

**TRADE SERVICES CONTRACT  
(FACILITY)**

**BETWEEN:** The City of Eugene, an Oregon Municipal Corporation (City)

**AND:** IATSE Local 675 (Contractor)

**CONTRACT NO.:** 2007 - 03604

**EFFECTIVE DATE:** September 1, 2006

**RECITALS**

- A. Contractor is engaged in the business of providing trained, professional Union stagehand services, and has obtained and currently holds all licenses, permits, certifications, bonds or other authorization required by Federal, State or local law or regulations to engage in such business.
- B. City is the owner of the Hult Center for the Performing Arts (the "Facility"), located at One Eugene Center, in the city of Eugene, Lane County, Oregon.
- C. Contractor has represented that it is qualified to perform the services required hereunder and desires to enter into this contract with City on the terms set forth below.

**AGREEMENT**

- 1. **Engagement.** City hereby engages Contractor to provide trained, professional Union stagehands in various theatrical disciplines as described in the attached Exhibit D (the "Services"), and Contractor agrees to perform the Services according to the terms and conditions set forth herein and in the following exhibits:
  - Exhibit A - City of Eugene Standard Contract Provisions
  - Exhibit B - Equipment Provided by City
  - Exhibit C - Schedule of Services
  - Exhibit D - Description of Services
- 2. **The Facility.** City reserves the right, in the exercise of its sole discretion, to remodel, expand, withdraw or otherwise modify the Facility or the operation thereof to accommodate the public interest. City shall have the right at all times during the term of this contract to change or rearrange entrances and exits, and to use (temporarily or permanently) such portions thereof as City determines is necessary or appropriate for any lawful purpose.
- 3. **Term.** The term of this contract shall be for a two year initial term with two one year renewal periods unless earlier terminated in accordance with paragraph 19.
- 4. **Consideration.** Payment shall be made based on hourly rates plus agreed upon percentage for Contractor services listed in Schedule C with itemized weekly billing from

the Contractor. Payment will be issued not later than fifteen (15) days after City's receipt of an invoice from Contractor summarizing the personnel and services performed.

5. **City's Obligations.** City shall have the following obligations with respect to performance of the Services:

5.1 **Equipment.** City shall provide the materials, equipment, supplies or other items described in Exhibit B, if any, for use in performance of the Services.

5.2 **Maintenance.** Except for Contractor's obligations specified in this contract, City shall maintain the structural integrity of the Facility in good condition and repair, as determined by City.

6. **Contract Administration.** Each party designates the following as its representative for purposes of notice pursuant to paragraph 27, and for purposes of administering this contract:

Contractor: Alex Fontain-President  
IATSE Local 675

City: Mark D. Loigman  
LRCS/Cultural Services  
One Eugene Center  
Eugene OR 97401

Either party may change its designated representative by giving written notice to the other as provided in paragraph 27.

7. **Performance of Services.** Contractor shall perform the Services with a high degree of professionalism consistent with industry standards, and shall at all times during the term of this contract strictly comply with the following requirements:

7.1 **Supervision.** Contractor shall appoint, subject to City's approval, a full-time qualified supervisor (IATSE Business Agent) of Contractor's operations in the Facility who shall have full authority to act for and on behalf of Contractor. The supervisor shall be available during regular business hours. At all times during the supervisor's absence, a designated subordinate shall be in charge and available at the Facility.

7.2 **Personnel.** Contractor acknowledges the high degree of importance City places on the behavior, appearance and service performed by Contractor and its personnel in the Facility. Contractor's personnel shall at all times be neat, clean and courteous, and Contractor shall not permit its employees or agents to conduct themselves in a loud, noisy, boisterous, offensive or objectionable manner. Upon objection from City concerning the conduct, demeanor or appearance of any of Contractor's employees or agents, Contractor shall forthwith take all steps necessary to remove the cause of the objection. Upon the employee's or agent's failure to immediately and properly correct his or her conduct, Contractor shall promptly cause his or her job assignment at the Facility to be terminated. The City will have the right to notify the Contractor in

writing that a specific individual should not be assigned to the Facility. The Contractor will assign a replacement when requested.

