

Memorandum of Agreement

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 "County"), and Local 88 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as "Union").

II. Background

A. On January 23, 2020, the parties began negotiations for a successor Collective Bargaining Agreement (CBA) for the General Unit.

B. The COVID-19 Pandemic and subsequent State of Emergency has caused the parties to re-evaluate the bargaining process and the parties bilaterally determined it would be beneficial to reach a short-term successor CBA one year.

C. The parties ratified the agreement on July 23, 2020 for a one year rollover of the CBA from July 1, 2020 to June 30, 2021.

D. The parties wish to reach agreement on housekeeping issues for the CBA.

III. Agreement

The parties hereby agree to incorporate the following changes into the CBA:

A. All pronouns in the CBA will be changed to be gender neutral.

B. Article 2, Definitions:

Section XIII.H. - "A regular status employee appointed to a Limited Duration appointment in a non bargaining unit classification will continue to be represented by the Union and will be treated the same as an employee temporarily appointed to a non-bargaining unit classification under Article 15.III.B.2 except that their right of return will be consistent with Article 2.VIII.G."

C. Article 5, Union Security -

1. Section II. -

"A. Deduction of Union Dues and Fair Share Service Fees"

1. **Amount deducted each payroll period:**

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement ~~as applicable:~~ **in accordance with the terms of the contract between the employee and the Union, one half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.**

a. **Union Dues**

~~One half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.~~

b. **Fair Share Service Fee**

~~One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial regular appointment to a bargaining unit position.~~

2. **Administration and use of Fair Share Service Fees:**

~~The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal law.~~

3. **Authorization and certification of dues and Fair Share Service Fees:**

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

4. **Religious objections to payment of dues and Fair Share Service Fees:**

~~The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee shall pay an amount equal to regular union dues through the Union to a non-religious charitable organization exempt from taxation under 501(c)(3) of the Internal Revenue~~

~~Code, or other charitable organization mutually agreed upon by the employee making such payment and the Union. The employee will make payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.~~

4 5. Appointment to excluded positions:

Deductions for ~~Fair Share Service Fees~~ and Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

(. . .)

7 8. Maintenance of Membership:

~~Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. There shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the Fair Share agreement. The five (5) day window periods shall commence on the anniversary date of the signing of the contract.~~

2. Section III. - **"E. Union Business**

There are three forms **of time coding for** ~~of~~ Union Business Leave.

1. **Union Business Leave Time (County Paid Time):**

Union Business Leave **Time** that is considered County Paid Time includes functions that are considered County/Union joint functions such as negotiations; committees that are joint County/Union committees such as labor/management committees, Benefits Committee, Compensation Committee; **provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; testify in a legal proceeding in which they have been subpoenaed as a witness;** duties as a Steward as defined in this agreement and such other Union Business **Time** (County Paid ~~Time~~) that are mutually agreed between the parties. County employees participating in such activities will be allowed to do so without loss of pay **compensation, seniority, leave accrual or any other benefits.**

2. **Union Business Time Leave (Union Reimbursable Time):**

a. Any bargaining unit member selected by the Union to participate in a Union activity as defined below shall be considered in Union Business Leave (Union Reimbursable Time) status and shall be granted such paid **time** leave not

to exceed twenty (20) working days per fiscal year, per member. An additional sixteen (16) working days of paid Union Reimbursable Time leave shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional paid time may be granted by mutual agreement of the parties. **County employees on approved Union Business Time (Union Reimbursable) will be allowed to do so without loss of compensation, seniority, leave accrual or any other benefits.**

(. . .)

2. Section III.F - **Union Business Leave – Employment Status**

~~4. Employees in Union Business Leave County Paid time and Union Reimbursable time shall be treated as in paid leave status regarding accrual of benefits such as vacation, sick leave, Health and Welfare, pension or any other benefit granted employees in paid leave status.~~

D. Article 7, Holidays:

1. Section I.A. - Add Juneteenth (June 19) as a recognized holiday.

2. Section I.A.12. - “Eight (8) hours to be used ~~between Thanksgiving and New Year’s,~~ or for any religious or floating holiday during the fiscal year...”

