work force (including the right to determine the methods, processes and manner of performing work; to establish new positions and determine the duties and qualifications to be assigned or required; to hire, promote, demote, discipline, terminate, reassign, appoint and retain employees; to reduce or eliminate hours for lack of work or funds; to abolish positions or reorganize functions, departments of divisions; to determine shifts, duties, hours, assignments and schedules of work; to evaluate employee performance; and to purchase, dispose and assign equipment or supplies).

**ARTICLE IX: Term and Termination**

9.1 *Term.* This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect through June 30, 2020. 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, unless otherwise agreed to by the parties.

9.2 *Closure.* The parties shall 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.

9.3 *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.

For PSU:

LeRoy E. Bynum, Jr.
Dean, COTA

Cher Wildenborg
Chief Fiscal Officer, COTA

Kayla Scrivner
Production Coordinator

Christina Kraus
Director for HR, Employment Services

Brian A. Caufield
Lead Negotiator

10/4/17

For: IATSE LOCAL 28

Rose Etta Venetucci
IATSE Business Agent

Rhiannon Rodriguez-Bette
IATSE President

Brian Jennings

Summer Turpin

Ian Anderson -Priddy

9/20/17

Date

EXHIBIT A:

Regular Employees and Original PSU Hire Date

PSU/IATSE Local 28 Agreement
Chris Balo - 7/00
Brian Jennings - 6/05
Ian Anderson-Priddy - 7/05
Kerris Cockrell - 7/07
Summer Turpin - 7/11
Rory Breshears - 9/15
Jay Spotswood - 12/15
Lisa Padur - 3/16
EXHIBIT B:

July 1, 2017 to June 30, 2018

<table>
<thead>
<tr>
<th>Stage Hands (All Departments)</th>
<th>Per Hour</th>
<th>Per ½ Hour</th>
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<tbody>
<tr>
<td>Work between 8:00am and 12:00 Midnight</td>
<td>$22.35</td>
<td>$11.18</td>
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<td>After Eight (8) Hours Per Day and Forty (40) Hours Per Week (x 1.5)</td>
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July 1, 2018 to June 30, 2019

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<td>Work between 8:00am and 12:00 Midnight</td>
<td>$23.52</td>
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July 1, 2019 to June 30, 2020

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<td>Work between 8:00am and 12:00 Midnight</td>
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