- 7.3 **Hours of Operation and Staffing.** Contractor shall provide the Services according to the schedule on the attached Exhibit C and provide sufficient personnel to perform the Services in the manner required by this contract. City reserves the right to revise the hours of operation of the Facility. The number of Contractor's personnel and their hours shall be subject to City's written approval, and may be changed only upon further written approval of City. Contractor shall provide such additional personnel as City may reasonably require for performance of the Services. Contractor shall make provision for emergency personnel to perform the Services in the event some or all of the regular personnel are unavailable for any reason.
- 7.4 **Reports.** A daily event report listing all personnel, hours and services performed is required, as well as a weekly summary of all work performed including hours, personnel and services. The Contractor will maintain records of all persons assigned to the City, including all pay and employment records for a period of three years. The City will have the right to inspect those records and may receive a copy upon request.
8. **Contractor's Obligations.** In addition to performance of the Services, Contractor shall, at its own expense, repair or have repaired all damages to the Facility, its components and City-owned equipment resulting from the negligence, abuse, misuse or willful misconduct of Contractor or its employees or agents. If City-owned equipment is, in City's opinion, damaged beyond repair, Contractor shall replace such equipment at its own expense with equipment of a quality equal to or better than the damaged equipment.
9. **Prohibition on Unrelated Activity.** Contractor shall not engage in or permit any of its employees, agents or contractors to be engaged in any activity at the Facility, lawful or unlawful, other than performance of the Services, without prior written approval from City.
10. **Taxes.** Contractor shall pay all personal property taxes, if any, assessed against the property of Contractor used in its operations under this contract. City shall be responsible for any real or personal property taxes that may be levied against the Facility or equipment furnished by City.
11. **Indemnification.** Contractor shall indemnify and hold City, its officers, agents and employees harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to performance of the Services or other actions or failure to act by Contractor or Contractor's employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, upon City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor jointly, and reimburse City for any loss, cost, damage or expense (including legal fees) suffered or incurred by City.
12. **Liability Insurance.** Contractor shall maintain in force for the duration of this contract a broad form comprehensive general liability insurance policy. Coverage shall not be less than \$500,000 combined single limit liability per occurrence, with aggregate of \$1,000,000, for bodily injury, personal injury, or property damage. The policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under

this contract. Contractor shall name City as an additional insured on the liability policy required by this paragraph. The additional insured endorsement shall expressly provide that the interest of City shall not be affected by Contractor's breach of any policy provision. Each policy shall also contain an endorsement entitling City to not less than 30 days' prior written notice of any material change, nonrenewal or cancellation of the policy. Coverage must be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon. A certificate of insurance satisfactory to City shall be delivered to City prior to commencement of performance of the Services. The adequacy of the insurance shall at all times be subject to approval by City's Risk Manager. Failure to maintain liability insurance under this provision shall be cause for immediate termination of this contract by City.

13. **Workers' Compensation and Payroll Taxes.** Whether or not Contractor will perform the Services without the help of others, Contractor agrees that it will obtain and maintain Workers' Compensation insurance coverage throughout the duration of this contract as a carrier-insured employer or individual, as the case may be. Contractor acknowledges that it is a subject employer under ORS 656.017, and agrees to comply with all legal requirements resulting therefrom. Contractor shall be fully responsible for all taxes associated with employment of personnel, including but not limited to payroll taxes, unemployment taxes and any other local, City, State or Federal requirements related to the employment of personnel.
14. **Relationship of Parties.** Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor's relationship to City is that of an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the Services, and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.
15. **Performance Bond.** If required by City, Contractor shall deliver to City at the time of execution of this contract a performance bond in a form satisfactory to City with a corporate surety approved by City, in favor of City, and guaranteeing Contractor's faithful performance of all terms, covenants and conditions of this contract. Such bond shall remain in effect throughout the term of this contract.
16. **Subcontracting.** Contractor shall not subcontract its work under this contract, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in this contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of its subcontractors.
17. **Assignment.** Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which may be withheld for any

reason. In the event of an assignment, Contractor shall remain liable for performance under this contract unless expressly released by City.

