

LETTER OF AGREEMENT

Metro and AFSCME Local 3580 Recalling for Short Term Event Shifts at Expo Center

This is a Letter of Agreement (LOA) between Metro ("Employer") and AFSCME Local 3580 ("Union") in regard to recalling of AFSCME members at the Expo Center in support of Summer 2020 Drive-In movie events.

RECITALS

- A. The Employer and the Union are parties to a collective bargaining agreement effective July 1, 2017 through June 30, 2020, and a one-year contract extension of the agreement through July 31, 2021;
- 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 recalling employees, and employees' ability to decline shifts.
- E. For purposes of this agreement, "Summer 2020 Drive-In movie" refers to those shifts offered and occurring or otherwise available in the months of August and September 2020 only and no other shifts or work at the Portland Expo Center or any other facility.

AGREEMENT

- 1. Employees may choose to decline shifts for the Summer 2020 Drive-In movie and will provide written notice of their intention to the Employer and AFSCME.
- 2. Employees who choose to decline shifts will not have their rights under Article 16.7 or 16.8 impacted and will retain their rights under the contract from their layoff date in April of 2020.
- 3. Acceptance of shifts for the Summer 2020 Drive-In movie is not considered part of a recall to a regular status position and the termination of those shifts for any reason will not result in employees being eligible for the 30-day notification period outlined in Section 16.6 of the current collective bargaining agreement.
- 4. For hours and shifts worked, employees will be eligible for the additional COVID-19 hazard compensation signed between the parties of one hour of vacation leave for each 8 hours worked. The cash value of this vacation leave shall be paid to the

employees on their paycheck reflecting the last shift worked for the Summer 2020 Drive-In movie series.

5. 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 is striving to give added emphasis to worker safety during the COVID-19 pandemic.
6. 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 will not be cited or used in any subsequent grievance, negotiation, or in any other forum except to enforce the terms of this Agreement.
7. This Agreement will be effective upon the final signature of both parties, and expire at the conclusion of the Summer 2020 Drive-In movie series



Melissa Edwards
Labor and Employee Relations Program Manager

8/14/2020
Date



Elizabeth Goetzing
President, AFSCME Local 3580

8/13/20
Date