

## LETTER OF AGREEMENT

### **Metro and AFSCME Local 3580 Recalling for Short Term Vaccination Clinic 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, regional COVID-19 vaccination clinic and intermittent event work.

#### 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. Kaiser Permanente has partnered with Metro to establish a temporary clinic to administer COVID-19 vaccines;
- D. Updated State of Oregon pandemic response guidelines indicate facilities such as the Oregon Convention Center may host some retail events as infection rates decrease and activities resume. Such events are predicted to be intermittent while the region recovers from the economic impacts of the pandemic.
- 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, “vaccine clinic work” refers to those shifts offered and occurring or otherwise available beginning January 20, 2021, in support of any vaccine clinic work and no other shifts or work at the OCC or any other facility. Shifts are considered short-term in duration and hours and shifts each work week may vary. Positions under this agreement are not regular status or full-time.

#### AGREEMENT

- 1. Employer shall recall persons into these positions using seniority outlined in Article 16 as the order in which to contact recall list employees and offer work.
- 2. Due to the short term and variable hour nature of the work under this Agreement, this work is not considered a recall to a regular status position. Therefore, recall list employees may choose to decline these shifts. Those persons who decline work will retain their seniority and Employer will present the opportunity to the next least

senior person on the recall list. Employer may use this process for a period of 90 days for each new work opportunity that requires additional staff before needing to present work opportunities again to the least senior person on the recall list. Employees who choose to decline shifts will not have their rights under Article 16.7 or 16.8 impacted, and will retain their rights to recall under the existing CBA from their layoff date in April of 2020. Subsequently, positions under this agreement are not eligible for 30 day notification of termination outlined in Section 16.6 of the CBA.

3. Employees under this Agreement will have a written, 14-day paid notification of termination and the Union provided a copy of the notification. Schedule for the 14-day notification period shall be determined by taking an average of each prior, 7-day work week completed from start date under this Agreement.
4. Employees who perform work under this Agreement are eligible for the COVID-19 hazard compensation pursuant to the terms of the COVID-19 Hazard Pay Letter of Agreement executed by the parties on Nov. 17, 2020. Employees will be considered Tier A.
5. Employees shall be placed at the pay range and step in the Utility Worker Classification as of April 1, 2020. Employees who were laid off from a classification with a higher pay range, but will be returning to the Utility Worker Classification, will be placed on the Utility Worker step rate closest to their pay as of April 1, 2020. Event custodian positions will be placed at their former pay range and step using the updated pay schedule for AFSCME Local 3580, pay range 04, Building Custodian.
6. Any shift differentials, premium and report pay under Article 6: Hours and Shifts and Article 8, Section 2: Holiday Pay, shall apply.
7. Employees shall have all rights under Article 17. Discipline and Discharge.
8. Employees will be provided five (5) sets of uniforms including shirts and pants and any other clothing such as sweatshirts, coats and rain gear necessary for performing duties indoors and outdoors will be provided as needed. Uniforms provided will be returned upon completion of the assignment.
9. Employees who are expected to work during the COVID-19 pandemic 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.
10. Employees who perform work under this agreement will be considered eligible for TriMet transit benefit or free parking in OCC lots as long as it is offered to all OCC staff. Should OCC reinstate parking fees, all staff, including employees performing work under this agreement, will pay for parking in OCC lots.

- 11. 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.
  
- 12. This Agreement will be effective upon the final signature of both parties, and expire at the closure of vaccine clinic operations and all bargaining unit work related to shelter has concluded.



Melissa Edwards  
Labor and Employee Relations Program Manager  
Date 1/25/2021



Elizabeth Goetzinger  
President, AFSCME Local 3580  
Date 1/26/2021



Christopher Johnson  
Field representative, Oregon AFSCME

Date 1/26/2001