

Memorandum of Exception

I. Parties

The parties to this Memorandum of Exception (hereinafter "MOE") are Multnomah County, Oregon (hereinafter "County") and Multnomah County Employees Union, AFSCME, Local 88, AFL-CIO (hereinafter "Union").

II. Background

WHEREAS, the County continues to face difficult financial times that have resulted in the layoff of employees and reduction in County services; and

WHEREAS, the County may be forced to lay off employees and/or reduce County services during the next fiscal year; and

WHEREAS, some employees are willing to voluntarily work reduced hours and/or take furloughs (leave without pay) as a method to help the County save jobs and/or service programs; and

WHEREAS, the parties current collective agreement contains requirements that prevent employees from participating in a program that allows the use of leave without pay without exhausting accrued vacation, saved holiday and compensatory time;

NOW, therefore, the parties mutually agree to create a special furlough program as follows:

III. Procedure

Employees covered by the Union agreement wishing to participate in a special furlough program for the period ending June 30, 2011, should notify their supervisor in writing that they wish to participate. Requests must outline employee preference, such as reduced hours or leave without pay. Employees making the request to participate in the program will be considered on a first come-first served basis.

Employees wishing to participate in the furlough program outlined in this MOE may do so subject to the written approval from their supervisor. Furlough requests will be granted or denied, on a case by case basis, in part or in full, based on business and staffing needs, but in any case require the written approval of an employee's supervisor. Furlough time will not be granted when overtime or temporary employees would be required in order to cover the employee's absence.

An employee volunteering to participate in the furlough program outlined in this MOE must take a minimum of time off that is equivalent to an employee's normally scheduled work week, except where three working days are allowed as provided in Article 21.III.E.10 of the

Local 88 Agreement. Employees requesting to take time off in excess of one work week shall be limited to blocks of 29 calendar days, which is required to maintain health benefits for employees per Article 11, otherwise there is no limit for the fiscal year.

IV. Terms of Exception

The following provisions of the parties' 2007-2011 agreement are waived or modified for employees volunteering in the special furlough program.

- a) Employees able to reduce their working hours from full time to part time shall not be restricted by any seniority provisions of the contract, except for seniority order.
- b) Employees granted time off shall be allowed to do so with Article 9, Section II.C, Sequencing of Leaves, requirement waived, allowing employees to take a furlough and maintain vacation leave, sick leave, saved holiday time or compensatory time on the books.
- c) Employees who are granted furlough time off shall be eligible for holiday pay if they are in pay status on the employee's scheduled workday before or the employee's scheduled workday after the holiday. This is a modification to Article 7.1.A.12.
- d) Furlough time may not be used for sick leave purposes. Employees whose absence is covered under sick leave, OFLA, or FMLA provisions must use leave in accordance with those rules and applicable contract language.

Except for agreed upon exceptions outlined above, all other terms and condition of the Local 88 agreement shall remain in full force and effect.

The terms of this MOE shall not be construed as setting a precedent. This MOE may be terminated prior to its expiration date by either party with 30 days notice.

Any dispute over the meaning, interpretation or application of this MOE shall be resolved through the grievance procedure set forth in Article 18 of the Local 88 agreement.

Done this day, January 14, 2010.

For the County:



Carol Brown
Senior Labor Relations Manager

For the Union:



Valerie Andreas
Council Representative