E. Article 9, Sick Leave, Fitness for Duty, and Disability Insurance:

1. Section I.A.1.f. - “Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. ~~This category shall be effective through February 1, 2019, and may be extended during the term of the contract by mutual agreement of the parties.~~”

2. Section IV.B. - “The Parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave, compensatory time, and ~~saved~~ holiday time to ill or injured employees who have exhausted all paid leave.

3. Section V.1. - “Any employee who separates from County employment for any reason other than layoff or PERS retirement, who is subsequently re-employed as a regular status, **limited duration, on-call or temporary** employee within one hundred eighty (180) days, is entitled to credit for all sick leave accrued up to the last day of prior employment.”

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F. Article 10, Other Leaves:

1. Add Section II.B.3. - **"An employee will be compensated for time worked when they have been subpoenaed to provide testimony in a legal proceeding initiated by either the County or the Union."**

2. Section III - "The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the Department Human Resources unit. **Members of the National Disaster Medical System (NDMS) service of the U.S. Office of Preparedness and Emergency Operations shall be treated as qualifying for paid leave under ORS 408.290 for and during deployments in response to public health emergencies."**

3. Section IV - ~~This paragraph shall be effective through January 31, 2019, and may be extended during the term of the contract by mutual written agreement by both parties.~~

G. Article 11, Health and Welfare

1. Update plan names - Kaiser **10/20** Medical Plan, Delta Dental **50** Plan, Kaiser Dental **15** Plan, and Moda Dental **50** Plan.

2. Section I.E. - "Employees making such election must provide an affidavit or other qualifying proof of other group medical benefit plan coverage cover all tax dependents annually, ~~other than Medicare~~, in order to make the Opt Out election."

3. Section I.L. - "New Full-time employees who fail to submit ~~a~~ timely ~~application~~ to Opt Out or enroll into the medical and dental benefit plans described in Section A will be enrolled by default in the County's **PPO 400 plan** ~~Platinum plan~~ and Delta Dental **50** plan, with employee only coverage."

4. Section I.K.3.b.iii. - ~~During unpaid OFLA leave only, the County will not contribute toward medical or dental benefit plan coverage.~~

5. Section I.B.4 - ~~Either party may request to reopen Article 11 — Health & Welfare beginning June 1, 2019, with negotiated changes under a re-opener effective no sooner than January 1, 2020. The parties agree that any reopener of Article 11 will be subject to the same rules and bargaining process that pertains to full contract~~

~~successor negotiations and Article 6 (No Strike No Lockout) will be suspended as to any Article 11 dispute arising therefrom.~~

H. Article 12, Workers Compensation and Supplemental Benefits:

1. Section II.A. - "The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's **approved Oregon Workers Compensation type attending physician** health care provider..."

2. Section III.B. - "To the extent not compensated by Workers' Compensation benefits, the **hours missed on the** first day of occupational disability shall be compensated as time worked."

3. Section V.B. - "If a Workers' Compensation claim which has been denied is later held compensable upon appeal, **any compensation disbursed for paid leave taken in lieu of** compensable time loss benefits shall be reimbursed by the employee to the County and the employee's leave account **shall be** credited with an equivalent number of days."

I. Article 14, Compensation:

1. Section I.A. - "Effective July 1, ~~2017~~ **2020** the rates and ranges of employees covered by this Agreement shall be increased by two and **nine two**-tenths percent (**2.9 2.2%**), ~~or \$0.60 to the hourly rate if greater.~~"

2. Section I.G.2. - ~~"Employees at the Fifteen Dollars (\$15.00/hr) minimum prior to July 1, 2017, shall be moved to the next pay rate of Fifteen Dollars Twenty Nine Cents per hour (\$15.29/hr) retroactive to July 1, 2017, and then on, or retroactive back to, their step anniversary date for the 2017-2018 fiscal year, shall be moved to the next pay rate of Fifteen Dollars Seventy Four Cents per hour (\$15.74)."~~

