

LETTER OF AGREEMENT

Metro and AFSCME Local 3580 Metro Paint Voluntary Layoffs

This is a Letter of Agreement (LOA) between the Employer and AFSCME Local 3580 (hereinafter referred to as “AFSCME”) in regard to the voluntary layoff of AFSCME members at Metro Paint.

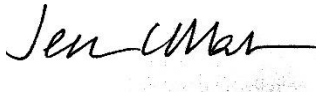
RECITALS

- A. The Employer and the Union are parties to a collective bargaining agreement effective July 1, 2017 through June 30, 2020;
- 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 unforeseen impacts on Metro’s finances and workforce;
- C. The parties share a mutual interest to support The Employer’s fiscal health as well as employee well-being during these uncertain times; and
- D. The parties hereby agree to the following arrangement regarding voluntary layoffs.

AGREEMENT

- 1. With respect to voluntary layoffs, Articles 16.4, 16.5, and 16.6, of the parties’ collective bargaining agreement will not apply.
- 2. Up to four AFSCME-represented employees at MetroPaint latex facility may volunteer to be laid-off in order of highest seniority;
- 3. Employees who choose to be voluntarily laid off will provide written notice of their intention to the Employer and AFSCME by signing the Intent Form attached hereto as Exhibit A. Such employees will receive 30-days of compensation at their regular rate of pay beginning on the date a signed copy of the Intent Form is received by the Employer. Once the signed Intent Form is received by Metro, the employee may not revoke or rescind their decision to elect to be voluntarily laid off. The signed Intent Form shall not be shared or provided to any third party without prior notification to the Union. The parties acknowledge that disclosure of this document is subject to requirements of the Oregon Public Records Law and any order by the District Attorney.
- 4. Employees shall accrue vacation leave during the 30-days of compensation and receive a cash pay out of such accrued leave on final paycheck.
- 5. Employees who choose to be voluntarily laid off will waive any and all bumping rights that they may have under Article 16 of the collective bargaining agreement.

6. Employees who choose to be voluntarily laid off will have no guarantee of reemployment after layoff. Layoff will be for a minimum of three (3) months. The three month period begins on the date signed on the Intent Form.
7. The parties agree that Articles 16.7 and 16.8 apply except as modified as follows: Employees shall have a one-year period beginning from signature date on Intent form to continue to voluntary layoff, and if they decline employment opportunities with Employer during this period, they will not be removed from the recall list. However, after this one-year period, if Employer provides recall rights to the position and the employee(s) declines, they are waiving any future recall or rights of return under Articles 16.7 and 16.8. The Union agrees that the one-year grace period described above does not extend the recall period beyond the three year period provided for in Articles 16.7 and 16.8.
8. Once every three months, or as required, the Union can request from the Employer information regarding current operational conditions of the facility and existing, available positions.
9. The Employer agrees to not contest any unemployment claims filed by employees who select this voluntary lay off option.
10. This Letter of Agreement is not precedent setting for any interpretation of the collective bargaining agreement, Metro's personnel policies, any other letter of agreement, 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.
11. This Agreement will be effective upon the final signature of both parties.



 Jenny Marston
 Metro Human Resources Deputy Director

5/4/20
 Date



 Elizabeth Goetzing
 President, AFSCME Local 3580

4/29/20
 Date



 Lori Baumann
 Oregon AFSCME Council 75

4/29/20
 Date

Voluntary Layoff LOA (EXHIBIT A)

Voluntary Layoff Intent Form

By signing this Intent Form, I am indicating my intention to be voluntarily laid off from my job at Metro Paint. Further, I acknowledge and understand that the following conditions will apply:

- Upon receipt of this Form by Metro, I may not revoke or rescind my decision to be voluntarily laid off.
- Upon receipt of this Form by Metro, I will receive compensation at my regular rate of pay for a period of 30-days.
- I am waiving any and all bumping rights that I may otherwise have under the Metro/AFSCME collective bargaining agreement.
- I have been provided a copy of the letter of agreement regarding voluntary layoffs within Metro Paint, and I agree to the terms of the recall rights and rights of return as they are set forth in paragraph 7.
- Voluntary layoff will be for a minimum of three (3) months and I have no guarantee of reemployment after layoff.

My signature on this Intent Form indicates that I am electing to be voluntarily laid off freely and of my own accord, that I have had ample opportunity to consider this decision and consult with my union representative.

Signature

Name (Printed)

Date