

MEMORANDUM OF UNDERSTANDING & EXCEPTION

Schedule Flexibility During COVID-19 Pandemic

I. Parties

THIS Memorandum of Understanding & Exception ("MoU/MoE") is made by and between Multnomah County (hereinafter referred to as the "County") and the Multnomah County Employees, Local 88, American Federation of State, County and Municipal Employees (hereinafter referred to as "AFSCME").

II. Background

- A. WHEREAS, the County and AFSCME have entered into a Collective Bargaining Agreement effective July 1, 2020, through June 30, 2021 (hereinafter referred to as the "Parties' CBA"), and
- B. WHEREAS, Article 13.III.A.1. of the Parties' CBA requires that employees working 5x8 schedules have five consecutive workdays and two consecutive rest days, and employees working 4x10 and 9-80 schedules have no fewer than four consecutive days and two consecutive rest days, and
- C. WHEREAS, Article 13.III.A.2. of the Parties' CBA requires that employees working less than forty (40) hours per week have no fewer than two consecutive rest days, and
- D. WHEREAS, Article 13.V.A. and B. of the Parties' CBA provide for bilaterally approved departure from the aforementioned terms of Article 13, and
- E. WHEREAS, Article 14.V. of the Parties' CBA requires the County to pay Shift Differential Premiums for eligible employees working Swing, Graveyard, and Relief shifts, and
- F. WHEREAS, unit member employees may like the option to request schedules that depart from the provisions of Article 13.III.A. and B., but the County will not pay premium for employees working shifts that technically qualify for premium but are the result of an employee-initiated Flexible Schedule under Article 13.V.A. and B,

NOW, therefore, the parties mutually agree as follows:

III. Terms of Agreement

1. **Flexible Schedules:** The parties mutually understand that the provisions of Article 13.V.A. and B. of the Parties' CBA allows for departure from the shift and workweek continuity provisions of Article 13.III.A.1. and 2. of the Parties' CBA.

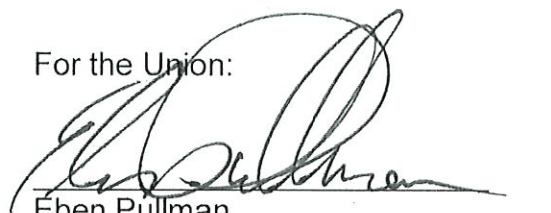
2. **Telework & Assigned Location/Field Work:** The parties mutually understand that the provisions of the parties' CBA do not prohibit schedules that include both Telework and Assigned Location/Fieldwork on the same day.
3. **Holiday Accrual:** Employees shall continue to accrue holiday pay under Article 7.I.B. at the rate that their management-determined schedule dictated prior to establishment of a Flexible Schedule under Article 13.V.A. and B.
4. **Overtime:** The parties mutually agree to an exception to the provisions of Article 14.IV.A.1. and 2. of the Parties' CBA, insofar as the County will not be required to pay Daily Overtime Premium to employees with otherwise-qualifying schedules where the shifts and work weeks are the result of the employee's request for a Flexible Schedule under Article 13.V.A. and B., except where the employee qualifies for said overtime beyond the set times of their revised Flexible Schedule. If the parties mutually agree to a schedule with two (2) non-consecutive days off, then the employee's first day of rest shall be their first scheduled day of rest in their FLSA (Fair Labor Standards Act) work week, unless otherwise specified in the written Flexible Schedule agreement.
5. **Shift Differential:** The parties mutually agree to an exception to the provisions of Article 14.V. of the Parties' CBA, insofar as the County will not be required to pay Shift Differential Premium to employees with otherwise-qualifying schedules where the shifts and work weeks are the result of the employee's request for a Flexible Schedule under Article 13.V.A. and B.
6. The waivers set out in Paragraphs 4 and 5 above shall not apply to any schedule change that is not requested in writing by the employee and approved by the County and the Union. Schedule changes initiated by a supervisor or manager will otherwise comply with the Parties' CBA.
7. A flexible schedule approved pursuant to Article 13.V.A. and B. may be rescinded by either the employee or the County with ten (10) days written notice to the other, at the expiration of which notice period the employee will be returned to the schedule they were last assigned prior to entering into the Flexible Schedule arrangement. The length of advance written notice and the return of the employee to their prior schedule may be altered on mutual agreement.
8. All other provisions of the Parties' CBA shall remain unchanged as a result of this agreement.

Agreed to this 29th day of September, 2020.

For the County:


Steven E. Herron
Labor Relations Director

For the Union:


Eben Pullman
AFSCME 75 Council Representative