

MEMORANDUM OF AGREEMENT

I. Parties to the Agreement

The Parties to this Memorandum of Agreement (MOA) are Multnomah County, Oregon, hereinafter referred to as the County and AFSCME Local 88, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

II. Background

- A. Each year, employees in School Based positions experience limited duration summer layoff during the summer breaks in instruction, unless they are able to remain in paid status through a combination of on-call work and/or eligible paid leave accruals, such as vacation, compensatory time, etc.
- B. During the limited duration summer layoff, the employees' medical/vision and dental insurance coverage (hereinafter referred to as "coverage") lapses at the end of the month, if the employee's last regularly scheduled work day in pay status falls on or before the fifteenth (15th) day of the calendar month in which the employee begins limited duration summer layoff. If such work day falls after the fifteenth (15th) of the calendar month in which the employee begins limited duration summer layoff, coverage lapses at the end of the following calendar month.
- C. To minimize the lapse in coverage, the County has provided work for school based employees to perform between the last day of school and June 16th, so that the limited duration summer layoff begins on June 17th. Additionally, the County has allowed interested School Based employees to work during July, so that coverage continues through August, and to work in August or return from limited duration summer layoff on or before September 1, so that employees have coverage in September.
- D. The process of ending and reinstating employees' coverage is an administrative burden and results in confusion concerning insured and uninsured periods of time.
- E. Both parties have expressed an interest in providing coverage for school based employees during the limited duration summer layoff, which would simplify the process and ease the administrative burden and confusion.
- F. The School Based Program was transferred from the Department County Human Services (DCHS) to the Health Department on July 1, 2015. There are no longer any School Based employees in DCHS.
- G. In past years, the beginning of the new school year for the different districts occurred within seven (7) days of each other. For school year 2016-2017, the new school

year for the different school districts will occur within fourteen (14) days of each other.

III. Terms of Agreement

Effective with the signing of this revised supplemental agreement by both parties, Addendum J of the parties 2014-2017 collective bargaining agreement is modified as follows:

1. Addendum J, Section I.

I. The purpose of this Addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer work and recall of employees in the Health Department ~~and the Department of County Human Services~~ who work in School Based positions.

2. Addendum J, Section I.F.

F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and Insurance Benefits

When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding ~~seven~~ fourteen (714) calendar days. A more senior employee who would have been retained or recalled but for the departure from normal seniority order of layoff or recall may use vacation or leave without pay for the period between the date he or she would have bumped or been recalled under normal procedures and the effective date of the general school based health summer layoff or recall as determined by the School Based Manager. In addition, such employees will

accrue seniority and be eligible for medical and dental insurance coverage as though they were laid off or recalled in accordance with normal layoff or recall procedures.

3. Addendum J, Section I.I.

I. **Layoff or Carryover of Accumulated Vacation**

Notwithstanding any other provision of this agreement, an employee subject to limited duration layoff in school based program may request payoff of some or all of his or her accumulated vacation. Such request shall be made in writing to the School Based Manager, the Department's Human Resource ~~m~~Manager and Payroll ~~Supervisor~~ **Manager** of the Department of County Management within three (3) days after the employee receives notice of limited duration layoff. **Payout of some or all of the employee's accrued vacation shall be made on the employee's regular, bi-monthly paycheck received on June 30, and is subject to required/authorized tax withholdings and deductions.** In the absence of such notice, vacation will be carried on the books over the summer unless the employee is subsequently terminated or resigns. In such case, normal provisions relating to vacation payoff shall apply.

4. Addendum J, Section I.M.

M. **Insurance Benefits for During Limited Duration Summer Work Layoff**

~~If the employee's last regularly scheduled workday in pay status falls on or before the fifteenth (15th) day of the calendar month in which the employee begins limited duration layoff, medical/vision and dental~~

~~benefits toward which the County has contributed will lapse at the end of that month. If such work day falls after the fifteenth (15th) of the calendar month in which the employee begins limited duration layoff, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15th; Employee A's coverage toward which the County has contributed will lapse July 31st. Employee B's last day is July 16th. Employee B's coverage toward which the County has contributed will lapse August 31st.) Employees will be treated as a regular employee for purposes of receiving health benefits per Article 11 provided they begin limited duration layoff after June 15th, and work a minimum of two (2) shifts from July 16 through July 31, and either work two (2) shifts from August 16 through August 31 or return from limited duration summer layoff on or before September 1. The County agrees to continue the medical/vision and dental benefits, without lapse in coverage, for school based employees who are subject to school-break limited duration summer layoff. The employee's cost share for medical/vision and dental benefits that accrue while they are on limited duration summer layoff will be collected from the employee's pay upon their resumption of work following limited duration layoff. The County Payroll will deduct up to ten (10%) of gross wages per pay period, until paid in full.~~

Unpaid wages due when the school-break limited duration summer layoff begins shall be made in the ordinary course in the employee's bi-monthly paycheck, and is subject to required/authorized tax withholdings and deductions, as allowed under OAR 839-001-0420 (6). (For example, school based employees that begin the limited duration summer layoff on or before June 15, will have the hours that they worked between June 1 and June 15 paid on the June 30 paycheck.)

5. Addendum J, Section I.Q.1.

Q. Lateral Transfers for DCHS Health Department Employees

1. This subsection applies to all school-based positions within the **Health** Department **of County Human Services** that are classified as Mental Health Consultants. The provisions of Article 22 shall apply except as follows:...

This represents the complete **revised supplemental** agreement of the parties.


Agreed to this 2nd day of June, 2016.

For the County:



Jeff Heinrich
Labor Relations Manager

For the Union:



Eben Pullman
AFSCME Council Representative

