

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between Metro (“Employer”) and IUOE 701 and IUOE 701-1 (“Union”) regarding a COVID-19 Vaccines requirement for employees at Employer’s venues and departments.

RECITALS

- A. Employer and Union are parties to an existing collective bargaining agreement.
- B. On March 8, 2020, Oregon Governor Kate Brown declared a State of Emergency in response to the COVID-19 (Coronavirus) pandemic, which has resulted in unforeseen impacts on Employer’s operations, finances and workforce.
- C. As of August 11, 2021, the Delta Variant of COVID-19 is surging, creating increased risk for all people and employees.
- D. Employer and Union share a mutual interest to keep employees safe and protected during this pandemic, as well as a mutual interest in keeping our venues and departments viable and operating.
- E. The parties hereby agree to the following for COVID-19 vaccines:

AGREEMENT

The parties stipulate and agree as follows:

- 1. “Fully vaccinated” is defined as the vaccination status of an employee who is two weeks past their last dose in a vaccination series and up to date on boosters or following current guidance as provided by the CDC.
- 2. Beginning on August 28, 2021, for Portland’s, Oregon Convention Center and Portland Expo shows, events and programming the Employer will only offer hours and shifts and schedule employees who have submitted proof of vaccination. For those employees who have NOT submitted proof of vaccination or a request for accommodation, the following applies:
 - A. In instances where there is no show, event or programming occurring these employees will be offered hours and shifts based on business needs through October 17, 2021.
 - B. Through October 17, 2021, at Employee’s request, accrued leave such as vacation, personal leave, comp, deferred holiday, or other may be used for the loss of hours. Up to 40 hours of sick leave may be used through October 17, 2021.
 - C. These employees will be placed on unpaid leave beginning October 18, 2021 and Sections 4 and 5 of this Agreement will apply.

3. Employer will require all employees who are listed as "Active" in Employer's payroll and personnel system and available for work, or eligible to work through their Union's hiring hall process, to be fully vaccinated and provide documentation of vaccination to Employer by October 18, 2021.
4. Employees shall be provided notice of the vaccine requirement no later than September 10, 2021 and have until October 17, 2021 to provide documentation or submit an accommodation request following Employer's established workplace accommodation processes. The notice shall include instructions and deadline for submitting an accommodation request and the timeline of potential layoff actions beginning October 18, 2021 outlined in this Agreement. Employer shall provide a reminder of requirement, accommodations and potential layoff actions by September 24, 2021.
5. If employee fails to provide documentation or submit an accommodation request by this date, they shall be provided a notice of layoff, per Section 6 of this Agreement.
6. Notice of layoff
 - A. A layoff notice will be provided to employees who have not met the vaccine requirement or submitted an accommodation request for medical or religious exemption and will indicate that the employee is no longer eligible to report to work or complete any job duties, including remote work, beginning October 18, 2021. The notice will indicate that employees may use available accrued leave such as vacation, personal leave, comp, deferred holiday, or other leave to fulfill payment for normally worked hours through November 14, 2021. Up to 40 hours of sick leave accrual may be used for this purpose.
 - B. The notice will also state that the employee has through November 14, 2021 to submit documentation of full vaccination or a request for an accommodation to remain eligible for employment and return to reporting to work.
 - C. If no such request or documentation is received by November 14, 2021, Employee shall be put on laid off status and any recall and seniority rights under their current Union collective bargaining agreement shall be in effect, subject to the limitations set forth in this LOA.
 - D. Positions in which the employee has not met documentation or accommodation requirements by October 17, 2021 may have their position open for recruitment. If the employee notifies Metro by October 29, 2021 that they intend to meet the requirement by November 14, 2021 the recruitment will be put on hold.
 - E. Within 6 months of laid off status, if Employee shall become fully vaccinated, they can inquire with Employer regarding the availability of their former position. Should their former position be vacant at that time, and Employer has a business need to fill the vacancy, they may recall to their position.
 - F. Employees who submit documentation of their first dose of Moderna or Pfizer by October 17, 2021 shall be able to use available accrued leave such as vacation, personal leave, comp, deferred holiday, or other leave to fulfill payment for normally worked hours until fully vaccinated but no later than November 21, 2021. If employee fails to submit documentation of second dose by November 14, 2021, they will be put on laid off status and any recall and seniority rights under their current Union collective bargaining agreement shall be in effect, subject to the limitations set forth in this LOA.

- G. This notice of layoff supersedes any current Union collective bargaining agreement for notice for circumstances unless such notice is needed unrelated to a vaccine requirement.
7. Medical or religious accommodation request
- A. Employees may make requests for a reasonable accommodation based on a medical condition or disability or for sincerely held religious beliefs that prohibit them from receiving a COVID-19 vaccine(s). The accommodation process will be coordinated by Employer's Human Resources department. Philosophical, political, scientific, or sociological objections to vaccination shall not be considered as valid grounds for an exemption or accommodation.
 - B. Proper documentation of the conditions or reasons for the exemption request will be required. Accommodation processes and decisions shall follow requirements and guidance under current State and Federal Laws
 - C. Up to 40 hours of administrative leave will be available if an accommodation is delayed by Human Resources due to a lack of capacity. Otherwise, employees may use any accrued paid time off or may take unpaid leave until the request is resolved.
 - D. Employees may be put on unpaid leave status in instances where the employee has requested an accommodation but has not provided proper documentation for the medical or religious accommodation following Employer's accommodation policy and applicable laws. In such instances Employees shall be provided two weeks' notice before being placed into unpaid leave status or laid off status. This timeframe runs concurrently with that established in this agreement and does not extend requirement deadlines.
 - E. Possible accommodations from the vaccine requirement may include some or all of the following: regular COVID-19 testing, daily symptom screening and temperature checks, PPE requirements such as face masks, physical distancing and changes to work duties and assignments.
8. Unless already provided this incentive under Employer's interim COVID-19 vaccine policy for paid time incentives, employees who receive a COVID-19 vaccine will be provided with 4 hours of paid time for each dose. Such paid time will be provided no later than the second pay period from employee's first worked day.
9. Employees shall be provided 80 hours of Emergency COVID-19 Leave, if leave is needed for COVID-19 related reasons such as COVID-19 illness, post COVID vaccination symptoms or any exposure or suspected case quarantine. This leave cannot be used in instances outlined under Sections 7A and 6C of this agreement.

For subsequent booster doses of COVID-19 vaccines, employees shall be required to receive such doses within 30 days of eligibility per CDC recommendations. This requirement is subject to availability of the vaccine to employees (ie. should shortages or rationing occur) and will be extended if vaccine or booster doses are unavailable.

10. Employees listed as eligible for recall that were laid off prior to signing of this Agreement shall be notified in writing, to their most recent address on file, of Employer's vaccine requirement no later than September 24, 2021.
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 shall not be cited or used in any subsequent grievance, negotiation, or in any other forum except to enforce the terms of this Agreement.
12. Term of Agreement: This agreement is effective upon execution of the agreement and signature of Employer and the Union and may only be terminated upon mutual agreement of the Employer and the Union.

For Employer



9/24/21



09/24/2021

Marissa Madrigal
Chief Operating Officer

Elizabeth Arnott
Labor and Employee Relations Manager

For IUOE 701 and 701-1



9/22/2021

James Anderson
Business Manager

Date