3. Section X - "To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS ~~279.340~~ **653.268** as provided by ORS **653.269**, ~~279.342 (5)(b)~~. ~~Copies of the above cited statutes are available upon employee request to the Labor Relations Section.~~

4. Section VII. - "Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out. **Specific terms and conditions of the deferred compensation program are controlled by the plan document.**"

5. Section IV.A & B - **Overtime**

A. Time and One-Half Regular Overtime

Employees will be compensated at the rate of one and one half (1 ½) times their normal hourly rate of pay for additional time worked as follows:

1. In excess of eight (8) hours in any work day for a five (5)-day, forty (40)-hour a week employee; or
2. In excess of ten (10) hours in any work day for a four (4) day, forty (40)-hour a week employee; or
3. In excess of forty (40) hours in any FLSA work week.

B. Double Time

1. All work performed **beyond regular overtime** on an full-time employee's scheduled second (2nd), ~~or~~ third (3rd), **or fourth (4th)** day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first (1st) scheduled day of rest will be paid at the rate of one-and-one-half (1 ½) times his or her normal rate.

2. The first (1st) day of rest shall be the employee's first (1st) day off following their final continuous day of rest. For example:

a. If an employee has three (3) continuous days of rest from Saturday through Monday, then Sunday and Monday will be their second (2nd) and third (3rd) days of rest.

b. If an employee has three (3) non-continuous days of rest on Wednesday, Sunday, and Monday, then Sunday and Monday will be their second (2nd) and third (3rd) days of rest.

3. The applicable day of rest will be determined by the calendar day the person begins work and will remain in effect until (a) they leave work, or (b) their next regularly scheduled shift begins, whichever happens first. For example, if an employee starts

work at ten (10:00) p.m. on their first (1st) day of rest and works until two (2:00) a.m. on the second (2nd) day of rest (and their next regularly scheduled shift has not begun during that entire time period), all the hours will be computed at one-and-one-half (1 ½) time. Work begun during the second or third day of rest will be computed at double time according to the provisions above.

3. Part-time employees who work in excess of forty-eight (48) hours in an employee's FLSA work week shall be compensated at the double rate for all such hours in excess of forty-eight (48) hours.

J. Article 15, Classification and Pay Ranges:

Section IV.C.1. - "The outcome of a reclassification request may be appealed under Article 18 at Step 3 of the grievance procedure within ~~fifteen (15)~~ **thirty (30)** days of the date on which notice of the decision from Central Human Resources is received."

K. Article 16, Pensions:

1. Section V. Pension Stability Account Diversion Replacement -

A. If any contributions made under Section III. and IV. of this Article are credited to the employee pension stability accounts under ORS 238A.330, the County shall upon discovery or notification from PERB in turn notify each affected employee of their right to make additional contributions to the individual account program in the amount credited to the employee pension stability account.

B. If an employee elects to make an additional contribution, the County shall certify to the employee that the contribution has been remitted to the PERB for that Board to credit the employee's contribution to the account established for them under ORS 2328A.350(2).

2. Section H -

1. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in a County sponsored medical and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., fifty percent (50%) or one hundred percent (100%) as applicable) of the monthly premium. **Except as described below in Subsection 2.**

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failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section.

2. A retiree who retires on or after ratification of this Agreement will be allowed to leave County coverage, and then opt back on to a County plan, as a one-time opportunity. To receive this benefit, however, the retiree must demonstrate continuous coverage under a plan that meets the minimum value requirements set forth under the Affordable Care Act (ACA), e.g., an employer-sponsored group medical plan. The retiree must enroll within sixty (60) calendar days of loss of coverage under the non-County group medical plan. The effective date of coverage will be the first day of the month on or after receipt of all enrollment forms.

3. The County shall inform the retiree of the identity and mailing address of the County's collection agent **and acceptable forms of payment** at the time the retiree signs up for continued post-employment medical and/or dental insurance coverage, and shall inform the retiree of changes in collection agent not less than forty-five (45) days in advance of the effective date of such change.