18. **Default.** Contractor shall be in default under this contract upon the occurrence of any of the following ("events of default"):
  - 18.1 Contractor's failure to provide performance reports when due;
  - 18.2 Contractor's failure to perform or observe any other agreement or covenant contained in this contract if such failure continues for a period of two days after City has notified Contractor in writing, specifying the nature of Contractor's failure of performance;
  - 18.3 The bankruptcy or insolvency of Contractor, a transfer in fraud of creditors, an assignment for the benefit of creditors or an execution issued against any property of Contractor used in connection with or which is the subject of this contract, or the appointment of a receiver or trustee for all or substantially all of Contractor's assets; or
  - 18.4 Contractor's failure to maintain any license, permit, certification, bond or other authorization required by Federal, State or local law or regulations for performance of the Services or any portion thereof.
19. **Termination.** Notwithstanding any other provision hereof to the contrary, this contract may be terminated as follows:
  - 19.1 By mutual written agreement of the parties at any time;
  - 19.2 By written notice from City to Contractor upon the occurrence of an event of default; or
  - 19.3 **Contractor's Right to Termination for Breach.** If City is in breach of its obligations hereunder, Contractor may terminate this Agreement on the date set forth in a written notice to City, provided that Concessionaire shall have first given City not less than thirty (30) days prior written notice of the particulars of the breach and offering City an opportunity to cure the breach or make arrangement suitable to Contractor for the diligent prosecution of a cure.
  - 19.4 **By City; Non-Appropriations.** Pursuant to the laws of the State of Oregon, the responsibility of City to meet its financial obligations under this Agreement is subject to annual appropriation of funds for such purpose by the City Council. The responsibility of City to meet such obligations is not secured by the taxing power of City, and is not a general obligation of City. In the event that funds are not appropriated to meet such obligations in a given fiscal year, the City may terminate the City's financial obligations under this Agreement as of July 1 of the calendar year in which the notice is given by providing written notice to Contractor. If City's financial obligations under this Agreement are terminated pursuant to this section 19.5, the Contractor may, after receiving such notice from the City, elect to terminate the entire agreement. Otherwise, and notwithstanding the Contractor's election, this entire Agreement shall automatically be terminated at the end of the contract term.

19.5 By City. City shall have the option of terminating this Agreement for causes other than those causes specifically addressed within this Agreement by giving written notice to the Contractor within ninety (90) days of the City's intent to terminate this Agreement.

19.6 By Contractor. Contractor shall have the option of terminating this Agreement for causes other than those causes specifically addressed within this Agreement by giving written notice to the City within ninety (90) days of Contractor's intent to terminate this Agreement.

Notice under paragraph 19.2 may be given at the same time as the notice under paragraph 18.2, with termination contingent upon Contractor's failure to perform within the time specified in paragraph 18.2. Except as provided in paragraph 20 below, in the event of a termination, City shall pay Contractor for the Services performed to the date of termination. Any claim for relief City may have as a result of a default by Contractor shall survive termination of this contract.

20. **Obligations on Termination.** Upon termination of this contract for any reason, Contractor shall remove all of its personal property from the Facility at or prior to the termination and shall promptly and peaceably remove itself, its officers and employees from the Facility. Contractor shall leave the Facility and City's equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If Contractor fails to remove its property, City may, at Contractor's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by Contractor within 10 days after the termination date, City may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by Contractor to City, with any balance remaining to be paid to Contractor. If the expenses of removal, storage and sale exceed the proceeds of sale, Contractor shall promptly pay such excess to City upon demand.
21. **City's Right to Act.** In the event Contractor fails to perform any obligation under this contract, City shall have the right but not the obligation to take the action that Contractor failed to take, after giving at least 10 days' notice to Contractor in advance of taking such action, except in the event of an emergency, as determined by City, in which case no advance notice shall be required. In the event City takes such action, Contractor shall promptly pay to City, upon demand, the sum or sums expended or incurred by City and the value of the service performed by City. Any action taken by City under these provisions shall not constitute a waiver by City of Contractor's default.
22. **Limitation.** Nothing in this contract shall be construed or interpreted in any manner as limiting, relinquishing or waiving any rights of ownership enjoyed by City in any City or Urban Renewal Agency properties, including the Facility, or in any manner limiting, relinquishing or waiving City's control over the operation and maintenance of City-owned or City-leased property or in derogation of such governmental rights that City may possess, except as otherwise specifically provided to the contrary by this contract.
23. **Standard Contract Provisions.** Contractor shall comply with City's Standard Contract Provisions, a copy of which is attached hereto as Exhibit A.
24. **Subordination to Federal and State Agreements.** This contract shall be subject and subordinate to any existing or future Federal or State statute or any existing or future

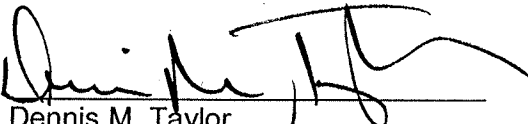
agreement between City and the United States or the State of Oregon relative to the development, operation or maintenance of properties of the Urban Renewal Agency of the City of Eugene, the execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, operation or maintenance of City or Urban Renewal Agency property.

