


Tentative agreement

For AFSCME Local 3580:  Dated: Aug. 21, 2020

For Metro:  Dated: August 24, 2020

**LETTER OF AGREEMENT
Metro and AFSCME Local 3580, Schedule Reductions and
Furloughs, through December 31, 2020**

This Letter of Agreement (LOA) is between Metro and the American Federation of State, County and Municipal Employees (AFSCME) Local 3580 regarding furloughs and schedule reductions (in lieu of furloughs) upon execution of this agreement through December 31, 2020.

RECITALS

- A. Metro and AFSCME Local 3580 recognize the significant challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic;
- B. The parties recognize that the pandemic is having both short-term and long-term adverse impacts on Metro’s revenue and budget;
- C. The parties have a mutual interest in supporting Metro’s financial sustainability and well-being;
- D. Acting out of that shared interest, the parties entered into a schedule reduction letter of agreement on June 1, 2020, whereby the parties agreed that the work schedules of all members of the bargaining unit (who were not exempted by the Letter of Agreement) would be reduced by 20%, for each week beginning June 1, 2020, through July 31, 2020; and
- E. The parties hereby agree to implement schedule reductions and/or furlough hours upon execution of this letter of agreement through December 31, 2020, and as outlined in this agreement.

AGREEMENT

The parties agree that upon execution of this agreement the employees in the bargaining unit may either begin an 80 hour furlough or temporarily reduce their schedule. Additionally, employees may choose to voluntarily separate from employment. Requirements for each of the three options are outlined below.

1. Furloughs. Upon execution of this agreement, the parties agree that Metro shall implement furloughs as follows beginning no sooner than September 7, 2020 and ending by December 31, 2020:

- A. Furloughs are defined as a temporary, mandatory unpaid leave of absence.

- B. Employees in the following bargaining unit classifications will not be required to take furlough hours or a schedule reduction:
- Building Custodian – MRC
 - Lead Building Custodian – MRC
 - Traffic Cntrl/Load Insp Tech I
 - Traffic Cntrl/Load InspTech II
 - Lead Traffic Cntrl/Load Inspector
 - Scalehouse Technician
 - Lead Scalehouse Technician
 - Safety and Security Officer
 - Lead Safety and Security Officer
 - Utility Worker
 - Utility Maintenance Worker
 - Event Custodian
 - Construction Project Manager I, Oregon Zoo Bond funded
- C. Any bargaining unit member who is determined to be "seasonal, intermittent or temporary" will not be required to take furlough hours. In addition, bargaining unit members who are below .50 FTE will not be required to take furlough hours.
- D. Beginning September 7, 2020, employees who are .875 or greater FTE and not exempted from this agreement, will be required to take **eighty (80)** furlough hours, of unpaid leave by December 31, 2020. Employees working in positions of less than .875 FTE will be required to take furlough hours as follows:
- 1) .50-.74 = 40 hours
 - 2) .75-.874 = 60 hours
- E. By September 16, 2020, employees eligible and selecting the furlough hour option must provide their manager with a written schedule indicating days and hours in each work week the furloughs will occur. Employee requests to change their schedule will not be unreasonably denied.
- F. Employees who are required to take furlough hours are prohibited from working overtime during that work week;
- G. The parties agree that employees will take their furlough hours in consecutive weeks; however, and consistent with operational needs, employees will be allowed to split up their furlough hours into two separate time periods (i.e., an employee can take five consecutive work weeks with furlough hours and then take a break followed up with five more consecutive work weeks with furlough hours). Employees may not reduce their schedule below 40% of their regular hours during any work week. For 1.0 FTE, this is the equivalent of two (2), 8-hour workdays, not to exceed sixteen (16) hours during the work week.
- H. Consistent with operational needs and provided that overtime costs are not incurred, employees who are not eligible for Work Share will have flexibility in determining how they take the furlough days in order to best address their own financial needs. This may include taking furloughs in one day per work week increments or multiple furlough hours and days in a single week, including that exceeding 40% of their work week

hours, if the employee so chooses.

- I. In the event that Metro decides to close a facility or department or otherwise designate specific days for furlough, such employer designations should be limited to one day per work week. Employees may request additional furlough hours in such work week so long as hours are reduced by no more than 40%.
- J. Departments may designate preferred days for furlough hours to occur (i.e. Fridays), however, employees have the option to request an alternative schedule from the Department Director or designee. Requests should not be unreasonably denied.

2. Temporary Reduced Schedule. The Parties agree that beginning on September 7, 2020, employees in the bargaining unit may, with the approval of their manager and Department Director or designee, choose to temporarily reduce their work schedules from 20 to 40% through June 30, 2021, provided that such reduction in hours meets the operational needs of the department and does not create overtime costs.

