

MEMORANDUM OF AGREEMENT, UNDERSTANDING, AND EXCEPTION

FPM Involuntary On-Call Duty

I. Parties to the Agreement

The parties to this Memorandum of Agreement, Understanding, and Exception (hereinafter referred to as “MoA/MoU/MoE”) are Multnomah County, Oregon (hereinafter referred to as “County”), and Multnomah County Employees Union, Local 88, AFL-CIO (hereinafter referred to as “Union”).

II. Background

- A.** The Carpenters and Locksmiths Unit in the Facilities and Property Management Division (hereinafter referred to as “FPM”) had sufficient volunteers to cover the Involuntary On-Call Duty shifts until the summer of 2023.
- B.** On December 4, 2023, the County notified the Union of its intent to change the Involuntary On-Call Duty procedures in a way that would require all staff to accept Involuntary On-Call Duty. The Union demanded to bargain over the matter and the parties have entered the following agreement.
- C. Article 14, Section III.A.1.a - Minimum Compensation states:**

“Any employee who returns to work at the direction of management outside their regularly scheduled working hours or on a scheduled day off—and there is less than twenty-four (24) hours advance verbal or written notice—shall be compensated for a minimum of four (4) hours—or time worked, whichever is greater—at the appropriate rate according to the provisions of “Article 14.IV”. If applicable, the employee shall have the option of receiving overtime or compensatory time, or they may flex their time at a time approved by their supervisor. This minimum does not apply if (a) an employee elects to accept an overtime assignment prior to the end of their scheduled shift, or (b) the employee was on “Involuntary On-Call” status according to the provisions of “Article 14, Section IX”.”

- D. Article 14, Section IX.B - Involuntary On-Call (Standby Pay) states:**

B. Involuntary On-Call (Standby Pay)

- 1.** Employees shall be paid one (1) hour of pay or compensatory time

off subject to Section IV.C.7 at the regular straight time rate for each eight (8) hours of assigned on-call duty. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments.

2. An employee shall be assigned on-call duty when specifically required to be available for work outside their working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

3. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this article. On-call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on on-call duty once they actually commence performing assigned duties and receive the appropriate rate of pay for time worked.

Now, therefore, the parties mutually agree as follows:

III. Agreement

- A. Terms of Agreement: The "Facilities & Property Management Division (FPM) Carpenters/Locksmiths Shop Protocols for Assigning Involuntary On-Call Duty. (Attachment A)
- B. Terms of Understanding: When a Carpenter or Locksmith is assigned Involuntary On-Call Duty and that Involuntary On-Call Duty causes work hours outside their regular schedule, in addition to Article 14.IX.B "Involuntary On-Call (Standby Pay), the parties understand that the following provisions 14.III.A apply:

14.III. "Work Outside of Regularly Scheduled Hours/Days"

"A. Reporting to Work after Hours/Scheduled Day Off"

"From time to time, it may be necessary to have employees work outside their regularly scheduled working hours or on a scheduled day off. In order to be respectful of an employee's schedules and activities outside of work, and to keep County costs down, every effort will be made to (a) give as much advance written notice as possible, (b) limit the employee's uncompensated break between the end of employee's shift and the callback assignment or between the callback assignment and the beginning of the employee's shift by scheduling as close to their regularly scheduled shifts as possible, and (c) allow for a continuous break of ten (10) or more hours between the end of one shift and the beginning of the next shift. None of the provisions in this section shall violate the provisions of "Article 14.IV" as they apply to part-time employees.

“1. “Call Back” - Less Than Twenty-four (24) Hours Advance Notice

“a. Minimum Compensation

Any employee who returns to work at the direction of management outside their regularly scheduled working hours or on a scheduled day off—and there is less than twenty-four (24) hours advance verbal or written notice—shall be compensated for a minimum of four (4) hours—or time worked, whichever is greater—at the appropriate rate according to the provisions of “Article 14.IV”. If applicable, the employee shall have the option of receiving overtime or compensatory time, or they may flex their time at a time approved by their supervisor. This minimum does not apply if (a) an employee elects to accept an overtime assignment prior to the end of their scheduled shift, or (b) the employee was on “Involuntary On-Call” status according to the provisions of “Article 14, Section IX”.

