

Letter of Agreement
MERC and IATSE Local 28
Modifications to IATSE 28 CBA 2023 to 2026

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 certain modifications of Article 3 and Article 6 of the 2023 to 2026 Collective Bargaining Agreement.

RECITALS:

- A. Management and the Union are parties to a collective bargaining agreement effective September 6, 2023 through June 30, 2026, that covers stagecraft work at the Portland 5 Centers for the Arts facilities;
- B. The parties agreed to language changes in Articles 3.2.2 during successor bargaining and now wish to clarify this language
- C. Specifically, this current language of Article 3.2.2 may increase the amount of hours an employee dispatched from the hiring hall performs work at the Brunish Theater;
- D. The parties agree that changes in Article 3.2.2 have a financial impact on non-profit users of the Brunish Theater;
- E. The parties have a mutual interest in supporting non-profit users of the Brunish Theater;
- F. Additionally, the parties mutually agreed to remove Article 3.2.6 language regarding a client's collective bargaining agreement with the Union which was not removed prior to ratification;
- G. The parties subsequently met and agree to an additional Department Head when an Orchestra is performing in the pit or on stage. This is a language change to Article 3.2.6;
- H. The parties mutually agreed not to increase the recording rate above 19% through June 30, 2026. This language was unintentionally omitted from Article 6.1; and
- I. The parties hereby agree to the following modifications of Article 3.2 and Article 6.

AGREEMENT:

- 1. Article 3.2.2:
 - a. When Management calls employees to be dispatched from the Hiring hall to perform work on a non-profit organization's production at the Brunish Theater, such employees

will work a minimum call of eight hours for load in and a minimum call of four hours for load out at the Department Head rate in Exhibit A.

- b. A technical safety inspection will be conducted by a Department Head and Production Manager with time to sufficiently address any issues. Should the client or Management determine additional hiring hall assistance is needed through the course of the client's run, a hiring hall employee will be called to perform such work at the rate corresponding to the work performed.

2. Article 3.2.6:

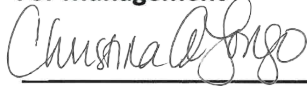
- a. Strike language: This provision will not supersede a client's Collective Bargaining Agreement with IATSE.
- b. Update language: At the Newmark Theatre, when a production brings an Orchestra to perform from the pit or on stage, an additional Department Head will be assigned for setting and striking the Orchestra and during all rehearsals and performances.

3. Article 6.1:

- a. Add language: Recording rate will remain at 19% of wages throughout the current agreement.

- 4. This agreement is effective upon execution and will continue until agreement is reached in successor collective bargaining during calendar year 2026 between Union and Management.

For Management



3/3/2024

Christina Longo
Labor and Employee Relations
Program Supervisor

For Union



Rose Etta Venetucci
Business Representative
IATSE Local 28