

Letter of Agreement

This is a Letter of Agreement (LOA) between the Metro (“Employer”) and IUOE Local 701 and 701-1 (“Union”) in relation to the Kronos 8 timekeeping system outage.

RECITALS

- A. Metro and the Union are parties to existing collective bargaining agreements;
- B. On December 12, 2021, timekeeping system Kronos 8 was affected by a widespread ransomware attack that rendered Metro’s timekeeping data that is used to calculate payroll inaccessible;
- C. Payroll on December 17, 2021 for the pay period November 29, 2021 to December 14, 2021 has been entered manually by Metro in order to ensure on-time payment and as such may result in unintentional errors on employee paychecks.

WHEREFORE, the parties hereby agree to the following terms:

AGREEMENT

1. If an employee believes they are missing compensation for hours worked on their December 17, 2021 paycheck, they may contact the Kronos Help Desk and identify hours the employee believes are missing and whether they prefer to pick up their check at Metro Regional Center or have the check mailed to their home address. Metro will verify missed hours with the employee’s supervisor and issue the check based on missed hours as soon as possible.
2. If an employee believes that they are missing base rate adjustments for overtime, lead pay, work out of class pay, premium pay, differentials, or other similar exceptions to base rate, they may contact the Kronos Help Desk identifying the type of error via KronosHelpDesk@oregonmetro.gov. This will be considered a “Paycheck Adjustment Request.” Payroll will issue a payment for any amount requested that is less than \$200. Payroll will issue the check to the employee on either Tuesday, December 21 or Thursday, December 23, 2021 if the request is received by 8:00 AM on Thursday, December 23. If the request is received after 8:00 AM on December 23, payroll will issue the payment the next time that checks are cut.
3. Once the Kronos 8 system is restored, but no later than October 31, 2022, Metro will recalculate the original December 17, 2021 payroll according to the wage rules of the respective collective bargaining agreements. Metro will reconcile the original payroll with the accurate recalculation for each employee. Metro will additionally adjust any difference between the original payment and the accurate recalculation based on any “Paycheck Adjustment Request” that has been paid to the employee. For any remaining discrepancies, Metro will do the following:

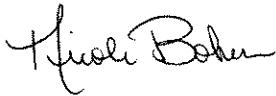
Overpayment: If an employee was overpaid because of Metro’s error, Metro will recover the overpayment in a lump sum no earlier than the third paycheck after the employee has been notified. If the payment to be recovered equals or exceeds 5% of the paycheck, the employee may request an alternative repayment arrangement, agreement to which will not be unreasonably denied. Metro may recover the overpayment sooner on the employee’s final paycheck if employment is terminated.

Overpayment due to Paycheck Adjustment Request: If an employee was overpaid due to payment based on a "Paycheck Adjustment Request," Metro will recover the remaining overage as a lump sum no earlier than the third paycheck after notification to the employee, and in no event later than December 31, 2022. However, Metro may recover the overpayment sooner on the employee's final paycheck if employment is terminated.

Underpayment: If an employee was underpaid, Metro will pay the underpayment on the same payroll on which the overpayments are recovered, no earlier than the third paycheck after notification to the employee.

4. This agreement supersedes overpayment and underpayment language in the collective bargaining agreement for the December 17, 2021 paycheck only.
5. This Agreement will be effective upon the final signature of both parties and will expire December 31, 2022. The parties may extend it by mutual written agreement.

For Metro



Nicole Bohan, Labor and Employee Relations

Date: 12/21/2021

For Union



James Anderson, IUOE 701, 701-1

Date: 12/21/21