

LETTER OF AGREEMENT
BETWEEN METRO AND LIUNA LOCAL 483

This Letter of Agreement is hereby entered into by and between Metro ("Employer") and LIUNA Local 483 ("LiUNA") for the purpose of establishing a voluntary separation option for current LiUNA employees at the Oregon Zoo and a voluntary schedule reduction option for animal keepers at the Oregon Zoo.

WHEREAS, the parties recognize the significant financial and safety 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 the Zoo's budget and ability to operate at capacity and that the Zoo has a unique situation where we are able to accommodate employees' requests for a voluntary separation and the animal keepers' requests for voluntary schedule reductions.

THEREFORE, Metro and LIUNA Local 483 hereby agree to the following:

1. Voluntary Separation Incentive.

On a one-time basis, Metro and LiUNA agree that Metro will offer a voluntary separation incentive to employees, under the following terms:

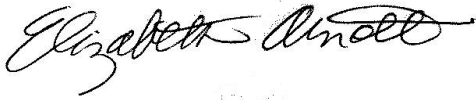
- a. Bargaining unit members may choose to voluntarily separate from Employer so long as written notice of retirement is provided on or before November 16, 2020. Employees must separate employment by January 31, 2021.
- b. Employees who elect voluntary separation will continue to receive health, dental and vision benefits for six months beginning the first of the month following the effective date of the employee's separation.
- c. In lieu of receipt of health benefits described above in 1(b), the employee may elect to receive a one-time payment of nine thousand dollars (\$9,000.00) minus all lawful taxes and withholdings.
- d. Any employee who voluntarily separates gives up any rights to recall, return or reemployment under the Metro-LiUNA CBA or applicable law. As a condition of receipt of any benefit or payment, the employee must sign a written release waiving any claims to these benefits or contractual rights, in addition to any other claim against Metro.
- e. Regular status employees as that term is defined in the existing CBA, section 1.5.1, who are in positions greater than or equal to 0.75 FTE and are eligible to participate in this voluntary separation incentive: employees who are within five (5) years of retirement from PERS "early retirement" (i.e., with reduced benefits based on age.)
- f. Approvals of voluntary separation requests from eligible employees are subject to operational needs and will not be unreasonably denied.
- g. The parties also agree that Metro will take no position on whether the employee is entitled to unemployment.
- h. The employee will be paid out the payment described in 1(c) if applicable, eight (8) days following execution of the written release. Employees will be paid for any accumulated vacation

minus all lawful deductions and taxes with their final paycheck. The parties agree that these payments are taxable and may be taxed at a higher rate, which is beyond Metro's control.

2. Voluntary Schedule Reductions for Animal Keepers

- a. The parties agree that animal keepers may elect to reduce their schedules by 10% between November 16th, 2020 and June 30th, 2021.
 - b. If at any time an employee wants to rescind their schedule reduction, they must give two weeks' notice to their supervisor.
 - c. If at any time operational needs require more hours, the General Curator will give two weeks' notice to the employee that their schedule reduction will end.
 - d. By November 10th, 2020, eligible employees must provide their manager with a written schedule indicating days and hours in each work week the schedule reductions will occur. Employee requests to change their schedule will not be unreasonably denied.
 - e. The parties agree that employees will reduce their schedules consistent with operational needs. Employees will be allowed to split up their schedule reductions into two separate time periods (i.e., an employee can take five consecutive work weeks with furlough hours and then take a break followed by five more consecutive work weeks with furlough hours). Employees may not reduce their schedule below 10% of their regular hours during any work week. For 1.0 FTE, this is the equivalent of four (4) hours per week.
 - f. Employees opting in to the schedule reduction are not eligible for Workshare under the Oregon rules.
 - g. Employees electing a temporary reduced schedule may continue to do so through June 30, 2021, unless economic conditions improve and Metro no longer requires the savings. Notwithstanding the preceding sentence, a manager and employee may agree to continue a schedule reduction up through June 30, 2021. If Metro cancels a temporary reduced schedule per this paragraph, it will provide the employee at least two weeks' advance notice of the cancellation.
 - h. Employees must notify their managers in writing of their election to take a temporary schedule reduction by November 10th, 2020. However, should an employee who has not elected to reduce their schedules, wish to reduce their schedule at a later date, they may do so upon mutual agreement between the manager and the employee with approval from the Department Director.
3. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this LOA shall remain in full force and effect.
 4. 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:




Elizabeth Arnott

Labor and Employee Relations Manager

November 6, 2020

Date

For LIUNA Local 483:



Farrell Richartz

Business Manager

NOVEMBER 6, 2020

Date