

THIS Memorandum of Understanding (“MOU”) is made by and between the City of Klamath Falls (hereinafter referred to as the “City”) and City of Klamath Falls, Local 2451, American Federation of State, County, and Municipal Employees (hereinafter referred to as “AFSCME”).

#### RECITALS

- A. WHEREAS the City and AFSCME entered into a Collective Bargaining Agreement extension effective July 1, 2023 through June 30, 2027 (hereinafter referred to as the 2023-2027 CBA);
- B. WHEREAS AFSCME requests clarification concerning the exchange process referenced in Section 16.6 of the 2023-2027 CBA;
- C. WHEREAS above mentioned process will cover seniority process, optional break request, week exchange, and less than a week assignment.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### **16.6 Standby Pay**

When assigned to standby duty by their Department Head or designated management representative, an employee shall be paid two (2) hours straight time pay for standing-by within each twenty-four (24) hour period so assigned. If they are called in for work, the employee shall be paid per the call-back requirements in Article 16.5 in addition to the standard standby pay. The employee shall have the option of taking this time as pay or as accrued compensatory time. The division manager, in accordance with the needs of the division, shall determine the method of standby job assignment.

Employees assigned standby job duty shall keep themselves available to report within 40 minutes, unless approved by the supervisor. An employee assigned to standby job duty who fails to comply with the availability condition specified above shall not receive standby pay for that period and may receive disciplinary action.

- A) **One full standby job assignment exchange request.** Upon written approval by the Department Head or their designated managerial representative, employees may exchange their standby job assignments. This may occur when the exchange does not interfere with the normal operation of the employees’ respective department or division, nor cause any additional undue financial burden to the City as a result of overtime pay.
- B) **Covering for less than a full job assignment period.** If an employee assigned standby duty is unable to complete such duty for the entire period assigned, that employee may seek coverage upon written approval by the Department Head or their designated managerial representative. The accepting employee shall not be required to exchange time with the requesting employee.

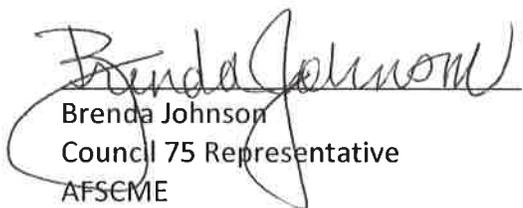
Standby job assignment change/exchange requests must be offered and made available to the most senior employee willing to accept the standby job assignment. Each separate request will start the seniority protocol over again. An employee who accepts a standby job assignment change/exchange request must fulfill that standby job assignment.

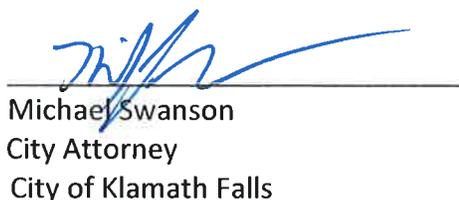
Acceptance of any requests must be communicated within fifteen (15) minutes of notification. If a senior employee is on leave, the next senior employee will be offered the job assignment change/exchange request.

If no employee voluntarily accepts standby duty as set out above, then the duty shall remain with the employee seeking a replacement unless the reason is for an unforeseen protected leave situation in which case the duty shall be assigned in order of reverse seniority. No person shall be assigned to cover such duty for consecutive weeks.

All other terms and conditions of the 2023-2027 CBA shall remain in effect.

This MOU will be in effect until a new CBA is negotiated.

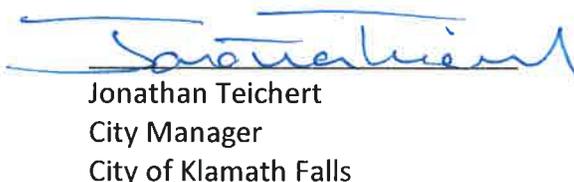
  
Brenda Johnson  
Council 75 Representative  
AFSCME

  
Michael Swanson  
City Attorney  
City of Klamath Falls

3/12/24  
Date

3/12/24  
Date

  
Joshua Mattos  
Local 2451 President  
AFSCME

  
Jonathan Teichert  
City Manager  
City of Klamath Falls

3/12/2024  
Date

3/12/24  
Date