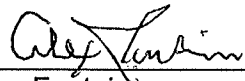
25. **Severability.** In the event that any covenant, condition or provision of this contract is found to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision of this contract.
26. **Non-Waiver.** Waiver by either party of strict performance of any provision of this contract shall not be a waiver of, nor prejudice the party's right to require, strict performance of the same provision or any other provision of the contract in the future.
27. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated in paragraph 6, or such other address as either party may provide to the other by notice given in accordance with this provision.
28. **Attorney Fees.** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by the court, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.
29. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
30. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties do not intend to confer on any third party any rights under this contract.
31. **Jurisdiction and Venue.** All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.
32. **Dispute Resolution.**
  - 32.1 **Negotiation/Mediation.** The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.
  - 32.2 **Litigation/Arbitration.** Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint in the Lane County

Circuit Court that contains a stipulation to arbitration under ORS 36.410. the claim and all cross and counter- claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, chapter 13 of the Oregon Uniform Trial Court Rules and the Lane County Circuit court supplemental local rules concerning arbitration. Either party may seek , and shall be entitled to , an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

CITY OF EUGENE

CONTRACTOR

By:   
Dennis M. Taylor  
City Manager  
9/20/06

By:   
Alex Fontain  
President IATSE 675

Date: 9-20-06

Date: 9-19-06

## EXHIBIT A

### CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

#### 1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

##### 1.1 During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
- (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

##### 1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

##### 1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

#### 2. ORS 279A.120 Nonresident Contractors.

##### 2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

##### 2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of

Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. **ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.**

3.1 The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5. **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**

5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. **ORS 279B.235 Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**

8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

## Exhibit B

### Equipment provided by City

The City shall provide a Facility that is equipped for the presentation of theatrical events including materials and major equipment that is commonly found on a professional stage. All common hand tools and personal safety items will be supplied by the Contractors assigned employees including but not limited to: gloves, closed toe shoes, screwdrivers, socket wrenches, hammer and basic hand tools required in each area of work.

## Exhibit C

### Schedule of Services

1. IATSE will provide trained and qualified applicants in each specialty area as requested by the City within 72 hours of being notified by the City of the need.
2. Contractor will be paid at the following rates:
  - 2.1 People who were City of Eugene employees as of July 1, 2006 will be paid on the following rate per hour schedule:

<i>Classification</i>	<i>Regular Performances Rates</i>	<i>Hult Rates</i>	<i>Resident Companies and Local Performances Rates</i>
Department Head	\$18.63	\$16.94	\$16.20
Specialist	\$17.98	\$16.35	\$15.63
Grip	\$17.27	\$15.70	\$15.02

- 2.2 People who were not employed by the City of Eugene as of July 1, 2006 will be paid on the following rate per hour schedule:

<i>Classification</i>	<i>Resident Companies and Local Performances Rates</i>
Department Head	\$16.20
Specialist	\$15.63
Grip	\$15.02

3. The City will pay the Contractor an additional 28% above the listed rates for their services.
4. The following hours and overtime provisions will be applied to all IATSE temporary employees working for the City.

