

Memorandum of Agreement

(Shelter Staffing Trial - Extension)

I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as "MOA") are Multnomah County, Oregon, (hereinafter referred to as the "County"), and the Oregon Nurses Association, AFL-CIO (hereinafter referred to as "ONA").

II. Background

The County and Union have a mutual desire to incentivize employees to staff Disaster Resource Centers (hereinafter referred to as "DRCs") during emergencies, including but not limited to excessive heat and cold events, in order to stabilize staffing for these critical County services. In a typical year, the County opens shelters between eight (8) and fifteen (15) days often on a twenty-four- (24-) hour basis. In an unusual year shelters may be open for more than twenty (20) days. Staffing needs vary depending on the specific situation and become more difficult the longer the event duration.

THEREFORE, the parties have reached the following Agreement:

- A. This MOA will be in place from November 1, 2023 through June 30, 2025 in order to maintain the Shelter Staffing Pilot through the duration of the current collective bargaining agreement. The parties mutually intend on bargaining this issue and incorporating agreed language during the 2025 successor CBA negotiation
- B. The County will solicit volunteers willing to staff DRC or emergency operations center (EOC) operations. Those who volunteer for DRC operations shifts (EOC support positions, will receive a twenty percent (20%) premium for hours worked in addition to any contractual overtime, shift differentials and Work Out of Class pay required when an employee voluntarily accepts additional shifts.
- C. The assigned pay ranges for each type of DRC and EOC position contained in the original MOA's Attachment A will be updated by applying the agreed upon COLAs in successor negotiations on an annual basis on July 1st of each year.
- D. Supervisor approval is required with the understanding this is a top priority for the County and all requests should be approved unless the employee is scheduled for a fixed post shift or a staffing hardship exists. Employees who wish to sign up and are not approved will receive an explanation in writing identifying the specific reasons why the request was not approved, a statement only identifying "business reasons" is not sufficient. Employees may appeal to their Department Director for review. The approval of employees volunteering to staff DRC or EOC operations shall be at the Director's sole discretion. In addition, managers are encouraged to release employees from their regular assignment whenever possible to allow the employee to sign up for the

maximum number of shifts during the emergency.

- E. An Employees will receive one (1) day of saved holiday at the number of hours described in Article 7.I.B.1, for every thirty-two (32) hours worked during the term of this Agreement as a bonus, in addition to the twenty percent (20%) premium. Saved holidays earned under this Agreement, the previous Agreement dated November 22, 2022 or the original Agreement dated November 4, 2021, must be used by December 31, 2024 2025, or it will be forfeited. The saved holiday will be added to the employee's paid leave bank the pay period following the completion thirty-two (32) hours.
- F. An employee working swing and/or graveyard shift will be allowed to flex their time so that they are not required to work their next day shift, unless it is mutually agreed with their supervisor there is adequate time to sleep. Managers are encouraged to allow employees to flex their time whenever possible in order to facilitate staffing DRC operations.
- G. All other provisions of the MOA dated November 4, 2021, will remain in force until expiration.
- H. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in Article 21 of the ONA Collective Bargaining Agreement.
- I. This MOA shall not be deemed to set a precedent and shall not be raised in any future labor relations setting except for the enforcement or defense of its terms.

AGREED to this date, January 8, 2024.

For the Union:



Daisy Hernandez
Labor Relations Representative
Oregon Nurses Association

For the County:



Elizabeth Calixtro
Labor Relations Manager
Multnomah County