

LETTER OF AGREEMENT

This is a Letter of Agreement between Metro (“Employer”) and Laborers International Union of North America (LiUNA) Local 483 (“Union”) regarding Article 5 – Variable Hour Employees (VHE) and the “Variable Hour and Seasonal Employee Health and Welfare Pilot” for the current Collective Bargaining Agreement (CBA) covering Metro Employees of the Oregon Zoo and Parks & Nature Department.

RECITALS

- A. Employer and Union are parties to the collective bargaining agreement (CBA), for July 1, 2023 through June 30, 2027.
- B. Article 5.1.1 (Scope of Variable Hour Employment) currently states: *“A variable hour employee shall be defined as an employee hired for the purpose of meeting emergency, non-recurring or short-term workload needs, or to replace an employee during an approved leave period. Seasonal employees are employees hired in the Seasonal Park Worker classification.”*
- C. Article 5.1.2 currently states: *“Employees hired to fill variable hour positions shall be notified by the Employer, upon hiring, that the employee will be employed in the variable hour position for no more than 1040 hours per fiscal year. Seasonal employees shall work no more than 1,200 hours in a fiscal year.”*
- D. Page 57 of the CBA states the following language for the Variable Hour and Seasonal Employee Health and Welfare Pilot: *“Any variable hour or seasonal employee, who is employed with Employer on January 1 or June 1 of each year during this collective bargaining agreement, who worked 416 hours over the preceding six months in a LiUNA represented position, will be eligible for a temporary healthcare incentive of \$150 in any month they work 30 hours or more during the next six-month period.”*

Employer and Union agree to a one-year pilot study, beginning the date of ratification of the collective bargaining agreement, to review impact of this agreement for VHE and seasonal employees. The parties agree to meet once a year during the course of this collective bargaining agreement to review results of the pilot study and negotiate any changes.

This pilot study will sunset on June 30, 2027, or at an earlier date as mutually agreed to by both parties."

- E. The current language listed in Articles 5.1.1 and 5.1.2 do not reflect the current operational needs for the employment of VHES at the Oregon Zoo or the Parks & Nature Department.
- F. The current language for the Variable Hour and Seasonal Employee Health and Welfare Pilot limits opportunities for VHE and Seasonal employees from attaining the healthcare incentive payment.
- G. The parties hereby agree to the following terms upon execution of this letter of agreement as outlined below.

AGREEMENT

The parties agree and stipulate as follows:

1. Employer and Union agree that Article 5.1.1 of the CBA will be revised as follows:

"A variable hour employee shall be defined as an employee hired to satisfy a business need or augment the work shifts of regular staff due to vacations, training, leaves of absence and/or to address other staffing capacity needs. Variable hour are at-will until they have worked a cumulative of 1040 hours. Hours of work may vary based on operational needs. The scheduling of work is not guaranteed and may include, but not be limited to, a limited short-term block of continuous time, or for an intermittent, and/or irregular basis as determined by management."

2. Employer and Union agree that Article 5.1.2 of the CBA will be revised as follows:

"Employees hired to fill variable hour positions shall be notified by the Employer, upon hire, that the employee will be employed in the variable hour position for no more than 1040 hours per fiscal year."

3. Employer and Union agree that Article 5 of the CBA will be revised as follows:

Add as section 5.1.4 to the CBA: "Seasonal Employee" employment category, defined as follows:

"Seasonal Employees are employees whose period of employment is eight (8) months or less and during which the period of employment commences and ends at approximately the same time each year. Seasonal employees are at-will. At the conclusion of the season, employment in these positions will end. The work hours of employees in Seasonal employment assignments are based on the business needs of the operating department. Seasonal employees shall work no more than 1,200 hours in a fiscal year."

4. Employer and Union agree that language governing the Variable Hour and Seasonal Employee Health and Welfare Pilot of the CBA will be revised as follows:

"Any variable hour or seasonal employee who has worked 480 hours in a LiUNA represented position, at the Oregon Zoo or Parks & Nature respectively, will be eligible for a temporary healthcare incentive of \$150 in any month they work 64 hours or more. Any variable hour or seasonal employee who separates from Metro employment will need to re-qualify for this incentive upon rehire."

Hours worked in each specific work group will only apply for qualification in each respective work group's healthcare incentive program. (Zoo hours only count for Zoo, Parks only count for Parks, in the case an employee cross over departments)"

5. 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.
6. Term of Agreement: This agreement is effective upon execution of the agreement and signature of Employer and the Union and will sunset on June 30, 2027, or at an earlier date as mutually agreed to by both parties.

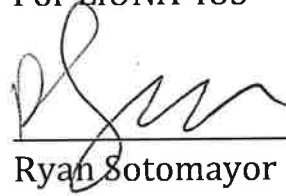
For Employer



6/6/2025

Christina Longo Date
Dir. Of Labor Relations,
Metro

For LiUNA 483



6/5/25

Ryan Sotomayor Date
Business Manager,
LiUNA Local 483