

**Letter of Agreement
METRO and IATSE LOCAL 28**

**Vacation Pay-Out &
Contributions to Health & Welfare Fund**

This is a Letter of Agreement (LOA) between the Metropolitan Exposition Recreation Commission/Metro (collectively referred to as "Metro") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada Local 28 (hereinafter referred to as Union) regarding vacation pay-out and health and welfare contributions.

RECITALS

- A. Metro and the Union are parties to a collective bargaining agreement effective July 1, 2019 through June 30, 2022 that covers stagecraft work at the Portland 5 Centers for the Arts facilities;
- B. The novel coronavirus (COVID-19) pandemic and March 8, 2020 Executive Order No. 20-03, in which Oregon Governor Kate Brown declared a statewide emergency, has resulted in cancelation of all stage work, stage maintenance, performances and events in P5 venues for a period of uncertain duration;
- C. The parties have a mutual interest in supporting the bargaining unit employees as they endure the financial hardship and uncertainty ahead and resuming operations as smoothly as possible when the crisis abates; and
- D. The parties hereby agree to the following arrangement regarding vacation pay-out and health and welfare contributions as a means to support bargaining unit employees.

AGREEMENT

- 1. Metro will provide a cash pay-out of any accrued but unused vacation up to 80 hours for the Department Heads covered by the above-referenced collective bargaining agreement who opt for such cash-out.
- 2. Metro will extend health insurance coverage to all Department Heads currently on Metro's health benefit package until July 31, 2020.
- 3. Metro will make a one-time contribution to the IATSE National Health & Welfare Trust Fund in the amount of \$13,218.50. This sum constitutes \$1 per hour worked for the Relief Department Heads and Extra Stage Labor from March 1, 2019 to February 29, 2020. It is the parties' intention that this sum will be allocated to Relief Department Heads or Extra Stage Labor and based on the number of hours worked by the employee at a P5 venue during that time period. For example, if an employee worked 550 hours in a P5 venue during that time period, the employee would receive \$550; likewise if an employee worked 2 hours in a P5 venue during that time period, the employee would receive \$2.
- 4. Notwithstanding Article 4.2 of the parties' CBA, employees who return to work following their lack of work due to the COVID-19 crisis shall not be deemed to have had a break in service regardless of the length of the time off work, shall not be subject to a rehire process (application, interview, etc.), and shall retain all prior service and seniority for all purposes up to one year.

