

**Letter of Agreement
Metro and AFSCME Local 3580
Recognizing Variable Hour Utility Worker and Utility Lead positions
at the Oregon Convention Center and Portland Expo Center**

This is a Letter of Agreement (LOA) between Metro and AFSCME Local 3580 (hereinafter referred to as the Union) to address changes in recognition for the bargaining unit.

RECITALS

1. The Employer and the Union are parties to a collective bargaining agreement (CBA) effective July 1, 2021 through June 30, 2025.
2. The novel coronavirus (COVID-19) pandemic resulted in unforeseen impacts on Employer's finances and workforce. During the pandemic, the Employer and Union entered into agreements to establish interim recognition for variable hour status (VHE) Utility Worker and Utility Lead positions to provide the available, intermittent work to employees who experienced lay-off from Employer and on placed on recall lists for return to full-time positions.
3. As economic recovery from the pandemic continues, and as regular status positions have returned and recall provisions under the CBA completed, the Employer and Union recognize the need for continued use of the VHE status for some Utility Worker and Utility Lead positions to respond to scheduling and operational needs of the Employer
4. On July 1, 2022, the Employer, having determined that a majority of the employees in these classifications in VHE position status desired to be part of the Union, agreed to recognize AFSME Local 3580 as the exclusive representative for the purpose of establishing wages, salaries, hours, and other conditions of employment for the VHE status Utility Worker and Utility Lead classifications at the Oregon Convention Center and the Portland Expo Center.
5. Employer and Union now wish to enter this LOA and agree upon the terms set forth below regarding the recognition of VHE status Utility Worker and Utility lead positions.

AGREEMENT

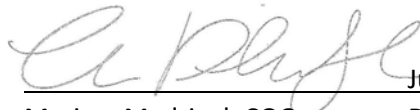
- A. Provisions outlined in Article 35 Variable hour employees of the AFSCME/Metro CBA will apply and employee's original hire date and continuous service with Employer will be used as the date to calculate eligible hours for Sections 35.1 At-will status, 35.3 Holidays (b), and 35.4 Health and Welfare.

- B. Shift differentials under Section 6.9 Second or Swing Shift and 6.10 Third or Graveyard Shift of the AFSCME/Metro CBA will apply.
- C. Employees will be provided uniforms and clothing allowance as outlined in the current CBA. Article 31.5 B: Oregon Convention Center, Part-Time Employees.
- D. This agreement will not set precedent, alter, or have any effect on the terms and conditions of the collective bargaining agreement between the parties and/or in any future negotiations between the parties, except as stated in this agreement. Any disputes regarding the meaning, application or interpretation of any provision of this Agreement are subject to Article 19 Grievance process.

Metro

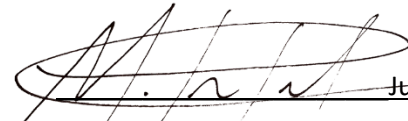
 6/29/2023

Christina Longo Date
Labor and Employee Relations Supervisor


 July 14, 2023

Marissa Madrigal, COO Date
Chief Operating Officer

AFSCME Local 3580

 June 29, 2023

Matan Gold Date
President

 June 29, 2023

Jason Wedemeyer Date
Oregon AFSCME