L. Article 17, Settlement of Disputes:

Section III.B. - "Any regular, non probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within ~~fifteen (15)~~ **thirty (30)** days of receipt of the letter imposing disciplinary action."

M. Article 21, Seniority and Layoff:

1. Incorporate the MOA dated February 22, 2019.
2. Section II.B -

"3. When an authorized ~~non-FMLA/OFLA~~ leave without pay exceeds thirty (30) days, no time spent on that leave will count **except in the following circumstances:**

a. An unpaid leave is protected by FMLA/OFLA or the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall count.

b. An unpaid leave of up to one-hundred and eighty (180) days protected by the Americans with Disabilities Act, ORS 659A.040 to ORS 659A.069 (injured worker's right to reinstatement), and ORS 659A.270 to ORS 659A.290 (leave for victims of domestic violence) shall count.

"5. Time spent in on-call status will not count. When an On-Call employee that moves to regular status, their seniority shall include all time from January 1, 2019 in on-call status on an hour for hour basis."

"6. Prior to regular appointment, all continuous, contiguous service, performing duties consistent with work done by members of a bargaining unit, in temporary status, limited duration or work out of class shall count. The term continuous service shall allow for an unpaid leave or a break in-service not to exceed thirty (30) days."

N. Addendum B, Lead worker Premium

1. Section III.B - (Changes to rates to specific classifications or changes to classification names)

JCN	TITLE	RATE
6065	Animal Care Technician 2	10.0%
6012	Clinic Medical Assistant	5.0%
<u>6024</u>	<u>Disease Intervention Specialist</u>	<u>5.0%</u>
<u>6012</u>	<u>Medical Assistant</u>	<u>5.0%</u>
<u>6363</u>	<u>Pre-Commitment Investigator</u>	<u>5.0%</u>

O. Addendum C. Premium Pay and Other Provisions

1. Section II Facilities and Property Management:

A. Any member of the AFSCME bargaining unit in Facilities, within the Department of County Assets, who requests and is granted a regular shift that begins prior to six (6:00) am, will waive their right to receive the graveyard shift differential. Requests and approvals shall be in writing and will be signed by both the member and the supervisor. Review and approval of schedule requests are subject to the Article 13.V.C.2. criteria and denial/rescission appeal review process.

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B. This provision shall not apply to any schedule change that is not requested in writing by the employee. Schedule changes initiated by a supervisor or manager will be handled in accordance with other applicable terms of this Agreement, including but not limited to Article 13.

P. Addendum E, Auto Reimbursements and Transit Subsidies:

1. Retitle Section III - "**Bus Tri-Met Pass**"

2. Section III.A. - "For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective October, 2001, each employee shall be eligible to receive a **busTri-Met** pass entirely subsidized by the County for the employee's personal use while employed by the County. Employees' **pass will be inactivated upon their termination of County employment** shall return the bus pass to the County upon termination of County employment. ~~Failure to do so may result in further action by the County and may be noted in the employee's personnel file.~~

Q. Addendum F, Department of Library Services

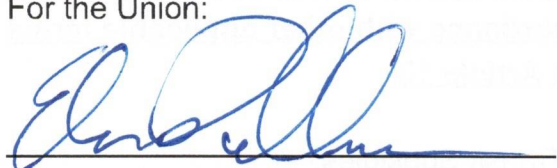
Section I.A. -

"1. The library branches (which includes Central) will observe the Christmas Eve holiday on, **Thursday**, December 24, **2020**; the Christmas holiday on **Friday**, December 25, **2020**; and the New Year holiday on **Friday**, January 1, **2021**.

2. The Administration Building and Isom Building will observe the Christmas Eve holiday on, **Thursday**, December **24, 2020**; the Christmas holiday on **Friday**, December 25, **2020**; and the New Year holiday on **Friday**, January 1, **2021**."

AGREED to this date, ____ of August, 2020.

For the Union:



Eben Pullman, Council Representative
AFSCME Local 88

For the County:

DocuSigned by:

Steve Herron

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Steve Herron, Labor Relations Director
Multnomah County