

LETTER OF AGREEMENT

Metro and AFSCME Local 3580 Recalling for Short Term Shelter Shifts at Oregon Convention 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 Oregon Convention Center (OCC) to staff a temporary homeless services, Red Cross shelter or any other shelter operations that has been set up at OCC.

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. Oregon is currently experiencing unprecedented wildfire activity, that has devastated communities all across the state. The Red Cross has partnered with Metro to establish a temporary shelter for those impacted by the fires;
- C. 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;
- D. Multnomah County has partnered with Metro to establish a temporary shelter for people experiencing homelessness.
- E. The parties share a mutual interest to support the Employer’s fiscal health as well as employee well-being during these uncertain times;
- F. The parties hereby agree to the following arrangement regarding recalling employees, and employees’ ability to decline shifts; and
- G. For purposes of this agreement, “shelter work” refers to those shifts offered and occurring or otherwise available beginning September 12, 2020, in support of any shelter only and no other shifts or work at the OCC or any other facility.

AGREEMENT

- 1. Employees may choose to decline shifts for shelter work 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 shelter work 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.

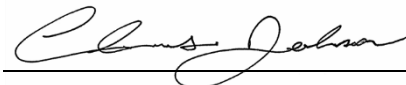
4. The parties acknowledge that they are currently negotiating an extension to provide COVID-19 hazard compensation to eligible employees, and employees who perform work under this agreement will be considered for this additional compensation under its eligibility terms.
5. Employees shall be placed at the pay range and step they held prior to job loss in April 2020. Any shift differentials and premium pay under Article 6: Hours and Shifts shall apply.
6. 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.
7. Employees who perform work under this agreement will be considered for eligible for TriMet transit benefit during the time period in which they are working under this Agreement.
8. 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.
9. This Agreement will be effective upon the final signature of both parties, and expire at the closure of shelter operations and all bargaining unit work related to shelter has concluded.



Date 9/15/2020
Melissa Edwards
Labor and Employee Relations Program Manager



Date 9/16/20
Elizabeth Goetzinger
President, AFSCME Local 3580



Date 9/16/20
Christopher Johnson
Field representative, Oregon AFSCME