

SETTLEMENT AGREEMENT

This settlement agreement is entered into between Multnomah County ("the County") and AFSCME Local 88 ("the Union").

Background

1. **On January 30, 2025** the Union notified the County of its intent to bargain and a request to cease and desist regarding what the Union believed to be a change in past practice on compensation for work related travel time.
2. **On February 10**, in a follow up communication, the Union gave the required notice to the County of its intent to file an Unfair Labor Practice.
3. A grievance was filed on **September 9, 2024**, by Steward Joy Schomer on behalf of DCHS [REDACTED], citing what the Union argued to be related contract violations to travel time compensation.
4. A separate second **group grievance** was filed on **March 26, 2025** by Stewards Joy Schommer, Edward Dove III, and Hilary Zust, citing what the Union argued to be related contract violations to travel time compensation.
5. The County's Collective Bargaining Agreement (CBA) with AFSCME Local 88, along with County personnel rules and administrative procedures, details the telework and mileage provisions and procedures for AFSCME Local 88 employees:
 - A. In Multnomah County Personnel Rule ("MCPR") 3-65, the term "Primary County Work Location" is used to describe an employee's regular reporting location. The "Primary County Work Location" is defined as: "An employee's assigned place of work or duty station at a County location.";
 - B. In Addendum E, Section D.1. of the Local 88 Collective Bargaining Agreement ("CBA"), the term "Regular Place of Reporting" is used to describe an employee's regular reporting location; and
 - C. In Administrative Procedure FIN-14, the term "Employee's Assigned Building" is used to describe an employee's regular reporting location.
 - D. In accordance with MCPR 3-65-060, the County can modify an employee's telework agreement, with at least fifteen (15) calendar days notice, to require employees to start and end their day at their Primary County Reporting Location (or another County location by mutual agreement) on days when the employee has field visits and/or in-person meetings at the Primary County Reporting Location or another County location.

Agreement

1. **Effective November 6, 2024**, the County agrees to compensate all telework employees for travel time (excludes commute as defined in FLSA) that occurs within an employee's scheduled workday when such travel is required for business purposes. This covers required travel between an employee's telework location, County locations, and/or field visits. However, commute time before the start or after the end of the workday will be non-compensable, as this is considered normal home-to-work and work-to-home commuting. For employees choosing to travel between telework sites, County locations, or field visits during the course of their workday, travel time should be completed during personal time. For example, if an employee starts their day at a County location and later chooses to transition to telework for the afternoon, any travel time for this transition should be completed during the employees break or lunch period. Employees, with manager approval, may also flex their time to account for non-required travel.
2. The Union agrees that applicable Administrative Procedures and County Personnel Rules, including MCPR 3-65 Telework provisions, remain in effect. These provisions include but are not limited to determining primary work locations, telework schedule approvals, revisions, and rescissions.
3. The County agrees to update employee Frequently Asked Questions (FAQs) and time entry instructions with guidance on appropriate compensation for teleworkers who travel for required work during their workday.
4. The County agrees to update [REDACTED] time entry retroactive to **July 1, 2024**, to reflect paid travel time and credit any loss of accrued time.
5. The County agrees to audit time entry for all AFSCME employees who used paid leave or their break/lunch periods for work-related travel between **November 6, 2024**, and the signing of this agreement July 10, 2025. These entries will be updated to reflect paid work time for travel, compensating for any associated loss of pay or loss of accrued time.
6. The County agrees to send updated guidance to all telework employees and department managers, including how to properly code time, on travel and commute time compensation.
7. This written instrument contains the entire agreement of the parties. There are no terms, rights, promises, obligations, or conditions except as set forth herein in writing.
8. It is understood and agreed that this Agreement is in compromise of disputed claims and that it is not to be construed as an admission of liability on the part of Multnomah County, its elected officials, agents, or employees, by whom liability is expressly denied.

7/10/25

9. This Agreement releases and discharges the County from all current claims and causes of action. This includes, but isn't limited to, active grievances, Unfair Labor Practices (ULPs), and any claims arising under the FLSA, BOLI, Oregon Revised Statutes 659A.030, or any other federal, state, local statute, ordinance, regulation, constitution, executive order, common law, or contractual obligation. The parties intend this agreement to be a complete and full release of all claims against the County.
10. This Settlement Agreement is entered into without precedent or prejudice with respect to future settlements between the Parties.
11. The parties acknowledge that this agreement is not intended to be a formal bargaining session and that neither party is obligated to modify the existing contract language as a term of this settlement agreement (although they may mutually agree to do so).

