

**LETTER OF AGREEMENT**  
**Metro and ILWU Local 28, Schedule reduction and**  
**Work Share program, through July 31, 2020**

This Letter of Agreement is hereby entered into by and between Metro and ILWU Local 28 for the purpose of modifying the work schedules and compensation for impacted members of the bargaining unit.

WHEREAS, the parties recognize the significant challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic; and

WHEREAS, the parties agree that the pandemic will have both short-term and long-term adverse impacts on Metro's budget; and

WHEREAS, the parties acknowledge the presence of state and federal resources that can be accessed during this emergency in the form of assistance to eligible workers whose schedules are reduced;

THEREFORE, Metro and ILWU Local 28 hereby agree to the following:

1. The hours of the work week for all members of the bargaining unit (who are not exempted from this Letter of Agreement per paragraphs 5 and 6) shall be reduced by 20%, for each week beginning June 8, 2020, through July 31, 2020. For example, an employee regularly working 40 hours per week reduced by 20% will work 32 hours per week. Work schedules will be determined based on the member's job responsibilities at the direction of the supervisor. As permitted by operational needs, Metro will make every effort to ensure 4 consecutive work days.
2. The compensation of bargaining unit members shall be reduced by 20% for each of the weeks in which the schedule reduction is in place. An impacted bargaining unit member's benefits such as health insurance, and sick and vacation leave accruals are still covered in full so long as the impacted bargaining unit member's hours are reduced 20% of their normal work schedule. PERS contributions will be based on each impacted bargaining unit member's actual, reduced wages due to the schedule reduction. There will be no reduction in the creditable service calculation that determines the years and months of employment in a PERS-qualifying position and this in turn determines the full formula benefit for retirement.
3. Bargaining unit members will not be expected to and must not perform any duties whatsoever or to be available for any purpose on their scheduled days off during the weeks in which the schedule reductions are in place.
4. The parties acknowledge the waiver of Oregon's one-week waiting period for unemployment eligibility announced by Governor Kate Brown, thereby allowing bargaining unit members to be eligible for benefits beginning with the first reduced work week. Metro and ILWU Local 28 will work collaboratively to provide information to bargaining unit members to assist with the submission of state and federal unemployment claims, with the intention of allowing members to access all available government assistance, including assistance provided by the

Federal Pandemic Unemployment Compensation program (PUC program) as set forth in the CARES Act.

5. The parties acknowledge that the CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employees for access to unemployment insurance benefits, including the CARES Act PUC program payments of \$600 per week per eligible employee, and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties. Metro will exclude bargaining unit members from participation in the reduced work schedule program and maintain their regular wages, if the parties anticipate, or when they learn, that the bargaining unit member will be ineligible for state and federal resources based on the following factors:

A. The bargaining unit member has not been employed with Metro for 6 months full-time or 12 months part-time;

B. The bargaining unit member takes time off due to non-COVID-19 related illness or injury that excludes them from eligibility, including employees who regularly miss work due to FMLA, so long as that is reported to Metro in advance of Metro's weekly submission to the Oregon Employment Department;

C. If the Oregon Employment Department determines a bargaining unit member is ineligible for the work share program, Metro will allow the employee to retroactively apply available leave balances to make up the lost hours; or in instances where all leave banks have been exhausted, provide an advance of leave hours to cover the lost hours.

D. The bargaining unit member is determined to be "seasonal, intermittent or temporary";

E. In addition, bargaining unit members who have notified Metro of their intention to retire by June 30, 2023 will be excluded;

F. Bargaining unit members who hold a second job; or

G. Bargaining unit members who are currently receiving retirement income.

6. In addition, certain departments may not be able to participate in the schedule reductions in whole or in part due to operational needs. Metro will provide ILWU Local 28 with written notification of the departments, subject to this LOA, who will not participate in the schedule reductions in whole or in part.

7. Subject to approval by the Oregon Employment Division, Metro will make available on a one-time basis, upon written request from an employee, an advance on payroll to help bridge the gap between when the benefits described in paragraphs 4 and 5 are paid out to impacted bargaining unit members.

8. Should state or federal resources be denied or otherwise not be made available, all impacted bargaining unit members will be returned to their work schedule in effect prior to their participation in the Work Share program. However, Metro will not provide compensation to make up the difference should any impacted bargaining unit member experience a loss of income due to



their participation in the Work Share program. Metro will allow the employee to retroactively apply available leave balances to make up the lost hours; or in instances where all leave banks have been exhausted, provide an advance of leave hours to cover the lost hours.

9. Metro acknowledges that reductions in the number of staff working in an individual shift will result in changes to work processes and procedures for those shifts where a reduction occurs. The safety of staff remains the number one priority and processes will be implemented to ensure that staff safety is given priority over building safety.

10. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.

11. This Memorandum shall expire on July 31, 2020, and shall not set precedent for any future action.

12. 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.

**For Metro**

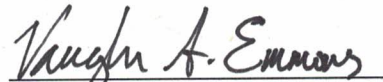


Jenny Marston  
Metro Deputy Human Resources Director

June 2, 2020

Date

**For ILWU Local 28**



Vaughn Emmons

6-02-2020

Date