

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

Arlene Schnitzer Concert Hall Audio Enhancement Project

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 the use of stagehand labor for the Arlene Schnitzer Concert Hall ("ASCH") Audio Enhancement Project.

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. Despite the COVID-19 pandemic, Metro must work on a capital project to enhance audio in the Arlene Schnitzer Concert Hall over the next several weeks; and
- D. The parties hereby agree to the following arrangement regarding the use of stagehand labor for this project.

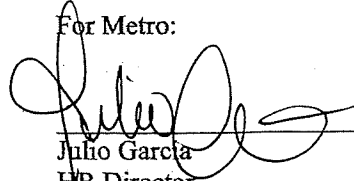
AGREEMENT

- 1. For the duration of the ASCH Audio Enhancement Project, which is expected to begin on April 22, 2020 and continue through May 15, 2020, Article VI, Section 6.3.1 and 6.4.11 of the parties' CBA will be modified as follows:
 - a. Stagehands who work on the ASCH Project will be paid at their regular rate of pay for their entire anticipated shifts from 6:00 a.m. to 3:00 p.m. The Union agrees to waive premium rate requirements under Section 6.3.1 for the two hours from 6:00 a.m. to 8:00 a.m., provided they do not work between 12:00 a.m. and 6:00 a.m. of the same day.
 - b. In the event stagehands are assigned to work anytime between the hours of midnight and 6:00 a.m. the same day as their anticipated 6:00 a.m. to 3:00 p.m. shift, double-time will be paid as per Section 6.3.1 and, if they work 120 minutes between midnight and 6:00a.m., they will remain in double-time status until they have had eight hours of rest time as per Section 6.4.11.
 - c. For example, if stagehands are called to work at 5:00 a.m. instead of 6:00 a.m., they will receive double-time pay from 5:00-6:00 am and will move to straight time at 6:00 a.m. If stagehands are called to work at 4:00 a.m. or earlier or if they work the night before until 2:00 a.m. or later, they will receive double-time for all hours worked between midnight and 8:00 a.m. and until they have had eight hours of rest.

2. This Letter of Agreement is not precedent setting for any interpretation of the collective bargaining agreement, Metro's personnel policies, LOAs, 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.

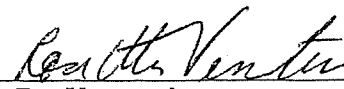
3. This Agreement will be effective upon the final signature of both parties and will expire upon completion of the ASCH Project.

For Metro:


Julio Garcia
HR Director
Metro

4/23/2020
Date

For IATSE Local 28:


Rose Etta Venetucci
IATSE Local 28

4/22/20
Date