“b. Start of Period and Immediate Callback

If all of these conditions apply: (a) the employee's regularly scheduled shift has already ended and (b) they are required to report back to work immediately (as soon as they can get there) and (c) they report to the work location within one (1) hour, the four (4) hour minimum period commences with the acceptance of the assignment and ends four (4) hours later; otherwise the four (4) hour minimum period commences at the time of reporting to the work location. (For example, if an employee's regularly scheduled shift ends at five (5:00) p.m. and they are contacted at midnight (12:00) a.m. that night and required to report back to work immediately and they report to the work location within the hour—before one (1:00) a.m.—the four (4) hour minimum period commences at midnight—with the acceptance of the assignment. If an employee's regularly scheduled shift ends at five (5:00) p.m. and they are required to report back to work the next morning at six (6:00) a.m., then the four (4) hour minimum period commences at six (6:00) a.m.—at the time of reporting to the work location).

“2. “Schedule Change” or “Mandatory Meeting” - Greater Than or Equal to Twenty-four (24) Hours Advance Written Notice

“a. Compensation

Any employee who is required to report to work at the direction of management outside of their regularly scheduled working hours or on a scheduled day off—and there is greater than or equal to twenty-four (24) hours and less than ten (10) calendar days advance written notice—shall be compensated for time worked at the appropriate rate according to the provisions of “Article 14.IV”. If there is greater than or equal to ten (10) calendar days advance notice, the employee shall be (a) compensated as above; or (b) notified in writing of the change to their regularly scheduled working hours.

“b. Length of Break between Shifts

In the event an employee is required to work additional hours between the end of their regularly scheduled shift and the beginning of their next regularly scheduled shift and the break is less than ten (10) hours, the County shall:

“1. allow the employee to flex the beginning time of their regularly scheduled shift to allow for a ten (10) hour break, County needs permitting; or

“2. compensate the employee at their regular scheduled rate of pay for the difference between ten (10) hours and the actual hours they are off between the end of work and the start of their shift. For example, if an employee’s regular shift normally ends at ten (10:00) p.m., works until midnight (12:00 a.m.) and then is scheduled to begin work at eight (8:00) a.m., the break is only eight (8) hours, they would be compensated for an additional two (2) hours.

“This compensation shall be in addition to their rate of pay for actual hours worked. This additional compensation only applies when there is greater than or equal to twenty-four (24) hours advance written notice.” (Emphasis Added)

EXAMPLE:

An employee whose regular schedule is 7:00AM to 5:30PM is assigned involuntary on-call duty and receives a call out at 11:00PM that lasts four (4) hours. The employee will be given the option of flexing the beginning time of their next regularly scheduled shift to 1:00PM and work until 11:30PM or take a ten (10) hour rest between and report to work at 1:00PM for the remaining four and half (4.5) hours of their shift; they will be compensated for all ten (10) hours of regularly scheduled work.

- C. Terms of Exception: The parties mutually agree to an exception to Article 14, Section III.A.1.a. of the parties’ CBA that states: “. . . This minimum does not apply if . . . (b) the employee was on “Involuntary On-Call” status according to the provisions of “Article 14, Section IX”” when Carpenters and Locksmiths are on Involuntary On-Call Duty under Article 14, Section IX.B. Carpenters and Locksmiths shall be compensated for a minimum of four (4) hours—or time worked, whichever is greater—at the appropriate rate according to the provisions of “Article 14.IV”.
- D. This MoA/MoU/MoE shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.
- E. Any dispute over the meaning, interpretation, or application of this MoA/MoU/MoE shall be subject to the grievance procedure set forth in Article 18 of the parties’ CBA.
- F. This Agreement shall be automatically renewed from year to year on the anniversary of the signing of this agreement unless either party gives each other ninety (90) days

notice in writing that they would like to negotiate the terms of the Agreement.

Agreed to this date 2nd of May, 2024.

For the Union:

Eben Pullman

Eben Pullman
Bargaining & Representation Manager
Oregon AFSCME Local 88

For the County:

James J. Opoka

James J. Opoka
Labor Relations Manager
Multnomah County

ATTACHMENT A



Facilities & Property Management Division (FPM) Carpenter/Locksmith Shop Protocols for Assigning Involuntary On-Call Duty

Justification:

Multnomah County Department of County Assets (DCA) Facilities and Property Management (FPM) Division must ensure key operations and maintenance responsibilities at County facilities can be met 24 hours a day, 365 days per year, including urgent issues and emergencies that need to be addressed immediately.

The Carpenter and Locksmith positions are highly specialized positions that require expertise in many carpentry and locksmith job duties, experience and knowledge of all County spaces (this includes a variety of 24/7 County spaces such as Detention Centers and Houseless Shelters), and the technical skills of lock and door repair and construction especially relevant to securing County Facilities.

