

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between Metro ("Employer") and AFSCME Local 3580, IATSE Local B20, IUOE Local 701, IUOE Local 701-1, ILWU Local 28, and LiUNA Local 483 ("Unions") regarding Paid Leave Oregon.

RECITALS

- A. The Employer and each Union are parties to a collective bargaining agreement (CBA) currently in effect;
- B. On January 1, 2023, the State of Oregon will begin collecting contributions from Oregon employers to fund Paid Leave Oregon, a program that allows individuals to take paid time off for moments that impact employee's families and employee's health and safety;
- C. Paid Leave Oregon is paid for by employers and employees. Employers pay 40% and employees pay 60% of the contribution rate. Payments to employees are made through Paid Leave Oregon and may be a percentage of the employee's full Employer salary;
- D. The parties share a mutual interest to support the Employer's fiscal health as well as employee well-being;
- E. The parties hereby agree to the following regarding employee and Employer responsibilities under Paid Leave Oregon.


AGREEMENT

- 1. Employer's Paid Parental Leave Policy, which provides eight (8) weeks of paid leave for birth, adoption, or placement of a child under 18 in employee's home will end on September 3, 2023, or the date benefits can be used under Paid Leave Oregon, whichever is sooner;
- 2. Employees will notify Employer and Paid Leave Oregon, a division of the Employment Department, when they will be taking leave under this program.
 - a. 30-day notice: If employees take paid leave for a planned reason (such as an upcoming surgery or adopting a baby), they will provide Employer notice 30 days before taking leave.

- b. 24-hour emergency notice: In an emergency, employees must tell Employer within 24 hours and give Employer written notice within three days of starting leave.
- c. Employees will provide notice as soon as possible regarding unexpected events. Unexpected events include, but are not limited to:
 - i. An unexpected serious health condition of the employee or a family member of the employee.
 - ii. A premature birth, unexpected adoption, or unexpected foster placement by or with the employee.
 - iii. Safe leave.
- 3. If employees are also eligible for FMLA/OFLA for the same purpose, Paid Leave Oregon will run concurrent with any approved FMLA/OFLA leave.
- 4. In exchange for Employer not paying the 60% employee contribution rate into Paid Leave Oregon, Employer agrees to:
 - a. Allow employees who do not receive Paid Leave Oregon pay equal to the amount of their full wages to supplement their benefit amount with accrued leave. Employees cannot supplement more than their full Employer wages. Full employer wages are defined as 100% of an employee's regular wages.
 - b. Parental Leave: Employer will supplement the difference between an employees' full wages and their approved benefit amount under Paid Leave Oregon for up to eight (8) weeks for birth, adoption, or placement of a child under 18 in an employee's home.
 - c. Safe Leave: Employer will supplement the difference between an employees' full wages and their approved benefit amount under Paid Leave Oregon for up to one hundred sixty (160) hours for leave for domestic violence and sexual assault.
 - d. Employees who meet the eligibility criteria and are approved for Parental Leave and/or Safe Leave under Paid Leave Oregon and choose to use a longer leave time than that listed in 3b and 3c above, may use accrued leave, as outlined in 3a of this LOA.
- 5. This agreement will expire on December 31, 2023 but may be extended by mutual agreement of the parties in writing.

6. 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. This does not create any further bargaining obligation and when this Agreement expires, the parties will revert to the status quo that existed prior to the Agreement.

For Employer

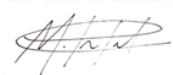


Marissa Madrigal Date
Chief Operating Officer




Christina Longo Date
Labor and Employee Relations Manager

For AFSCME Local 3580

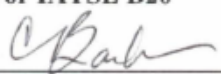


Matan Gold Date
President



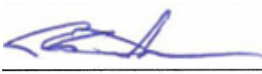
Chris Johnson Date
Oregon AFSCME Field Representative

For IATSE B20



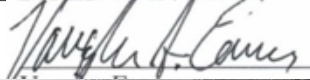
Chris Bachman Date
Business Representative

For IUOE 701 and 701-1




James Anderson Date
Business Manager

I For ILWU Local 28



Vaughn Emmons Date
Union Representative

For LIUNA Local 483



Ryan Sotomayor Date
Business Manager

