

Letter of Agreement
MERC and IATSE Local 28

This is a Letter of Agreement (LOA) between MERC (hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to overhires of Audio Visual Technicians (hereinafter referred to as "Extra Audio Visual Technicians") at the Oregon Convention Center.

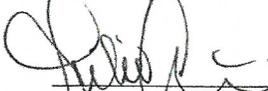
RECITALS

The parties wish to establish an alternative procedure for hiring Extra Audio Visual Technicians at the Oregon Convention Center on a trial basis.

AGREEMENT

1. Where the amount of work exceeds Audio Visual staffing levels and/or there are insufficient staff with the applicable skills, management will schedule Extra Audio Visual Technicians with the Union who can perform the duties required to the satisfaction of the Employer and third parties paying for services.
2. The Employer may request an individual by name or by asking the Union to dispatch a worker.
3. The Employer retains the right to refuse any Extra Audio Visual Technician referred by the Union.
4. An Extra Audio Visual Technician is responsible to perform all duties of the Audio Visual Technician classification.
5. The Union shall provide the qualified personnel to fill the call within 24 hours of the notice of a staffing need. If the Union is unable to fill the call within 24 hours' notice, the Employer may fill the call by other means.
6. An Extra Audio Visual Technician shall be subject to the terms and conditions of the Agreement and paid in accordance with Exhibit A.
7. For all Extra Audio Visual Technicians that are not enrolled in a Metro Sponsored Health Insurance plan, the Employer agrees to contribute to the IATSE National Health & Welfare Fund 19% of the gross wages earned.
8. The Union shall indemnify, hold harmless, and defend the Employer, its agents, employees and elected officials from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from the employer's contribution to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This 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.
9. This agreement shall not set precedent, alter, or have effect on the terms and conditions existing between the Union and Metro except as specifically stated in this agreement.
10. Prior to the expiration of this agreement, the parties will meet to discuss an extension to this agreement.
This LOA will become effective March 1, 2020 and shall expire on March 1, 2021.

For Metro:



Julio Garcia Date 3-13-2020
Human Resources
Metro

For IATSE Local 28:



Rose Etta Venetucci Date 3/13/20
Business Representative
IATSE Local 28