- A. Employees may end the temporary reduced schedule any time, so long as savings of 80 hours (or prorated hours for less than 1.0 FTE) are met prior to ending the reduction. Employees ending a temporary reduced schedule will give two weeks' advance notice to their manager of the end date. The change will be effective the Monday of the following work week. In instances where the employee was unable to give two weeks' advance notice, the end day must be mutually agreed upon by the employee and manager. Requests will not be unreasonably denied.
- B. Metro will provide a report to AFSCME of all employees who elect this option that includes the approved reduction of hours from their original FTE designation.
- C. Any employee who elects to reduce their schedule, per the terms outlined below, will not be required to participate in the furlough hours described in Section 1 of this agreement so long as such schedule reduction amounts to nothing less than 80 hours of reduced work time or prorated for employees currently in a position less than 1.0 FTE.
- D. Employees electing a temporary reduced schedule may continue to do so through June 30, 2021, unless economic conditions improve and Metro no longer requires the savings. Notwithstanding the preceding sentence, a manager and employee may agree to continue a schedule reduction up through June 30, 2021. If Metro cancels a temporary reduced schedule per this paragraph, it will provide the employee at least two weeks' advance notice of the cancellation.
- E. Employees must notify their managers in writing of their election to take a temporary schedule reduction or furlough days by September 16, 2020. However, should an employee who has elected to take furlough hours wish to reduce their schedule at a later date, they may do so upon mutual agreement between the manager and the employee with approval from the Department Director, so long as the combined furlough days and schedule reduction meet the minimum number of reduced hours as outlined in Section 1(D) of this agreement by December 31, 2020.

3. Modification to Collective Bargaining Agreement (CBA) with Regard to Temporary Schedule Reductions and Furloughs. The following terms shall apply to all impacted bargaining unit members taking furloughs (Section 1 of this agreement) or working a temporary reduced schedule (Section 2 of this agreement):

- A. Impacted bargaining unit members will not be expected to and must not perform any duties whatsoever or be available for any purpose on their scheduled days off during the weeks in which the schedule reductions are in place or during their scheduled furlough hours. Employees taking a furlough or working a temporary reduced schedule may not work overtime.
- B. For the time period in which an exempt employee is taking furlough days (under the schedule identified in Section 1(E) of this agreement) or working a temporary reduced schedule, the employee will be converted to non-exempt status. While in non-exempt status, the employee will be expected to take their rest breaks and meal periods and record their time in accordance with Metro policy.
- C. An impacted bargaining unit member's benefits such as health insurance, and sick and vacation leave accruals will be maintained at pre reduction or pre furlough levels. PERS contributions will be based on the impacted bargaining unit member's actual, reduced wages due to the schedule reduction or furlough. There will be no reduction in the creditable service calculation that determines the years and months of employment in a PERS-qualifying position and this in turn determines the full formula benefit for retirement.
- D. The parties acknowledge that Oregon's unemployment insurance laws and regulations govern eligibility of employees for access to unemployment insurance benefits, including Work Share, and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties. Metro will exclude bargaining unit members from participation in the Work Share program, if the parties anticipate, or when they learn, that the bargaining unit member will be ineligible. The parties further acknowledge that any employee identified as ineligible for Work Share may apply for unemployment insurance benefits and will be permitted to take furlough hours in full week increments if they so desire.
- E. Metro will make available on a one-time basis, upon written request from an employee, an advance on payroll.
- F. The parties further agree that in the event Metro determines that further layoffs (or temporary schedule reductions or furloughs) of any portion of its workforce are required, and/or there is any further reductions to Metro's operating revenues in the FY 2020-21 budget, the parties agree to meet to discuss whether to implement additional furlough days or temporary schedule reductions.

4. Voluntary Separation Incentive. On a one-time basis, Metro and AFSCME agree that Metro may offer a voluntary separation incentive to employees, under the following terms:

- A. Bargaining unit members may choose to voluntarily separate from employer so long as written notice of retirement is provided on or before October 14, 2020. Employees must separate by January 31, 2021. Any employee who provides such notice can immediately,

if desired, stop scheduled furlough hours or a temporary schedule reduction. In the event an employee does not separate by January 31, 2021, they shall be required to take the furlough days/hours as outlined in 1(D) in this agreement.

- B. Employees who elect voluntary separation will continue to receive health, dental and vision benefits for six months beginning the first of the month following the effective date of the employee's separation.
- C. In lieu of receipt of health benefits described above in 4(B), the employee may elect to receive a payment of nine thousand dollars (\$9,000.00).
- D. Any employee who voluntarily separates gives up any rights to recall, return or reemployment under the Metro-AFSCME CBA or applicable law. As a condition of receipt of any benefit or payment, the employee must sign a written release waiving any claims to these benefits or contractual rights, in addition to any other claim against Metro.
- E. Regular status employees as that term is defined in the existing CBA, section 2.1, who are in positions greater than or equal to 0.75 FTE and meet either of the following requirements are eligible to participate in this voluntary separation incentive: 1) employees hired prior to July 1, 2012, and/or 2) employees who are within five (5) years of retirement from PERS "early retirement" (i.e., with reduced benefits based on age and/or years of service).
- F. Approvals of voluntary separation requests from eligible employees are subject to operational needs and will not be unreasonably denied.
- G. The parties also agree that Metro will take no position on whether the employee is entitled to unemployment.
- H. Upon separation, the employee will be paid out the payment described in 4(C) if applicable and for any accumulated vacation minus all lawful deductions and taxes. The parties agree that these payments are taxable and may be taxed at a higher rate, which is beyond Metro's control.

5. General Provisions.

- A. The parties agree that should state or federal legislation be enacted, while this agreement is in effect, that either expands or creates new benefits for workers that at the request of either party, the parties will meet to discuss whether to modify the agreement in light of the legislation.
- B. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this LOA will remain in full force and effect.
- C. 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.

For Metro

Jenny Marston
Metro Deputy Human Resources Director

Date

For AFSCME Local 3580

Elizabeth Goetzinger, President
AFSCME Local 3580

Date

Andy Friedman, Field Services Director
Oregon AFSCME Council 75

Date