

# MEMORANDUM OF AGREEMENT

## DRAFT

### I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereinafter referred to as the “MOA”) are Multnomah County, Oregon, (hereinafter referred to as the “County”), and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (hereinafter referred to as the “Union”).

### II. Background

WHEREAS, the COVID-19 pandemic has created physical distancing requirements and budget reductions that will impact programs and operations in Fiscal Year FY21; and

WHEREAS, it is anticipated that the physical distancing requirements and budget reductions may result in potential layoff of employees; and

WHEREAS, in order to save employees from layoff, the County has developed a Voluntary Retirement Program that will offer a financial incentive to AFSCME employees eligible to retire under PERS/OPSRP;

NOW, therefore the County and AFSCME do agree as follows:

### III. Agreement

1. The parties agree that employees may apply to participate in the County’s FY21 Voluntary Retirement Program. Eligible employees are defined as those employees who:

- a. Meet the minimum eligibility requirements for PERS/OPSRP service retirement on a date established during FY21.
- b. Hold a regular status position.
- c. Are approved to participate by their department.
- d. Agree to resign on a date established during FY21.
- e. Agree not to apply or accept employment in any capacity with the County for 12 months following acceptance of their resignation date.

2. Approval of employees to participate in the FY21 Voluntary Retirement Program shall be based on the County’s business needs as determined solely by management and not be subject to the parties’ grievance procedure. Approval will not be arbitrarily or capriciously

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denied, however, denial shall be subject to review by a member of the Multnomah County Labor Relations Unit.

3. Employees will receive notice of whether or not their application was accepted. If more eligible candidates apply than there is funding to approve, selection of applicants who are approved to participate will be based on first come, first serve in their classification. If the number of employees that can be approved decreases after selection, approval will be revoked in reverse order of seniority.

4. Employees who participate will be eligible to receive a lump sum payment from the County equal to twelve (12) times the Total Monthly Premium cost of their active employee current medical (not dental) plan based on enrollment tier (single, two-party or family) on the date the employee's application is received by the Benefits Office. The lump sum payment for employees who have Opt-Out of medical coverage will be equal to twelve (12) times the amount of their current monthly Opt-Out reimbursement.

5. Any dispute pertaining to an applicant's payment receipt shall be subject to the parties' grievance procedure beginning at Step 3.

Agreed to this date, the 6th day of July, 2020.

For the Union:

For the County:

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*Celeste N Jones*

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Celeste Jones  
Council Representative

*Shelly Kent*

Shelly Kent  
Labor Relations Manager