

MEMORANDUM OF AGREEMENT

Disaster Resource Center / Emergency Shelter Operations Staffing

I. Parties to the Agreement

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

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:

III. Agreement


- A. This MOA will be retroactive to July 1, 2024 and continue through June 30, 2027, in order to create a Shelter Staff Operations Program through the duration of the current Collective Bargaining Agreement (hereinafter referred to as "CBA").
- B. The County will solicit volunteers willing to staff DRC or Emergency Operations Center (hereinafter referred to as "EOC") operations. Those who volunteer for DRC operations shifts or 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 (hereinafter referred to as "WOC") pay required when an employee voluntarily accepts additional shifts.
- C. The County assigned pay ranges for each type of DRC and EOC position are contained in Attachment A to ensure employees working at a higher level than their home position is compensated appropriately. For purposes of setting pay, the County will follow regular WOC procedures. An employee at a higher level of pay in their home position, than the DRC or EOC position they fill, will receive no change in pay.

- D. Attachment A will be updated by applying the agreed upon Cost of Living Adjustments (COLAs) in each year of the MOA.
- E. All IUOE Local 701 employees are designated as Operationally Essential Employees. Only employees who are not already scheduled for a regular shift or On-Call Duty, will be considered an Eligible employee to sign up for a DRC or EOC operations shift, but would not be subject to the five (5) shift sign up requirements.
- F. Supervisor approval is required. Eligible 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 final approval of employees volunteering to staff DRC or EOC operations shall be at the Department 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.
- G. If the County determines it is necessary to open a DRC or EOC operations, employees may be required to sign up for the needed shifts as they are posted for sign up, unless the employee(s) are already scheduled for a regular shift or On-Call Duty.
- H. It is understood that there may be exigent circumstances for which an employee would be excused from signing up for or accepting a shift. Circumstances may include, but are not limited to, being on a leave, ill, or unable to arrange for childcare.
- I. An employee 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, must be used by June 30, 2027, or they will be forfeited. The saved holiday will be added to the employee's Saved Holiday bank the pay period following the completion thirty-two (32) hours.
- J. IUOE Local 701 employees already designated as Operationally Essential Employees are eligible for all the compensation identified in this Agreement in addition to their existing two (2) saved holidays.

- K. When practicable, efforts will be made to equitably allow for shift sign up when fewer shifts are available than willing employees.
- L. Employees will not be required accept shifts which do not allow adequate time to sleep. 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 or EOC operations.
- M. The County will provide training to staff who sign up to staff DRC or EOC operations.
- N. It is understood that if the County is not able to fill needed shifts through this voluntary program, nothing precludes the County from utilizing other means within contractual requirements to staff the DRC and EOC operations, including but not limited to involuntary assignment.
- O. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in Article 17 of the IUOE Local 701 2022-2027 CBA.
- P. 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 _____ of February, 2025.

For the Union:



James Anderson
Business Manager/Financial Secretary
IUOE Local 701

For the County:

James J. Opoka
Labor Relations Manager
Multnomah County