LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between Metro ("Employer") and AFSCME Local 3580, ILWU Local 28, and LiUNA Local 483 ("Unions") regarding modifications to the parties' collective bargaining agreements ("CBAs") during the COVID-19 Pandemic.

RECITALS

A. Employer and Unions are parties to existing collective bargaining agreements;

B. On March 8, 2020, Oregon Governor Kate Brown declared a State of Emergency in response to the COVID-19 (Coronavirus) pandemic, which has resulted in unforeseen impacts on Employer's operations, finances and workforce;

C. On April 2, 2020, Metro Chief Operating Officer declared a State of Emergency as a result of the COVID-19 pandemic in Resolution No. 20-5096;

D. Employer and Unions share a mutual interest to support Employer's operations, finances and workforce during these uncertain times;

E. The parties agree that during the COVID-19 crisis some of the terms of the parties' collective bargaining agreements and other working conditions should be modified; and

F. The parties hereby agree to modifications in the parties' CBAs as provided in this LOA.

AGREEMENT

The parties stipulate and agree as follows:

1. **Personal Protective Equipment:** Employees who are expected to work during the COVID-19 crisis will receive proper personal protective equipment. Safety coordinators will check in frequently with workers to ensure their safety concerns are being addressed in a timely manner. Employer will strive to give added emphasis to worker safety during the COVID-19 pandemic.

2. **Temporary Suspension of Accrual Caps and Time Limits for Use of Accrued Leave:** CBA provisions regarding caps on vacation accruals will be temporarily suspended until June 30, 2021. After June 30, 2021, the limit on vacation accruals will be reinstated and employees will be expected to use (or lose) any vacation accruals that exceed the cap provided for in their CBA. The parties agree that employees will be able to use vacation leave earned through this LOA through June 30, 2021. The use of other personal holidays and administrative leave will be extended through June 30, 2021.

3. **Extra COVID Compensation:** Employees identified as "essential," as identified below, who must report to a worksite during the COVID-19 crisis will accrue an additional 10 hours of vacation leave for every 10 shifts worked, or one hour vacation leave accrual

for each shift worked. (This accrual shall be prorated for shifts that are less than eight hours; i.e., a four- hour shift shall result in .5 hour additional vacation leave accrual.) This additional leave does not apply to employees who are working remotely, or to telework shifts completed by essential employees. This accrual will be retroactive to Metro's "Essential Employee Emergency Policy," which was effective March 13, 2020, and through July 31, 2020. This additional leave will apply to employees who are in employed status with Metro as of the date of enactment of this LOA or who are hired by Metro while this policy is in effect.

For represented employees in variable hour or other status that do not accrue vacation, they will accrue Hazard time in the method described above.

4. **Essential Employee:** For purposes of this LOA, "essential employee" is defined as an employee who is currently employed by Metro and who meets the following criteria: someone who is required to report to a worksite during the time period beginning with Metro's "Essential Employee Emergency Policy" through the life of this agreement. The parties may mutually agree to extend the time period in which essential employees are entitled to Extra COVID Compensation described in item 3, above.

5. **Look Back Periods:** Look back calculations to establish pro-rated insurance premiums, holiday pay and other benefits under relevant CBA articles will be waived for the 2020 calendar year for any employee with a reduction in hours due to COVID. For current employees and those recalled, their calculation would be based on average paid hours for weeks November 1, 2018 through October 31, 2019. This calculation would be used for benefits through December 31, 2021.

6. **Discipline:** For the duration of Metro COO's Declaration of Emergency, Employer will not use absence due to illness for COVID-19 or flu-like symptoms as a basis for employee discipline.

7. 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.

8. This Agreement will be effective upon the final signature of all parties.

For Metro:

5/15/20

Jenny Marston — Date
HR Deputy Director

For AFSCME:

5/21/2020

Elizabeth Goetzinger — Date
President

For ILWU:

Vaughn A. Emmons 05/19/2020

Vaughn Emmons Date

For LiUNA:

MAY 19, 2020

Farrell Richartz Date
Business Manager