

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between Metro ("Employer") and IUOE 701-1 ("Union") regarding event cancellation for PT and VHE IUOE 701-1 members.

RECITALS

- A. Employer and Union are parties to an existing collective bargaining agreement (CBA) effective January 1, 2024 to June 30, 2026;
- B. Employer and union desire an agreed upon process regarding event cancellation for part-time (PT) and variable hour employees (VHE).

AGREEMENT

The parties agree and stipulate as follows:

- 1. Part-time and variable hour employees in the bargaining unit are scheduled as needed for events.
- 2. Event cancellation is defined as an event that was scheduled at Portland's 5 Centers for the Arts and has been cancelled.
- 3. This agreement covers only part-time and variable hour employees of the bargaining unit.
- 4. When an event is cancelled for any reason, part-time and variable hour employees are not needed to perform work and their shift may be cancelled consistent with Article 5- Management Rights and Article 8- Hours of Work and Overtime.
- 5. When an employee's shift is cancelled, Employer must notify employees by e-mail, telephone, text message, or other form of electronic communication no later than three (3) hours prior to the start of their shift. If the event is cancelled with less than three (3) hours prior to the start of their scheduled shift, Employer will notify employee as soon as possible. It is the employee's responsibility to provide Employer with accurate contact information.
- 6. The Employer will compensate an employee for any shift cancelled less than three (3) hours before their scheduled shift with two (2) hours of regular rate of pay without any differential. There will be no compensation for cancelled shifts if the cancellation is due to acts of God, such as severe fires, floods, storms, or earthquakes, or cancellations due to power outage, civil disorder or terrorist activities.
- 7. Employees who report for work when their shift has been cancelled and were not notified of their shift cancellation will be compensated for two (2) hours of their regular rate of pay without any differential.

8. This agreement shall be incorporated into the next successor bargaining agreement, subject to proposals made at the time successor bargaining is open.
9. This Letter of Agreement is not precedent setting for any interpretation of Metro's personnel policies, any other letter of agreement, or any past practice.
10. Term of Agreement: This agreement is effective upon execution of the agreement by both parties and will serve as the bargaining between Employer and Union on this topic, through the duration of this contract which expires June 30, 2026.

For Employer

Ali Little

6/5/2025

Ali Little Date
Metro Labor Relations Manager

For IUOE 701-1

James Anderson

6/3/25

James Anderson Date
Business Manager