## REVIIEWED

nam

## LEGAL COUNSG Memorandum of Understanding Between Deschutes County and

 The American Federation of State, County and Municipal Employees Local 3997 -- Recognition of Paid Juneteenth Holiday -Document Number: 2022-352Deschutes County, hereinafter referred to as "the County," and the American Federation of State, County, and Municipal Employees, Local 3997, hereinafter referred to as "AFSCME," agree to the following modification of Section A. of the Memorandum of Understanding AGREEMENT REGARDING DESCHUTES COUNTY STABILIZATION CENTER EMPLOYEES between the County and AFSCME (Document \#DC-2021-898), dated November 30, 2021, hereinafter referred to as "DCSC MOU", effective immediately upon execution of this Memorandum of Understanding ("Juneteenth MOU"):

Section A., Part 4., Items a. and b. will be amended as follows (amendments in bold italics):
a. Employees will accrue 8.67 hours per month for personal time off in lieu of holidays. All part time employees (half time or more) shall accrue on a prorated basis.
i. No payment in lieu of holiday time off shall be made in the event an employee passes away, resigns, or is discharged from employment within the initial six months of employment. After the first six months of employment, employees are entitled to payment of accrued personal time off in lieu of holidays, prorated through any portion of the last pay period.
b. Upon application, which can be made no more than twice per fiscal year, a Deschutes County Stabilization Center employee may be paid for up to 48 hours per fiscal year for personal time accrued under Section A. Up to 104 hours of personal time may be carried from fiscal year to fiscal year. Employees who have accrued more than 104 hours of personal (holiday) time as of July 1 of each fiscal year will forfeit any time above the 104 -hour limit.

Any dispute concerning this agreement will be resolved under the terms of Article 7 - Grievance Procedure, of the CBA.

Except as specifically modified by this Juneteenth MOU, all terms and conditions of the CBA shall remain in full force and effect. To the extent any of the terms of this Juneteenth MOU conflict with those in the CBA or the DCSC MOU, the terms and conditions of this Juneteenth MOU shall prevail for so long as it is in effect.

Agreed to on this 7 th day of April 2022

## SIGNATURES

AFSCME Local 3997: Deschutes County:


