

Letter of Agreement
METRO and IATSE LOCAL 28 (AV at OCC)
Layoff Protocols for AV Leads
Health & Welfare Contributions for AV Leads and AV Technicians

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 layoff protocols for lead audio visual technicians ("AV Leads"), and health and welfare contributions for AV Leads and audio visual technicians ("AV Techs").

RECITALS

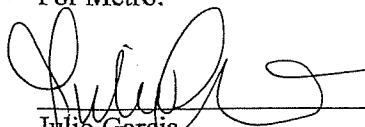
- A. Metro and the Union are parties to a collective bargaining agreement effective July 1, 2019 through June 30, 2022 that covers audio visual technicians and lead audio visual technicians at the Oregon Convention Center ("OCC");
- B. The novel coronavirus (COVID-19) pandemic and March 8, 2020 Executive Order No. 20-03, in which Oregon Governor Kate Brown declared a statewide emergency, has resulted in cancellation of all set up, strike and operation of temporary event-related audio visual equipment at the OCC for a period of uncertain duration;
- C. Due to the cancellation of all bargaining unit work, all AV Techs will not be scheduled for any shifts for the foreseeable future and all AV Leads will be laid off;
- D. 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;
- E. The parties also share a mutual interest in outlining protocols that will govern the layoff of the AV Leads;
- F. The parties hereby agree to the following arrangement regarding layoff protocols for the AV Leads and health and welfare contributions for all bargaining unit members.

AGREEMENT

- 1. On Monday, March 30, 2020, Metro will provide layoff notices to all OCC AV Leads notifying them that they will be laid off effective April 15, 2020 due to the cessation of venue operations necessitated by the novel coronavirus crisis. The layoff notice will express the intent to return laid off employees to work when possible, and request that the employee notify management of any changed contact information so that they can be easily contacted for recall.
- 2. In addition to paying all bargaining unit employees for all scheduled and anticipated shifts through April 1, 2020, which was previously promised, Metro will pay two of the three OCC AV Leads at their regular pay rate for 40 hours per week for two additional weeks after April 1, 2020.
- 3. Metro will provide a cash pay-out of any accrued but unused vacation for the three OCC AV Leads.

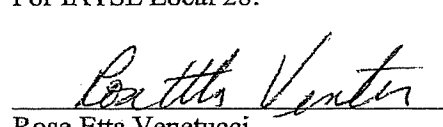
4. If any of the AV Leads are re-hired within 180 days from the layoff date, Metro will reinstate any balance of accrued but unused paid sick time and restore the employee's eligibility earned before the layoff.
5. Notwithstanding the premium sharing provisions Article 10.2 and 10.3 of the parties' CBA, Metro will pay 100% of the health insurance premium to provide coverage at current coverage levels to all AV Leads and to all AV Technicians currently receiving health insurance benefits through Metro's plan through July 31, 2020. Thereafter, bargaining unit members will be eligible to elect continuing coverage under COBRA for up to 18 months at their own expense. Such expense shall not exceed the full cost of the premium for the plan they choose.
6. For AV Technicians who return to work following the coronavirus crisis, the "look-back" period for purposes of determining insurance eligibility under Article 10.3 shall be waived for 2020 and 2021, and employees shall be deemed to have the average paid hours per week they had for the November 1, 2018 through October 31, 2019 look-back period for 2020 and 2021. The look-back calculation shall resume for the 2022 year with the period of November 1, 2021 through October 31, 2022.
7. Notwithstanding Article XIX of the parties' CBA, employees who return to work following their layoff or 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.) up to a maximum of a one-year period.
8. When operations begin to resume and there is any need for bargaining unit labor, Metro will recall AV Leads in order of seniority. Metro may recall AV Leads based on work availability and work needs, and may schedule employees to work on a full-time, part-time or flexible schedule. Bargaining unit AV technicians will be scheduled based on events and skillset needed before Metro calls any extra audio visual labor through the IATSE hiring hall or hires any new AV technicians. Employees shall have the right to delay their return by up to two full weeks in order to make necessary arrangements to leave interim employment or return to the Portland area. In the event an employee is unable to return in time to meet the work need, Metro may utilize extra audio visual labor through the IATSE hiring hall. Nothing in this agreement will bind Metro to first recalling all three AV Leads before scheduling audio visual technicians or extra audio visual labor through the IATSE hiring hall.
9. Metro will meet or hold telephone or video conferences with the IATSE Local 28 Business Representative at least once per month for the purpose of a providing a status update and answering questions.
10. This Letter of Agreement is not considered precedent setting for any interpretation of the Collective Bargaining Agreement, Metro's personnel policies or any past practice. The Agreement shall not be cited or used in any subsequent grievance, negotiation, or in any other forum except to enforce the terms of this Agreement.

For Metro:


 Julio Garcia
 HR Director

3/30/20
 Date

For IATSE Local 28:


 Rose Etta Venetucci
 IATSE Business Representative

3/30/20
 Date