

Memorandum Of Agreement

Limited Duration Employees

I.

Parties to the Agreement

The parties to this Memorandum of Exception (hereafter referred to as "MoA") are Multnomah County, Oregon, (hereinafter referred to as "County"), and Local 88 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as "Union").

II.

Background

A. The Union and the County are parties to a Collective Bargaining Agreement (CBA) with a term of July 1, 2020 through June 30, 2022.

B. The CBA terms in Article 2.VIII identify the terms and conditions of employment for Limited Duration Employees and states that a Limited Duration Appointment shall not last more than two (2) years.

C. The County has received American Rescue Plan (ARP) funds that will last two (2) years starting on July 1, 2021 and intends to hire a significant number of Limited Duration employees with the funding. The positions will support the community in response to the COVID-19 pandemic, and time is of the essence in hiring employees for these time-limited roles. The CBA requires bilateral agreement between the County and the Union for Limited Duration appointments.

D. The Union believes that the current CBA language does not provide sufficient employment protections for newly hired Limited Duration employees who are hired using ARP funds. The County has identified certain institutional restrictions limiting their ability to budget regular positions without sufficient evidence of on-going funding. To resolve these problems, the parties have entered into this Agreement to provide some layoff and bumping protections for Limited Duration employees hired with ARP funds, and to allow for the County to hire ARP funded Limited Duration employees in an expedited manner.

THEREFORE, the parties have reached the following Agreement:

III.

Agreement

A. Limited Duration employees that have not attained regular status in ARP funded positions shall have the right to bump into a vacancy in the same department and same job classification if they are laid off during the term of or at the end of their appointment. An employee in this circumstance may only exercise this right if they are "qualified" as defined by

Article 21.III.E.10, have worked in the position for at least one (1) year, and do not disrupt seniority rights or Project Save applicants of regular status employees. When considering bumping rights to vacancies, employees on a recall list have priority over Limited Duration employees, and Limited Duration employees have priority over trial service employees if they have longer service with the County.

B. If a Limited Duration position is converted into a regular budgeted position, the position will be considered a vacancy for the purposes of bumping. Subject to the provisions in Section III.A. above, the incumbent in the position will have first right of refusal for the vacancy to continue their employment in the position.

C. When there are multiple vacancies that Limited Duration employees are qualified for, the County maintains discretion in which vacancies that Limited Duration employees are placed in.

D. If there are not enough vacancies to place all of the Limited Duration employees at the time of layoff, the County will place employees in order of date of hire into their current Limited Duration position subject to the provisions Section III.A. above.

E. The County may unilaterally hire Limited Duration employees that are funded by ARP and will provide the Union with the position description, position number, and any KSAs, the name of the employee hired, and the anticipated funding dates. Any regular status or budgeted positions that the County wishes to fill as Limited Duration must still receive approval from the Union under Article 2.VIII of the Collective Bargaining Agreement regardless if the position is fully or partially funded with ARP dollars. If the Union does not respond within fourteen (14) days, the County may move forward with filling the Limited Duration position. Notices must be sent to the email address cabi@afscmelocal88.org and must identify that the position is a regular status or budget position. .

F. If a Limited Duration employee covered under this MOA serves at least one (1) year in their Limited Duration position before being assigned to a regular status position in the same classification, they will be credited with six (6) months towards their initial one (1) year trial service period.

G. Nothing in this agreement shall be construed to imply that Limited Duration employees have "Just Cause" rights. Limited Duration employees may be terminated for reasons other than layoff, and in such cases, do not have a right to bump into vacancies nor do they have a right to grieve their termination.

H. All other terms of the CBA shall apply.

I Any dispute related to enforcement of terms of this agreement, including but not limited to the creation of an LDA that violates the terms of this Agreement and the CBA will be subject to the grievance procedure described in Article 18 of parties current CBA. This MOA shall only

apply to LDAs funded by ARP funds, and shall not be deemed to set a precedent for any other LDAs. This MOA expires at the end of Limited Duration positions being funded by ARP.

AGREED to this date, August, 24, 2021.

For the Union:

For the County:

Eben Pullman

Eben Pullman, Council Rep.
AFSCME Local 88

S. Kent

Shelly Kent, Labor Relations Director
Multnomah County