

Memorandum of Agreement

MCPAA Annual Leave Payoff

Recitals:

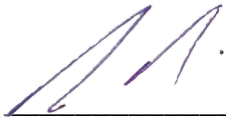
- (1) The Multnomah County District Attorney (MCDA) and the Multnomah County Prosecuting Attorney's Association (MCPAA) are parties to a Collective Bargaining Agreement (CBA).
- (2) As written, CBA Article 7(B)(1)(d) specifies that after 1040 hours of County service, employees are eligible to be paid a maximum of 120 hours for accrued vacation time if the employee separates from service.
- (3) The parties recognize that the practice of the County has been to provide a more generous payoff amount of the full accrued balance of an employee's vacation time upon separation from service.
- (4) The parties recognize that this practice is consistent with County policy on paying off the accrued balance upon separation from service (i.e. County Policy 4-30-010(F)).
- (5) The parties wish to bring the text of the CBA into alignment with County policy and current practice.

Now therefore,

- (1) The parties agree to the following change to the CBA in Article 7(B)(1)(d):

~~“After one thousand and forty (1,040) hours of County service, unused~~
Unused accrued earned vacation time shall be paid to the employee at their regular rate of pay at the time of separation from service up to the maximum allowable in Article 7(B)(1)(a). ~~provided that the maximum payoff shall be one hundred and twenty (120) hours except for vacation accrued and available prior to the implementation of the entitlement program and still unused at the time of the employee's termination.”~~
- (2) The parties agree this change reflects the status quo practice between the parties and mutually intend on incorporating this language during successor CBA bargaining.

Signed:

Handwritten signature of Ryan Lufkin in blue ink, consisting of stylized initials 'R.L.' followed by a horizontal line.

Ryan Lufkin
Attorney for MCPAA

Handwritten signature of Matt Davies in black ink, written in a cursive style.

Matt Davies
Multnomah County

August 22, 2023