

# Memorandum of Agreement

(Disaster Resource Center/Emergency Shelter Operations Staffing)

## I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as "MoA") are Multnomah County, Oregon, (hereinafter referred to as the "County"), and Local 88 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"). This agreement applies to the General Unit 88-0, the Physicians Unit 88-2, the Pharmacist Unit 88-4, the Dentists Unit 88-5, and the JCSS Unit 88-6.

## II. Background

The County and Union have a mutual desire to incentivize employees to staff Disaster Resource Centers operations (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 in place from November 1, 2023, to September 30, 2024, in order to create a Shelter Staff Operations program. Unless mutually agreed otherwise, effective October 1, 2024, the provisions of the collective bargaining agreements will revert to prior contract language and this MOA will expire. Nothing in this MOA is intended to imply that this Shelter Staffing Operations agreement is status quo for the sake of future negotiations.
- B. The County will solicit volunteers willing to staff DRC or emergency operations center (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 pay required when an employee voluntarily accepts additional shifts. FLSA exempt employees in the Physicians (88-2), Pharmacists (88-4) and Dentists (88-5) bargaining units shall be compensated on hourly basis at their regular rate of pay plus the twenty percent (20%) premium. An employee assigned to assist with the set-up and demobilization of DRC and/or EOC operations shall also receive the twenty percent (20%) premium for all hours worked during set-up and take down.

- C. The County assigned a pay range for each type of DRC and EOC position [\(Attachment A\)](#)<sup>1</sup> to ensure employees working at a higher level than their home position are compensated appropriately. For purposes of setting pay, the County will follow regular work-out-of-class procedures. An employee at a higher level than the DRC or EOC operations position they fill will receive no change in pay. After the execution of this Agreement, if a new assignment is created or an existing assignment is identified that is not listed in Attachment A, the Union and the County may seek to modify this list through mutual agreement.
- D. Supervisor approval is required with the understanding this is a top priority for the County and all requests should be approved unless the employee is scheduled for a fixed post shift or a staffing hardship exists. Employees who wish to sign up and are not approved may appeal to their Department Director for review. The approval of employees volunteering to staff DRC or EOC operations shall be at the 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.
- E. By volunteering, the employees become "ad hoc essential workers." If the County determines it is necessary to open a DRC, the employees will be asked to sign up for needed shifts as they are posted for sign up.
- F. Employees who work thirty-two (32) hours or more during the term of this agreement will receive one (1) day of saved holiday at the number of hours described in Article 7.I.B.1, as a bonus, in addition to the twenty percent (20%) premium. Saved holidays earned under this Agreement, the previous Agreement dated November 22, 2022, or the original Agreement dated November 4, 2021, must be used by June 30, 2025, or it will be forfeited. The saved holiday will be added to the employee's paid leave bank the pay period following the completion thirty-two (32) hours).
- G. It is understood that many employees are already designated as essential based on the nature of their work. If possible, they may also sign up to volunteer for this trial program.
- H. When practicable, efforts will be made to equitably allow for shift sign up when fewer shifts are available than willing employees.
- I. Employees will not be required to 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 operations.
- J. The County will provide ongoing and consistent training to staff who volunteer for DRC or EOC staffing.

<sup>1</sup> Attachment A List is revised to include 5 Additional assignments that were created for the DRC after the execution of the 2021-22 MOA: 1.) Planning Lead, 2.) PIO Media, 3.) Support Logistics Lead, 4.) Liaison Officer, 5.) Operations Lead.

K. It is understood this agreement may be edited, added to, or further modified upon mutual agreement of both parties. Ongoing discussions to improve the shelter staffing process are encouraged. The parties intend to review the effectiveness of this MOA and consider potential changes to the DRC including reviewing relevant data and employee experiences by October 1, 2024.

L. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in AFSCME collective bargaining agreements.

M. 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.

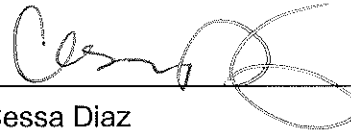
N. The parties further understand that this MOA only addresses compensation for employees and that if the County introduces a new mandatory subject of bargaining during the term of this agreement, the Union reserves the right to bargain over the matter.

AGREED to this date, March 5<sup>th</sup>, 2024

For the Union:

For the County:

Agreed upon via email



---

Jordan Muehe  
Council Representative  
AFSCME Local 88

---

Cessa Diaz  
Deputy Chief Human Resources Officer  
Multnomah County