

LETTER OF AGREEMENT

MERC and IATSE Local 28

Extra Stage Labor

The parties to this Letter of Agreement are IATSE Local 28 (Union) and the Metropolitan Exposition-Recreation Commission/Metro (Employer).

WHEREAS, the Union and the Employer are parties to a collective bargaining agreement effective July 1, 2016 through June 30, 2019 that covers stagecraft work at the Portland 5 Centers for the Arts facilities;

WHEREAS, the parties anticipate entering into a successor agreement for a new three-year term from July 1, 2019 through June 30, 2022; and

WHEREAS, the parties wish to clarify which terms and conditions apply to “extra stage labor” as that term is used in the collective bargaining agreement;

THE PARTIES HEREBY AGREE to the following terms pertaining to “extra stage labor”:

1. **Extra Stage Labor Defined:** “Extra stage labor” as used in Article 1.1.1 and throughout the collective bargaining agreement shall include all employees of the Employer, other than Department Heads and Relief Department Heads, who perform stagecraft work at the Portland 5 venues, including but not limited to extra “stage maintenance labor” and extra “event stage labor.”
2. **Hiring of Extra Labor:** The Union shall be the exclusive source of obtaining qualified extra stage labor. That is, in accordance with past practice, the Union shall be given the first opportunity to refer applicants to the Employer for employment, and the Employer can hire from other sources only if the Union cannot supply the needed employees.
 - a. The Employer shall endeavor to provide seventy-two (72) hours advance notice for all new work calls that require twenty-five (25) extra stage labor workers or less. For calls over twenty-five extra stage labor workers, the Employer will give the Union at least one week’s notice and twelve (12) hours for calls which continue work from the previous day’s call. The Union shall endeavor to provide the call list at least twenty-four (24) hours in advance.
 - b. When the Employer states bona fide requirements or special skills and abilities in the request for employees, the Union shall refer the first person on the list possessing such skills and abilities. When riggers are specified for a work call, preference shall be given to referents who hold ETCP or similarly recognized certification. The Union shall provide personnel who possess the necessary level of skills, knowledge and expertise required to perform duties and handle

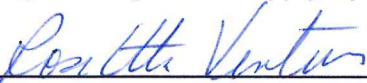
responsibilities to the general satisfaction of the Employer. The Union agrees to inform employees that they are required to arrive at any work calls with:

- i. All Extra Stage Labor, excluding Wardrobe: basic hand tools including hammer, adjustable wrench, pliers, diagonal cutters, screwdrivers, and gloves;
 - ii. Wardrobe: work apron, scissors, safety pins, flashlight, needle and thread.
 - c. The Union agrees that when referring applicants for employment, its selection will be made in a lawful, non-discriminatory manner in accordance with the Union's Hiring Hall Rules. It is further agreed that the Hiring Hall Rules will adopt reasonable standards or criteria for the making of referrals and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis. No modifications to the Union Hiring Hall Rules will be adopted which are contrary to this Agreement.
 - d. The Employer shall have the right to reject, in writing, any job applicant referred by the Union in accordance with the provisions of this Agreement. The written notice to the Union must specify the cause for the rejection.
3. **Modifications of CBA Terms/Conditions:** All terms and conditions of the collective bargaining agreement shall apply to Extra Stage Labor with the following exceptions/modifications:
- a. In lieu of vacation, as provided in Article VIII, and sick leave, as provided in Article XVIII, Extra Stage Labor shall, in accordance with past practice, continue to receive PTO in accordance with the terms attached hereto as [the PTO for Extra Stage Labor LOA](#).
 - b. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one percent (1%) of the gross wages earned by each employee performing Extra Stage Labor. Such payment shall be due and payable for work performed on and after the effective date of this Agreement and shall be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by the Employer, numbering two Employer Trustees and two Union Trustees, said payments are to be deposited in the account in the name of "I.A.T.S.E. Local 28 Training Fund" and shall be under the control of said Joint Board of Trustees; such contributions shall be utilized for the purpose of supporting the education of stagehands.
 - c. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one-

half percent (.5%) of the gross wages earned by each employee performing extra stage labor to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 20th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.

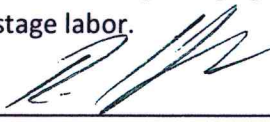
4. The following previously inactive classifications in the 2016-2019 Exhibit A: Wage Classifications will be added back into Exhibit A with the following corresponding rates:
 - a. Special Operators (additional sound or light board operators; follow-spot operators; pyrotechnicians; video, slide, or scenic projector operators; automation operators; forklift operators; laundry; stitcher; shoecraft; certified flaggers/Keller): (currently \$27.30, 3.5% increase effective 7/1/19)
 - b. Wardrobe Attendants/Dressers: Same as Grip Rate (currently \$24.83, 3.5% increase effective 7/1/19)
 - c. Wardrobe Department Head: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)
 - d. Wardrobe/Hair and Makeup: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)
 - e. Motion Picture Operators: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)

5. Any and all modifications to the 2016-2019 collective bargaining agreement to which the parties agree shall apply equally to extra stage labor.



Rose Etta Venetucci
Business Representative, IATSE Local 28

Dated: 9/5/19



Ross Hume
MERC/Metro

Dated: 9/5/19