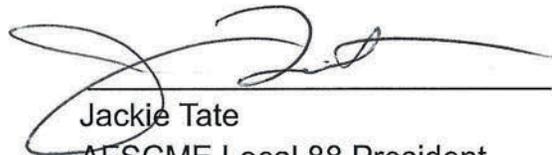
Agreed to, this 10th day of July, 2025.

For the County:



Cessa Diaz
Deputy Chief Human Resources Officer

For the Union:



Jackie Tate
AFSCME Local 88 President

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 - B. In Addendum E, Section D.1. of the Local 88 Collective Bargaining Agreement ("CBA"), the term "Regular Place of Reporting" is used to describe an employee's regular reporting location; and
 - C. In Administrative Procedure FIN-14, the term "Employee's Assigned Building" is used to describe an employee's regular reporting location.
 - D. In accordance with MCPR 3-65-060, ~~Section § 3-65-060~~, the County can modify an employee's telework agreement, with at least fifteen (15) calendar days notice, to require employees to start and end their day at their Primary County Reporting Location (or another County location by mutual agreement) on days when the employee has field visits and/or in-person meetings at the Primary County Reporting Location or another County location.

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1. **Effective November 6, 2024**, the County agrees to compensate all telework employees for travel time (excludes commute as defined in FLSA) that occurs within an employee's scheduled workday when such travel is required for business purposes. This covers required travel between an employee's telework location, County locations, and/or field visits. However, ~~commute~~ travel time ~~before~~ the start or ~~after~~ the end of the workday will be non-compensable, as this is considered normal home-to-work and work-to-home commuting ~~required to travel during their scheduled work hours for all travel time (to, from, and between field locations and their telework site)~~. For employees choosing to travel between telework sites, County locations, or field visits during the course of their workday, travel time should be completed during personal time. For example, if an employee starts their day at a County location and later chooses to transition to telework for the afternoon, any travel time for this transition should be completed during the employees break or lunch period. Employees, with manager approval, may also flex their time to account for non-required travel.
2. The Union agrees that applicable ~~Administrative~~ ~~Procedures~~ and County ~~Personnel~~ ~~Rules~~, including MCPR 3-65 Telework provisions, remain in effect. These provisions include but are not limited to determining primary work locations, telework schedule approvals, revisions, and rescissions.
3. The County agrees to update employee Frequently Asked Questions (FAQs) and time entry instructions with ~~guidance on appropriate compensation for teleworkers who travel for required work during their workday.~~
4. The County agrees to update ~~make~~ [REDACTED] time entry ~~whole~~ retroactive to **July 1, 2024**, to reflect paid travel time and credit any ~~retroactively including loss of pay and~~ loss of accrued time.
5. The County agrees to audit time entry for all AFSCME employees who used paid leave or their break/lunch periods for work-related travel between ~~make all other affected employees whole retroactive to~~ **November 6, 2024**, and the signing of this agreement **May 31, 2025**. These entries will be updated to reflect ~~paid work time for travel, compensating for any associated including loss of pay or and~~ loss of accrued time.
6. The County agrees to send updated guidance to all telework employees and department managers, including how to properly code time, on travel and ~~commute~~ time compensation.
7. This written instrument contains the entire agreement of the parties. There are no terms, rights, promises, obligations, or conditions except as set forth herein in writing.

8. It is understood and agreed that this Agreement is in compromise of disputed claims and that it is not to be construed as an admission of liability on the part of Multnomah County, its elected officials, agents, or employees, by whom liability is expressly denied.
9. This Agreement releases and discharges the County from all **current** claims and causes of action. This includes, but isn't limited to, active grievances, Unfair Labor Practices (ULPs), and any claims arising under the FLSA, BOLI, Oregon Revised Statutes 659A.030, or any other federal, state, local statute, ordinance, regulation, constitution, executive order, common law, or contractual obligation. The parties intend this agreement to be a complete and full release of all claims against the County.
10. This Settlement Agreement is entered into without precedent or prejudice with respect to future settlements between the Parties.

~~¶
The Union agrees to withdraw the two outstanding grievances referenced above; as well as, withdraw the Unfair Labor Practice. ¶~~

11. The parties acknowledge that this agreement is not intended to be a formal bargaining session and that neither party is obligated to modify the existing contract language as a term of this settlement agreement (although they may mutually agree to do so).

Agreed to, this _____ day of ~~July~~~~June~~May, 2025.

For the County:

For the Union:

Cessa Diaz
Deputy Chief Human Resources Officer

Jackie Tate
AFSME Local 88 President