- 4.1 Hours worked after midnight but before 8:00 a.m. shall be compensated at the rate of one and one-half (1-1/2) times the base hourly rate except when an employee has already worked in excess of eight (8) hours. In this case, the employee shall be compensated at the rate of two (2) times the base hourly rate.
- 4.2 Minimum time for calls shall be four (4) hours except for meetings or trainings. All hours shall be compensated at the applicable pay rates reflected above. For employees on the call schedule, work schedules showing employees' hours and workdays will be posted on bulletin boards in conspicuous places available to stage employees.
- 4.3 Stagehands shall receive pay for the hours worked on an hourly, continuity-of-service basis unless a break of more than two (2) hours is scheduled. In such case, both the initial call in and any callback shall be treated as separate minimum calls per paragraph 4.3 above. If a work period is scheduled followed by a scheduled break of two (2) hours or less, stagehands shall be paid for the entire scheduled period. All time paid for in this matter shall count toward the minimums in paragraph 4.3. above.
- 4.4 Leads shall be called in at least one (1) hour prior to the performance (show) time, which shall be included as part of the minimum call. All other stagehands shall be called in at least one-half (1/2) hour prior to the performance (show) time, which shall be included as part of the minimum call. Leads may be called one-half hour prior to the performance time when multiple performances occur during the same day.
- 4.5 Meal breaks shall be provided as follows:
- (a) Employees shall be allowed an uncompensated meal period of one (1) hour, which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift.
  - (b) A one-half (1/2) hour meal break may be called in lieu of an hour meal break with the condition that the employee is paid for the full hour and is provided by the Employer with an adequate meal no more than five (5) hours from the beginning of the shift of from the last meal break during the same call. The premium for delayed meals or meal breaks shall be compensated at one-half hours pay for each one-half hour or until the meal is provided or the one-hour break is given. The penalty will be paid for each one-half (1/2) hour employees are delayed by six minutes or more. The premium applied is in addition to the applicable hourly wage. No meal will be required for the first one-half (1/2) hour break after a performance, unless the meal break would be required during the performance. Any call back after a meal break shall be for a minimum of two hours.
  - (c) Meal periods shall be on the Employer's time when the employee is required to remain on the premises or at a prescribed work site in the interest of the Employer. No meal break shall be less than one-half hour. Meal breaks shall not be unreasonably interrupted.
  - (d) Employees shall be allowed an uninterrupted rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) hours, or major portion thereof, of working time. Rest periods shall be scheduled as nearly as possible to the mid-point of the work period. Where the nature of the work allows the employees to take unscheduled rest periods as needed, scheduled rest periods are not required. If departments are established, then breaks may be staggered by department. The Employer shall notify the Department Head in time for him/her to inform all employees of impending breaks and meals.

- (e) No meal breaks shall be taken during a performance.
- 4.6 For any first call placed with less than twenty-four (24) hours to the affected employee, a bonus equivalent to two (2) hours of pay at the assigned rate shall be paid to any employee scheduled to fill the call.

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## Exhibit D

### Description of Services

The Contractor shall provide trained professionals in each of the areas listed upon request from the City.

1. **Department Head**  
The Department Head is responsible for coordinating productions with management during calls and performing other stage-related work. Department Heads cover such skill areas as Fly Operator (Riggers), Electricians, Properties, Sound, and Wardrobe. As lead workers, they are responsible for the direction of the activities of the stage crew and may also be assigned Grip work.
2. **Specialist**  
Any employee working in a position designated as Specialist and not employed as a Steward or Department Head, shall be paid at the Specialist rate. These positions shall include but are not limited to: Follow Spot Operator, Flyrail Grip, Ground Rigger, Sound Grip, Projection Grip, Truck Loader, Construction Carpenter and Wardrobe Seamstress.
3. **Grip**  
The Grip is typically responsible to the Department Head in the performance of stage work including but not limited to loading in/out, maintenance, lighting, sound, rigging, costuming, props, video, projection, and other stage-related work.

**AMENDMENT # ONE**

City of Eugene Contract #2007-03604

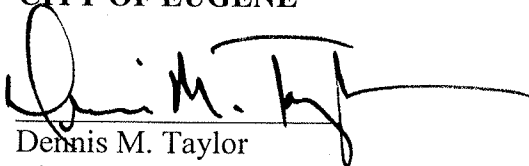
This amendment is made to the TRADE SERVICES FOR STAGEHAND SERVICES Contract dated September 1, 2006, between the Hult Center (City) and IATSE LOCAL 675. (Contractor).

City and Contractor mutually agree to amend the contract referenced above effective on November 16, 2006 as follows:

1. Continuous hours worked in excess of 8 (eight) hours shall be compensated at the rate of one and one-half (1 1/2) times the base hourly rate.
2. Hours compensated but not worked shall not count toward the overtime calculations in this agreement.

