

LETTER OF AGREEMENT

Metro and AFSCME Local 3580 Recall for variable hour work at Portland Expo 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 Portland Expo Center (Expo) to address intermittent, variable hour event work.

RECITALS

- A. The Employer and the Union are parties to a collective bargaining agreement (CBA) effective July 1, 2021 through June 30, 2025;

The novel coronavirus (COVID-19) pandemic has resulted in unforeseen impacts on Metro's finances and workforce. As Oregon, regional and nationwide businesses and communities recover from the economic impacts of the COVID-19 pandemic, facilities such as the Portland Expo Center will begin to resume pre-pandemic events and activities, however, such events and activities are predicted to be intermittent in the near term.

- B. The parties share a mutual interest to support the Employer's fiscal health as well as employee well-being during these uncertain times;

- C. The parties hereby agree to the following arrangement regarding recalling employees and employees' ability to decline shifts; and

- D. For purposes of this agreement, "variable hour work" refers to those shifts offered to non-regular status employees and occurring or otherwise available beginning August 1, 2021, in support of any event or activities at Expo. Shifts are considered short-term in duration and hours each work week may vary. Positions under this agreement are considered variable hour under the existing CBA and not regular status or full-time.

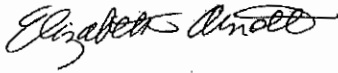
AGREEMENT

1. For the duration of this Agreement, the Employer recognize AFSCME Local 3580 as the exclusive representative for the purpose of establishing wages, salaries, hours, and other conditions of employment for the variable hour status of Utility Lead, Utility Maintenance Specialists and Event Custodians at Expo.
2. Employer shall recall persons into these variable hour positions using seniority outlined in Article 16 of the CBA as the order in which to contact recall list employees and offer work. 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 most senior person on the recall list.
3. 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 and will retain their rights to recall and retain their seniority 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.

4.
 - a. Those employees classified as Utility Maintenance Specialists at time of layoff shall be eligible for recall as Utility Lead. For seniority, and only for recall as VHE Utility Lead, these employees shall be placed below the least senior, current Utility Lead. Seniority within the Utility Maintenance Specialist classification shall be maintained within this placement.
 - b. Such placement for availability for recall to a VHE Utility Lead position is not considered recall to a regular status position and has no impacts on Employer's maintenance of classifications as established in the current CBA.
 - c. Employer shall assign work duties as outlined in classifications established in the current CBA and provide appropriate job codes for use in Employer's timekeeping system in instances where different pay grades exist and the employee may work some hours and shifts as a Utility Lead, and others as a Utility Maintenance Specialists.
5. Using the current CBA published pay schedule, employees shall be placed at the pay rate highest and closest to their pay rate at time of layoff in April 2020 plus one step increase.
6. In the event an employee under this Agreement reaches the hours worked limit of 1,040 hours in a 12 month period outlined in the current CBA, Article 2.2, the Employer shall notify the Union to request an extension of hours.
7. Any shift differentials and premium pay under Article 6: Hours and Shifts shall apply and employees shall have all rights under Article 17 Discipline and Discharge.
8. Employees shall have rights under Article 35 Variable hour employees for 35.3 Holidays, 35.4 Health and Welfare and 35.5 Recruitment.
9. Employees will be provided uniforms and clothing allowance as outlined in the current CBA. Article 31.5 B: Portland Expo Center, Part-Time Employees.
10. Employer shall provide AFSCME a monthly report of any current, scheduled or planned activities in which employees are offered work that includes event start and end dates they are each provided for scheduling purposes. Additionally, ongoing, the Employer shall provide AFSCME current employee schedules for positions under this Agreement. As much as feasible, event information shall be provided no later than one week prior to the first scheduled shift for event work including any preparation or set-up activities.

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 June 30, 2022.



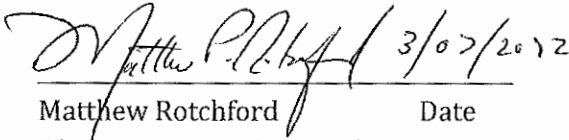
03/07/2022

Elizabeth Arnott Date
Labor and Employee Relations Program Manager



April 7, 2022

Elizabeth Goetzinger Date



3/07/2022

Matthew Rotchford Date
Director, Oregon Convention Center

Exec Dir, Portland Expo Center



April 7, 2022

Christopher Johnson Date
Oregon AFSCME

