

## MEMORANDUM OF AGREEMENT

### **I. Parties to the Agreement**

The parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah County, Oregon (hereinafter "County") and Oregon Nurses Association (hereinafter "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 "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 (15<sup>th</sup>) day of the calendar month in which the employee begins limited duration summer layoff. If such work day falls after the fifteenth (15<sup>th</sup>) 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 16<sup>th</sup>, so that the limited duration summer layoff begins on June 17<sup>th</sup>. Additionally, the County has allowed interested School Based employees to work during July, so that coverage continues through August.
- 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. 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 the agreement by both parties, Article 13 of the parties 2015-2018 collective bargaining agreement is modified as follows:

1. Article 13, Section 6.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 (~~7~~14) 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 Health 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.

2. Article 13, Section 6.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 health may request payoff of some or all of his or her accumulated vacation. Such request shall be made in writing to the School Based Health Manager, the Department's ~~payroll~~ Human Resources Manager and Payroll ~~Supervisor~~ Manager of the Department of ~~Support Services~~ 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.

3. Article 13, Section 6.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 15: Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.) Employees will be treated as a regular employee for purposes of receiving health benefits per Article 10 provided they work a minimum sixteen (16) hours (prorated based on the FTE equivalent) from July 16 through July 31. 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.)

This represents the complete agreement of the parties.

Agreed to this May 2 / 2014 day of April, 2016.

For the County:

James J. Opoka  
James J. Opoka  
Labor Relations Manager

For the Union:

Rob Nosse  
Rob Nosse  
ONA LR Representative