

Memorandum of Agreement

Inclement Weather, Disasters, and Essential Operations

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

I. Background

- A. Under Article 14, Section II.C. Essential Operations of the 2017-2022 IUOE Local 701 Collective Bargaining Agreement (hereinafter "CBA"), the parties agreed to following:

Essential Operations

The County reserves the right to establish policy with respect to attendance at work during inclement weather or a natural disaster, and further reserves the right to determine whether or not a particular incident qualifies as such an event under the terms of any such policy.

The County agrees that changes in such policies will be presented to the Union for review and consideration in accordance with the Public Employee Collective Bargaining Act. In the event the County is unable to present changes to such policies by October 31, 2017, which are acceptable to the Union, either party may request to reopen Article 14, Hours of Work, section C. Essential Operations, beginning November 1, 2017. The parties agree that any reopener of Article 14, Hours of Work, section C. Essential Operations will be subject to the same rules and bargaining process that pertains to expedited bargaining negotiations and Article 6 (No Strike – No Lockout) will be suspended as to Article 14, Hours of Work, section C. Essential Operations dispute arising therefrom,

- B. The parties mutually agreed via an email dated November 7, 2017, to extend the re-opening date to November 20, 2017. The parties also agreed that if the County were unable to present to Local 701 proposed policy changes around inclement weather and essential employees by November 20, 2017, then the parties would re-open Article 14, Section C Essential Operations of the CBA and schedule bargaining sessions.
- C. On November 17, 2017, the County notified Local 701 that it would not have proposed policy changes to present to Local 701 around inclement weather and essential employees by November 20, 2017. The parties agreed to meet on December 7, 2017.

- D. The parties met on December 7, 2017, to discuss the reopener regarding proposed policy changes around inclement weather and essential employees. Neither party made a formal proposal. The parties agreed to meet on January 7, 2018. As January 7, 2018 was a Sunday, the parties agreed via an email on December 19, 2017, to meet on January 8, 2018.
- E. The parties met on January 8, 2018. The County presented the Union with a proposal on policy changes regarding inclement weather, disaster, and essential employees. The Union requested time to review the proposal and the parties agreed to meet on March 1, 2018.
- F. The parties met on March 1, 2018, the Union presented the County with a counter-proposal on policy changes regarding inclement weather and essential employees. After caucusing, the County discussed several proposed changes to the Union's proposal, and the parties reached conceptual agreement.

THEREFORE, the parties mutually agree as follows:

II. Agreement

- A. Effective with the signing of this agreement by both parties, Article 14, Section II.C. of the parties 2017-2022 CBA is modified as follows:

C. Inclement Weather, Disasters, and Essential Operations

1. General

a. All employees are expected to make every effort to attend work and serve the public during inclement weather, natural disaster, or community emergency unless released from reporting by their supervisor or other authorized management representative.

b. The County Chair, Chair's Chief-Of-Staff, Chief Operations Officer, or other Chair designee may make countywide facility closure or operations curtailment decisions. Those executives, and Department Directors and their designees, may make Department facility closure or operations curtailment decisions.

c. The County reserves the right to ~~establish~~ maintain and revise policy ~~with respect to attendance at work during~~ regarding inclement weather, ~~or a natural disaster,~~ or community emergency, as relates to facility closure and operations curtailment, attendance at work, and reassignment of staff to other temporary work locations. and The County further reserves the right to determine whether or not a ~~particular incident~~ specific event qualifies ~~as such an event~~ under the terms of any such policy.

2. Inclement Weather

a. All Local 701 employees are designated as operationally essential ("Essential") and are required to report for duty regardless of facility closure or curtailment of some or all County operations. An employee who does not report to work or who reports late shall time-code the absence as leave without pay, or may charge it to compensatory time off, personal or saved holiday, or vacation leave.

b. Employees will be entitled to Inclement Weather Essential Assignment Compensation as described in Article 15.XV.

c. Employees who were already scheduled for paid leave remain in that leave status.

~~The County agrees that changes in such policies will be presented to the Union for review and consideration in accordance with the Public Employee Collective Bargaining Act. In the event the County is unable to present changes to such policies by October 31, 2017, which are acceptable to the Union, either party may request to reopen Article 14, Hours of Work, section C. Essential Operations, beginning November 1, 2017. The parties agree that any reopener of Article 14, Hours of Work, section C. Essential Operations will be subject to the same rules and bargaining process that pertains to expedited bargaining negotiations and Article 6 (No Strike - No Lockout) will be suspended as to Article 14, Hours of Work, section C. Essential Operations dispute arising therefrom,~~

- B. Effective with the signing of this agreement by both parties, Article 15 of the parties 2017-2022 CBA is modified as follows:

XV. Inclement Weather Essential Assignment Compensation

Employees in positions that have been designated as Inclement Weather Essential Assignments shall receive two (2) saved holidays, at the number of hours described in Article 7.III, on October 16 of each year. An employee who transfers into an Inclement Weather Essential Assignment after October 16 but before January 1 of the same fiscal year will receive two (2) saved holidays effective to the date of their transfer. An employee who transfers into an Inclement Weather Essential Assignment on or after January 1 but before February 15 of the same fiscal year will receive one (1) saved holidays effective to the date of their transfer. An employee who transfers into an Inclement Weather Essential Assignment after February 15 will receive no saved holidays for the fiscal year.

- C. IUOE Local 701 employees will be granted one (1) saved holiday this fiscal year (FY17-18) upon execution of this agreement.
- D. This MOA will remain in effect until implementation of a successor 2017-2022 CBA, unless extended by mutual agreement.
- E. This represents the complete agreement of the parties.

Agreed to this 26th day of March, 2018.

For the Union:



James Anderson, Business Manager
Fin Secy IUOE Local 701, AFL-CIO

For the County:



James J. Opoka, Labor Relations Mgr.