

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 14 Seniority in the Vacancy Bid Process of the current CBA within Parks & Nature Department

RECITALS

- A. Employer and Union are parties to an recently bargained successor collective bargaining agreement (CBA), ratified on February 8, 2024;
- B. Article 13.1(Seniority) states: "Seniority shall be computed for date of hire or entry into a LiUNA classification with the Employer. Seniority shall be calculated based on continuous service in any LiUNA classification unless otherwise specified in this agreement."
- C. Article 14.1.1.1a (Vacancy Bidding) states: "First consideration shall be given to regular full-time or part-time employees and limited duration employees in the current classification and job family at the work unit and will be based on seniority within the classification."
- D. The language in the CBA regarding the vacancy bid process was written and agreed to for continuity of process between both the Oregon Zoo (Zoo) and Parks & Nature departments.
- E. Article 14.2 describes work units within the two departments with Parks & Nature as "all one Work Unit", while the Zoo has 11 units and 9 sub-units within the Animal Area Unit.
- F. The language has and continues to work well for vacancies at the Zoo, it is undesirable within the Parks & Nature department due to the way employees usually begin their career and work their way up in classifications building upon skills and knowledge gained in each role within the department.
- G. The parties hereby agree to the following regarding upon execution of this letter of agreement as outlined in this agreement.

AGREEMENT

The parties agree and stipulate as follows:

- 1. Employer and Union agree that seniority will be calculated for Vacancy Bidding within the Parks & Nature Department as uninterrupted time within LiUNA, regardless of classification, but only within the Parks & Nature classifications.
- 2. 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.
- 3. Term of Agreement: This agreement is effective upon execution of the agreement and signature of Employer and the Union and may only be terminated upon mutual agreement of Employer and Union.

For Employer

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Labor Relations Manager

Metro

For LiUNA 483

Ryan Sotomayor

Business Manager,

LiUNA Local 483