

LETTER OF AGREEMENT

BETWEEN METRO and AFSCME Local 3580, Wildfire Emergency Closure Pay

This Letter of Agreement is hereby entered into by and between Metro and the American Federation of State, County and Municipal Employees (AFSCME) Local 3580 for the purpose of establishing emergency closure pay for employees at the Central and South transfer stations during the Wildfires of September 2020.

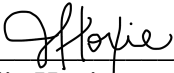
WHEREAS, the parties recognize the significant financial and safety challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic and the Wildfires in September of 2020; and

WHEREAS, the parties acknowledge the presence of state and local recommendations and guidelines beyond the control of WPES;

THEREFORE, Metro and ASFCME hereby agree to the following:

1. The parties acknowledge that regular status employees and variable hour employees who were scheduled for shifts between September 10th and until the transfer stations re-open, will receive Emergency Closure Pay at their regularly hourly rate for the shifts that were previously scheduled, but cancelled due to hazardous air conditions.
2. The parties acknowledge that employees who were not scheduled for actual shifts that were canceled will not receive Emergency Closure Pay.
3. The parties agree that for facilities operating on limited hours and with limited staff due to air quality and fire concerns, staff who are designated as essential personnel and are required to report to work or who volunteer for available shifts shall receive pay under Article 24.4 Inclement Weather.
4. The parties acknowledge that when transfer station operations are no longer closed due to air quality and fire concerns, preparation for reopening will need to occur before the sites are fully open and functional. The parties agree that employees normally scheduled for those days of the week and shifts shall report to work and will receive regular pay.
5. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this LOA shall remain in full force and effect.
6. This LOA shall expire on September 30, 2020 unless another date is mutually agreed upon, and shall not set precedent for any future action.
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.

For Metro:

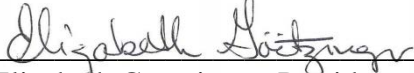


Julie Hoxie
Labor and Employee Relations Manager

9/21/2020

Date

For AFSCME Local 3580:



Elizabeth Goetzinger, President
AFSCME Local 3580

9/21/2020

Date



Christopher Johnson
Oregon AFSCME Council 75

9/21/2020

Date