

LETTER OF AGREEMENT

Metro and AFSCME Local 3580 Recall for Variable Hour work 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 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 Oregon Convention 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 OCC. 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

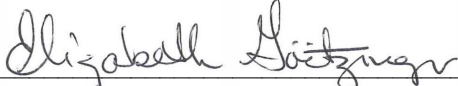
1. For the duration of this Agreement, the Employer recognize AFSCME Local 3580 as the exclusive representative for the purpose of establishing wages, salaries, hours, and other conditions of employment for the variable hour status of Utility Worker positions at OCC.
2. At any time during this agreement, the Employer has requirements for variable hour status positions for Event Custodians or Utility Maintenance classifications at OCC, the Employer must notify the Union of such need and negotiations for a separate agreement will occur.
3. 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.

4. 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.
5. 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.
6. Any shift differentials and premium pay under Article 6: Hours and Shifts shall apply.
7. 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: Oregon Convention Center, Part-Time Employees.
10. 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.
11. This Agreement will be effective upon the final signature of both parties, and expire June 30, 2022.


Elizabeth Arnott
Labor and Employee Relations Program Manager

3/7/2022
Date



Elizabeth Goetzing
President, AFSCME Local 3580

April 7, 2022
Date


Craig Stroud
Director, Oregon Convention Center

Digitally signed by Craig Stroud
DN: cn=Craig Stroud, o=Oregon Convention Center,
ou=Administration, email=craigstroud@oregoncc.org,
c=US
Date: 2022.03.08 11:17:10 -0800

Craig Stroud
Date


Christopher Johnson
Oregon AFSCME

April 7, 2022
Date