All other terms and conditions of this contract remain in full force and effect.


**CITY OF EUGENE**



Dennis M. Taylor  
City Manager

Date: 11-27-06

**CONTRACTOR**



Alex Fontain  
President-IATSE Local 675

Date: 11-17-06

**AMENDMENT # TWO**

City of Eugene Contract #2007-03604

This amendment is made to the TRADE SERVICES FOR STAGEHAND SERVICES contract dated September 1, 2006, between the Hult Center (City) and IATSE LOCAL 675 (Contractor).

City and Contractor mutually agree to amend the contract referenced above effective on September 1, 2008 as follows:

**Add the following provisions after 4.6 in the current agreement:**

4.7 The Employer compensates employees for overtime worked in accordance with the provisions of the sections below, which supersede the provisions of ORS 279.340 in the computing of overtime payments.

(a) Hours worked in excess of forty (40) hours in the seven (7)-day (one-hundred sixty eight [168]-hour) work period, or in excess of eight (8) hours without a break of at least eight (8) hours shall be compensated at the rate of one and one-half (1½) times the base hourly rate. After fourteen (14) hours of work in a twenty-four (24) hour period, the rate of compensation shall be two (2) times the base hourly rate. Once an employee has reached a premium rate, she/he receives that rate for all hours worked over forty (40) in the work period.

(b) Hours worked on any of the designated holidays are compensated at one and one-half (1½) times the base hourly rate. The designated holidays are: Martin Luther King Day (3rd Monday in January), Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. Holidays start at midnight and continue until the employee has had a break of at least eight (8) hours.

(c) No "pyramiding." Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

**Replace current contract Exhibit C-2 - Table 2.1 and Table 2.2 with the following:**

2.1 Effective rate per hour of pay for classifications listed as of September 1, 2008.

<i>Classification</i>	<i>Regular Performances Rates</i>	<i>Hult Rates</i>	<i>Resident Companies and Local Performances Rates</i>
Steward	\$20.09	\$18.26	\$17.47
Head Carpenter	\$20.09	\$18.26	\$17.47
Department Head	\$19.18	\$17.44	\$16.68
Specialist	\$18.51	\$16.84	\$16.09
Grip	\$17.78	\$16.17	\$15.47

2.2 Effective rate per hour of pay for classifications listed as of September 1, 2009.

<i>Classification</i>	<i>Regular Performances Rates</i>	<i>Hult Rates</i>	<i>Resident Companies and Local Performances Rates</i>
Steward	\$20.69	\$18.80	\$17.99
Head Carpenter	\$20.69	\$18.80	\$17.99
Department Head	\$19.75	\$17.96	\$17.18
Specialist	\$19.06	\$17.34	\$16.57
Grip	\$18.31	\$16.65	\$15.93

Add the following to Exhibit D:

4. Head Carpenter

The position serves as the overall stage work coordinator for the event and is responsible for the work and coordination of each department and member of the crew. The Head Carpenter is responsible for direct communication and coordination with Front of House personnel, as well as representatives of Management during the course of the load-in, show call, and load-out. The Head Carpenter will be responsible for monitoring all aspects of stagehand safety, performance, and behavior during the call and notifying a supervisor of any concerns.

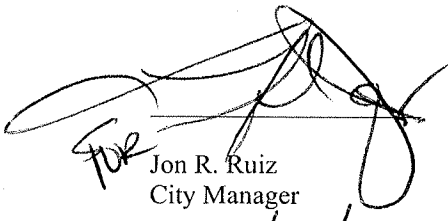
5. Steward

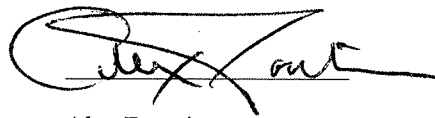
The position serves as the lead worker on shows with large crews and has responsibility for checking in personnel, assigning stagehands to departments, coordinating work periods and breaks with the production manager/road carpenter, responding to unanticipated needs, and informing the Assistant Technical Director or Technical Director of any potential safety or other problems.

All other terms and conditions of this contract and previous addendum remain in full force and effect.

CITY OF EUGENE

CONTRACTOR

  
Jon R. Ruiz  
City Manager  
Date: 8/29/08

  
Alex Fontain  
President-IATSE Local 675  
Date: Aug 22 08