

**Letter of Agreement  
MERC and IATSE Local 28  
Sick Leave for Relief Heads**

This is a Letter of Agreement (LOA) between the Metropolitan Exposition Recreation Commission/Metro (collectively referred to as "Management") 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 sick leave for Relief Heads.

**RECITALS:**

- A. Management 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 parties differ as to interpretation of Article XVIII and wish to clarify administration of sick leave for Relief Heads;
- C. On or about early December 2021, the Union learned that Relief Heads were not accruing sick leave;
- D. The Union filed a grievance on December 5, 2021 alleging violations of Article XVIII and seeking restoration of all Relief Heads' sick leave accruals going back to 2016 when sick leave was first bargained;
- E. Management believes there was no intention to provide sick leave to Relief Heads in 2016 because it believed that the exemption provided for in ORS 653.646 applied;
- F. The Union disagrees and maintains Article XVIII clearly applies to all "Employees" in the bargaining unit, and unlike other provisions of the agreement, there is no exception for Relief Heads or alternate leave such as PTO for Extra Stage Labor;
- G. As per the parties' Letter of Agreement on PAID TIME OFF (PTO) for Extra Stage Labor, "Paid Time Off" or "PTO" is a bank of time provided by an employer to an employee that an employee can use to take any type of paid leave (vacation, illness, religious observance, personal business, funerals, bereavement, military leave, etc.);
- H. The parties have a mutual interest in clarifying the accrual and use of sick leave for bargaining unit employees hired as Relief Heads; and
- I. The parties hereby agree to the following interim agreement used until completion of successor bargaining in calendar year 2022 regarding the accrual and use of sick leave for bargaining unit employees hired as Relief Heads.

**AGREEMENT:**

1. To resolve this dispute, Management will provide all Relief Heads with Paid Time Off (PTO) at the rate of .05 hours per hour paid from July 1st, 2021 through the present.
2. PTO will be administered by Management through the current third party payroll service.
3. The accrual period for PTO is the calendar year. Relief Heads may accrue a maximum 40 hours of Paid Time Off in a calendar year. Any unused, accrued PTO will be cashed out at the end of the calendar year.
4. Relief Heads will not be allowed to accrue a total of more than forty (40) hours of PTO.
5. Use of PTO:
  - a. If the need to use PTO is foreseeable, Management may require reasonable advance notice of the Relief Head's intention to use PTO, not to exceed 10 days prior to the date the PTO is to begin or as soon as otherwise practicable.
  - b. Relief Heads will make reasonable effort to schedule PTO in a manner that does not unduly disrupt the operations of Management.
  - c. Management has the right to reject a non-emergency PTO request if it will disrupt operations.
  - d. In the case of unscheduled PTO, for illness or emergency, Relief Heads must notify Management as soon as possible so that Management may schedule a replacement.
6. PTO may be used in increments of one hour, up to 80 (eighty) hours per calendar year.
7. Relief Heads will be provided a written accounting at least quarterly of amount of accrued and unused PTO available with receiving PTO. If Relief Heads have concerns about the implementation of this policy, they may contact their Union Business Representative or the Management's Labor and Employee Relations department.
8. Union will withdraw with prejudice their Grievance regarding Sick Leave for Relief Heads filed December 5, 2021.
9. This Letter of Agreement is not precedent setting for any interpretation of the collective bargaining agreement, Management'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.

