

Memorandum Of Agreement (Holidays - Indigenous Peoples Day)

I. Parties to the Agreement

The parties to this Memorandum of Agreement (“MoA”) are Multnomah County, Oregon, (“County”) and Multnomah County Deputy Sheriff’s Association (“Association” or “DSA”).

II. Background

- A. The County and DSA are parties to a collective bargaining agreement effective through June 30, 2026.
- B. The County wishes to extend a personal holiday to DSA represented employees in recognition of Indigenous Peoples Day.
- C. The parties agree as follows.

III. Agreement

- 1. The County will add a personal holiday to DSA represented employee banks on November 16, 2023.
- 2. The parties agree to modify Article 7 of the collective bargaining agreement as follows:

ARTICLE 7 HOLIDAYS

A. Holidays and Holiday Pay

- 1. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with ~~twelve~~ **thirteen (12 13)** personal holidays per year at the commencement of each

fiscal year, and the employee shall receive one (1) day's (eight (8) hours for those on a 5-8 schedule or ten (10) hours for those on a 4-10 schedule) pay at the straight time rate for each of the holidays selected on which they perform no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King Jr. to the people of the United States, ~~and~~ another is for Juneteenth, **and another is for Indigenous Peoples Day**. An employee hired subsequent to July 1 of a fiscal year shall be credited with one **and eighty-three hundredths (1.083)** personal holidays equivalent to an employee's regularly scheduled shift for each full month remaining in the fiscal year. For example if an employee is hired in January and they are regularly scheduled to work 8 hours per shift, the employee shall receive ~~40~~ **43.32** hours for the remainder of the fiscal year (one **and eighty-three hundredths (1.083)** personal holidays for each full month remaining [February through June] in the fiscal year at the rate of eight (8) hours per day.)

2. If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate. With approval of Lieutenant or above, Christmas Day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for, or works on December 25 at the employee's straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade.

3. The Sheriff may, upon ten (10) calendar days' notice, however, declare New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day (or alternate religious holiday) to be a holiday for all or certain non-patrol personnel.

B. Taking of Holidays

Employees shall be allowed to use the personal holidays consecutively and/or in conjunction with regularly scheduled vacations.

Consistent with the needs of the Sheriff's Office, as reasonably determined by

the Sheriff or their designee(s), an employee shall be granted a personal holiday upon fifteen (15) calendar days' notice or upon mutual agreement. Upon demand by the employee or the Association, the Sheriff's Office will provide in writing the reason(s) for any denial of such request within three (3) working days.

C. Unused Holidays

1. Personal holidays do not accrue on the same basis as vacations. Effective July 1, 2000, personal holidays, which have not been used by June 30 of the fiscal year, shall be forfeited except that the employee may carry over into the next fiscal year up to six (6) unused personal holidays. However, in no event may an employee's beginning holiday balance exceed ~~eighteen (18)~~ **nineteen (19)** personal holidays as of July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

2. In no event shall an employee be paid for unused personal holidays at the time of termination.

D. Court Holidays

Employees who are assigned to units, which observe court holidays shall be allowed to work in other assignments on the court holiday, provided they have notified the County at least thirty (30) calendar days in advance of their intention to work on the holiday. It shall be the County's responsibility to assign the work, consistent with the employee's normal hours of work.

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3. The parties will integrate this MoA into their successor collective bargaining agreement.

AGREED to this 30th day of October, 2023.

For the Union:

For the County:

Maureen Weber

Matt Ferguson, President
DSA

Maureen Weber, Labor Relations Manager
Multnomah County