## **MEMORANDUM OF AGREEMENT**

## I. Parties

The Parties to the MOA are Multnomah County, Oregon (hereinafter "County"), the Multnomah County Sheriff's Office (hereinafter "MCSO") and AFSCME Local 88, AFL-CIO (hereinafter "Union")

## II. Background

The parties have an existing and valid MOA regarding the process for MCSO employees to bid for vacation leave. The terms of the MOA are intended to remain in force except as stated in the terms below.

Recent events have brought it to the attention of both parties that employees in the Equipment/Property Technician (EPTs) classification have unique workplace requirements that make the current vacation bid process more burdensome on them that other Local 88 represented MCSO employees. In order to provide greater flexibility to EPTs in their vacation bid process, the parties agree to pilot a separate vacation bidding process for those employees.

## III. Terms

- The yearly vacation bid for employees in the EPT classification shall be based on county seniority. The annual sign up shall be based on a calendar year. The sign-up for the coming calendar year shall take place during the last quarter of the current calendar year. EPTs shall be allowed to bid for the amount of vacation leave they are entitled to accrue in the coming calendar year. Vacation leave accrual rates shall be governed by Article 8 Vacation Leave of the collective bargaining agreement.
- 2. Each EPT may submit one (1) request for every whole week of annual vacation accrual that they will be entitled to in the coming calendar year. For example, an EPT who accrues 3.6 weeks of vacation leave per year may submit up to three (3) requests. Each request shall be at least one (1) work day long partial day of vacation cannot be requested during the bid. EPTs may submit only one (1) block of time per request.
- 3. Example: An EPT who accrues 4.4 weeks of vacation leave annually can submit up to four (4) requests. He or she may submit one (1) request for a single block of time taking all 144 hours consecutively, or four (4) requests could be submitted, each one for as little as a single day of vacation. Vacation requests submitted after the annual bid process will be granted on a first-come, first-served basis as provided for in the pre-

existing MOA. Minimum levels at each worksite will continue to be determined by MCSO management, per ASU's internal unit policy.

- 4. The bid process described in this MOA is intended to be piloted on a one-year trial basis and will apply only to ASU vacation bidding and scheduling for calendar year 2017. Unless the parties mutually agree otherwise, vacation bidding and scheduling for subsequent calendar years will be governed by the pre-existing MOA entitled "Sheriff's Office Annual Vacation Sign-up Policy and Procedure for Local 88 Members."
- 5. The parties understand and agree this MOA applies only to the one-year pilot program described herein. This MOA creates no precedent or past practice beyond its expressly defined Terms.
- 6. This MOA will expire on June 30, 2017 unless extended by mutual agreement of the parties.

Dated this 12 day of September, 2016

For the Union:

For the County:

For MCSO