

Memorandum of Understanding (MOU)

By and Between
Washington County (County)

And
Washington County Police Officers' Association (WCPOA)

Recitals:

WHEREAS the County and WCPOA are Parties to two (2) collective bargaining agreements (CBAs) currently in effect through June 30, 2025 for employees represented by the WCPOA; and

WHEREAS, in 2019 the Oregon Legislative Assembly passed HB 2005, the Paid Family Medical Leave Act (Act), which established a paid family and medical insurance program for employees in Oregon; and

WHEREAS, the Act creates a family and medical leave insurance program to provide compensation for time off work to eligible employees, self-employed individuals, and employees of tribal governments, all of which are defined in the Act. The Act provides for contributions by employers and employees as a percentage of wages deducted from payroll; and

WHEREAS, the State of Oregon has currently delayed the implementation of the Act until September 2023 and the program has been rebranded as Paid Leave Oregon (PLO); and

WHEREAS, this MOU serves to memorialize the Parties' impact bargaining stemming from passage of HB 2005 (2019) and the implementation of PLO by the State of Oregon.

NOW THEREFORE, the Parties agree as follows:

Agreement

1. Effective retroactive to January 1, 2023, employees shall contribute the employees' portion of the contribution to PLO in the amount of six tenths (60%) of the total one percent (1.00%) required contribution rate as determined by the Oregon Employment Department (OED).
2. Effective retroactive to January 1, 2023, the County will contribute four tenths (40%) of the total one percent (1.00%) required contribution rate as determined by the OED.
3. Should the percentage contribution rates set forth in number 1 and 2 above be modified by the State or State agencies (e.g., through legislation or statutory changes) in the future, the Parties agree to reopen this MOU for further bargaining. For bargaining timeline purposes, the Parties will follow PECBA's expedited bargaining process under ORS 243.698.
4. Employees will be allowed to use their accrued County leave to supplement their PLO benefit upon application for PLO benefits. An employee choosing to supplement their PLO leave with accrued County leave will be required to provide the County with a copy of their state of Oregon PLO gross benefit amount statement, as provided to the employee by the OED PLO program.

The County will calculate the needed accrual use balance to make the employee whole based upon the County gross wages of the employee.

5. With regard to supplementing their PLO benefit, an employee will have the option to designate the order of leave accruals to be used in order to attain 100% of the employee's County gross wages. The employee must provide the designation of the order of leave accruals, in writing, to the County. If the employee does not designate a specific order for leave accrual use, the County will use and deplete an employee's accrued leave(s) in the following order: sick leave, MAPPS, holiday leave or (ILH), vacation leave, and comp time. If the employee designates a specific order of leave, the County will use that order for the remainder of the leave, or until the employee provides timely written notice (prior to the end of the pay period) requesting to change the order and/or number of hours used.

6. The County will not require that employees exhaust their accrual banks, nor will the County require that employees use any of their accrued leave before using PLO leave.

7. Effective, September 3, 2023, the County will use a rolling forward calendar year when calculating available protected leave for the employee. To effectuate the implementation of this new "rolling forward calendar year" for protected leave, all protected status leaves will be reset and begin anew on September 3, 2023.

8. Use of PLO benefits will begin upon the date after notification from the state of Oregon that PLO benefits are available for use by employees. The County will require that employees follow the PLO notification rules as outlined by the State, providing written thirty (30) calendar days' notice before commencing a period of known family, medical, or safe leave, and providing oral notice within twenty-four (24) hours before the commencement of an emergency period of family, medical, or safe leave, and providing written notice within three (3) calendar days after the commencement of the emergency leave.

9. The County will require that an employee who provides notice for PLO leave disclose whether that leave is for a family, medical, or safe leave purpose. If the PLO leave is for a family member, the County will also require that the employee disclose which family member the leave is for. The County will not require that the employee disclose confidential information, or any other specific information related to why or what the PLO leave is needed for except to determine whether other local, state, and federal leave protections must run concurrently.

10. Upon the receipt of written authorization from the employee, or when there is an issue that is the subject of a WCPOA grievance, possible WCPOA grievance, and/or WCPOA bargaining issue, the County will provide WCPOA's legal counsel all employee PLO information, related to the WCPOA grievance, possible WCPOA grievance, and/or WCPOA bargaining issue, in the possession of the County. The County acknowledges that WCPOA's legal counsel is HIPAA compliant, and that PLO information transmitted from the County to WCPOA's legal counsel will be held and used in compliance with HIPAA and other applicable privacy laws. WCPOA shall defend, save, hold harmless and indemnify the County including its elected officials, agents, officers, and employees, from and against all claims, suits, actions, losses, damages,

liabilities, costs, and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of or relating to a disclosure or use of confidential information by WCPOA in breach of this MOU.

11. The County will run PLO leave concurrent with the other protected leaves as required by State and federal law.

12. The County will allow for employees to take PLO leave in single days or by weeks or intermittently as required by State law.

13. The Parties agree that the employees do not lose any of their seniority accrued before the date on which their PLO leave commences as required under ORS 657B.060(3). The Parties also agree that when an employee is on PLO leave, that period of PLO leave will count towards seniority accrual consistent with the current CBA.

14. The Parties agree that the employees do not lose any of their health benefits accrued before the date on which their PLO leave commences as required under ORS 657B.060(3). The Parties also agree that an employee on PLO leave will maintain their existing "health benefits" in accordance with the current CBA until the employee's PLO leave ends. Employees on an unprotected, unpaid leave of absence may not be eligible for the County's standard benefits package.

15. The Parties understand that PLO legislation and OARs related to PLO are not finalized yet. Therefore, the Parties agree to engage in further bargaining and reopen this MOU, if necessary, to discuss mandatory subjects of bargaining and impact bargaining regarding PLO. For bargaining timeline purposes, the Parties will follow PECBA's expedited bargaining process under ORS 243.698.

16. The County represents that it will not be offering any economic offset to WCPOA, other bargaining units, or unrepresented employees with regard to the employee's required share under Paid Leave Oregon. The County agrees that if in the future the County does offer or agree to any economic offset with regard to the employee's required share under Paid Leave Oregon, the County will provide WCPOA a copy of any such offer and/or agreement and this MOU will automatically be reopened for bargaining.

17. This MOU represents the entire agreement between the Parties. The Parties agree they are not relying on any promises or representations other than what is stated in this MOU.

18. Any amendments to this MOU must be in writing, signed by authorized representatives of the Parties, and must specifically state that it was intended to amend this MOU.

19. This MOU expires upon execution of the next successor CBA unless otherwise terminated early or extended by mutual written agreement signed by both Parties.

The Parties acknowledge their agreement with the terms of this MOU by signing below.

Patrick
Garrett

Digitally signed by Patrick
Garrett
Date: 2023.08.20 14:33:50
-07'00'

Pat Garrett, Sheriff

Date _____



Patrick Altieri, WCPOA President

Date 8/22/23

Erin Calvert

Digitally signed by Erin
Calvert
Date: 2023.08.21 12:29:13
-07'00'

Erin Calvert, Asst. County Administrator

Date _____

Approved as to Form

Mark J. Makler

Mark J. Makler (Aug 21, 2023 14:01 PDT)

Mark Makler, WCPOA Counsel

Date _____

Approved as to Form

Adriana Ortega
County Counsel

Date 8/24/23