All Carpenter and Locksmith staff are considered Operationally Essential Employees and receive the Operationally Essential Assignment Compensation as described in Article 14, Section XIII. of the Local 88 Collective Bargaining Agreement. This protocol describes how we can achieve adequate staffing after standard working hours in order to address urgent issues and emergencies, including on holidays and weekends.

Annual Bid:

What is required?

One (1) Locksmith or (1) Carpenter employee is required to adequately staff the involuntary on-call program at all times. The program consists of a weekly involuntary on-call duty list. Every employee is required to select weeks to be available for involuntary on-call duty as follows: (Note: New employees are required to be part of the involuntary on-call duty pool once they have general knowledge of the County portfolio and protocols, such as accessing locations (i.e. jails, detention, etc.), which is typically at six (6) months or as determined by the lead.)

1. Employees who want to voluntarily sign up for involuntary on-call weekly duty will

be given the opportunity annually and based on seniority. Each employee will first pick one week and then (in seniority order) pick a second week and so on until there are no employees left who want to volunteer for shifts.

2. Selections of the remaining involuntary on-call weekly duty will be done annually and based on seniority. Each employee will first pick one week and then (in seniority order) pick a second week and so on until the entire calendar year is populated.
3. An employee may trade weeks with another employee or ask another employee to cover some or all of their assigned time. The employee initiating the change must get approval from the Carpenter/Locksmith Manager for the change.
4. Two employees may split a week assignment and share the responsibilities as long as the logistics are finalized with the manager before the assigned week.

Vacancies Between Annual Bids:

In the event that there is a time period with no on-call coverage (i.e. a Carpenter(s) or Locksmith(s) are on vacation or out sick, leaves County employment, or are on an approved leave of absence), and a complete involuntary duty schedule has not been established, management may staff the involuntary on-call duty as follows:

1. Employees who have volunteered to be on the Log 3 (Backup List), will be called in order of the list.
2. Employees with the least seniority will be asked to cover the next opening on the on-call schedule for up to one week, and for no more than one week during any four-week period.
3. Employees, in reverse seniority order, will be asked to cover additional periods of time, for up to one week each, and for no more than one week during any four-week period.
4. An employee may trade weeks with another employee or ask another employee to cover some or all of their assigned time. The employee initiating the change must get approval from the Carpenter/Locksmith Manager for the change.

Emergency Situations - Immediate Response:

When does this take effect?

This protocol is initiated when an emergency repair or service that requires Carpenter or

Locksmith trades skills during an after-hours emergency. This also includes whenever the Multnomah County Chair or designee calls for our services during an emergency and/or requests our services during civil unrest, evacuations, air quality crisis, or other natural disasters.

At that point:

1. FPM Dispatch will determine if the issue called in requires an immediate response.
 - a. If not, then the issue will be resolved during the following business day during normal working hours.
 - b. If yes, then FPM Dispatch will call the person listed on the weekly involuntary on-call duty list for that specific week.
 - c. If FPM Dispatch cannot determine or there is disagreement between the Carpenter/Locksmith employee and Dispatch employee regarding the response approach, Dispatch will contact the FPM Manager to confirm the call out is necessary.
 - d. If additional staff is needed to support an incident or if the assigned staff is unable to fulfill the assignment (i.e. sick), Dispatch would then contact the next employees identified on the involuntary on-call duty list, in reverse seniority order.
2. If an employee is next up on the weekly involuntary on-call duty list, but is out on vacation, leave, etc., then their name is skipped over, but they remain on the top of the list. When they return, they would be first up when the need next arose.
3. Those on-call will be paid at their pay rate for one hour for every eight (8) hours of on-call in accordance with Article 14, Section IX.B. of the Local 88 CBA.
4. After the event, FPM Leadership will apply the equity lens to the communications efforts, and evaluate staff workload and outcomes and whether the protocol and staffing were adequate.

Union Contract Language:

- Article 13, Work Schedules
 - Section II.B. Right to Compensation for Assigned, Scheduled, and

Worked Hours

- Section II B. Inclement Weather, Natural Disasters, and Community Emergencies
- Section II.B.1. Operationally Essential Employees
- Article 14, Compensation
 - Section III.A. Reporting to Work after Hours/Scheduled Day Off
 - Section IX.B. Involuntary On-Call (Standby Pay)
 - Section XIII. Operationally Essential Assignment Compensation

Effective Date: November 20, 2023

Approval: *Dan Zalkow*