

# **Memorandum of Agreement**

## **Jail Side Premium**

### **I. Parties to the Agreement**

The Parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah County, Oregon (hereinafter "County") and the International Union of Operating Engineers, Local 701, AFL-CIO (hereinafter the "IUOE Local 701").

### **II. Background**

- A. The IUOE Local 701 2022-2027 Collective Bargaining Agreement (hereinafter referred to as "CBA") was fully ratified on September 29, 2022.
- B. There are IUOE Local 701 employees who ad hoc and routinely work indoors in areas of correctional facilities where justice-involved incarcerated individuals are present.
- C. The parties have a mutual interest to enter into this MOA regarding the Jail Side Premium.

THEREFORE, the parties mutually agree as follows:

### **III. Agreement**

- A. IUOE Local 701 employees will be eligible for a differential of ten percent (10%) over base rate will be paid to employees when they meet all of the following criteria:
  - 1. Employee is assigned to work indoors at a correctional facility on the jail side; and
  - 2. Jail side is defined as the part of the indoor correctional facility that is designed for justice-involved incarcerated individuals to live, common and recreational areas, receive healthcare, intake area(s), and holding cells. This does not include areas that are not jail side or where justice-involved incarcerated individuals do not have access, such as administrative areas or control booths.
- B. An employee whose primary work location is jail side, as defined in Section A.2. above, and routinely works more than fifty percent (50%) of their time jail side, shall receive the premium on all hours worked.

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- C. An employee who works indoors at a correctional facility on the jail side, as defined in Section A.2 above, and on an ad-hoc basis, may receive this premium on hours worked jail side.
- D. This MOA will be effective the first day of the pay period in which the MOA is fully executed. For example, if the MOA is signed on December 13, 2023, it will be effective on December 1, 2023, which the first day of the pay period December 1-15, 2023.
- E. This MOA will expire on June 30, 2027, unless the parties mutually agree to extend the MOA or incorporate the language into the CBA during successor contract negotiations for the IUOE Local 701 2022-2027 CBA.
- F. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 17, Settlement of Disputes, of the IUOE Local 701 2022-2027 CBA.

AGREED to this 30<sup>th</sup> day of January, 2024.

For the Union:



James Anderson  
Business Manager / F.S.

For the County:



James J. Opoka  
Labor Relations Manager