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LEGAL COUNSEL

**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: 2022-351**

Deschutes 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 Article 17 of the Collective Bargaining Agreement between the County and AFSCME, dated November 10, 2022 ("CBA"), effective immediately upon execution of this Memorandum of Understanding ("MOU"):

ARTICLE 17 - HOLIDAYS, Section 1 will be amended as follows (amendment in bold italics):

Section 1

The following shall be recognized as paid holidays:

- | | |
|--------------------------|--------------------------|
| New Year's Day | Labor Day |
| President's Day | Veteran's Day |
| Martin Luther King's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| <i>Juneteenth</i> | One (1) Floating Holiday |
| Independence Day | |

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be a holiday. If an employee works on the actual holiday that falls on a Saturday or Sunday, that day would be the employee's holiday and they will be paid in accordance with Article 17, Section 3 for that day only. In no event shall an employee receive holiday pay for both the observed and actual holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay, employees must work their entire, normal workdays before and after the holiday or be on authorized leave of absence with pay.

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 MOU, all terms and conditions of the CBA shall remain in full force and effect. To the extent any of the terms of this MOU conflict with those in the CBA, the terms and conditions of this 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:

BY:

Brenda Johnson
Signature
Brenda Johnson
AFSCME Council Representative

BY:

Nick Lelack
Signature
Nick Lelack
County Administrator