

Memorandum of Agreement

(Addendum J School Based Employees)

I. The Parties

The Parties to this Memorandum of Agreement (MOA) are Multnomah County, Oregon (hereinafter "County") and AFSCME, Local 88, AFL-CIO (hereinafter "Union").

II. Background

During negotiation of the 2011-2014 collective bargaining agreement, the parties agreed to modifications to "Addendum J School Based Employees". The Union would like to further modify Addendum J to reflect its understanding and interest with respect to the annual summer layoff and its effect on class and county-wide seniority for school-based employees. The County would like to retain the description of the lateral transfer process for Mental Health Consultants in the Department of County Human Services (DCHS) in the school-based program, specified in the 2007-2011 agreement.

III. Terms of Agreement

1. Effective with the summer layoff 2012, Addendum J Section I.C. is amended as follows:

Bargaining unit members who are laid off may be called back as regular employees as provided in Section H. Summer Work/Effect of Refusal. Effective July 1, 2011, ten (10) month employees, upon recall, shall no longer realize a loss of countywide seniority due to the two (2) months annual layoff. Effective July 1, 2012, ten (10) month employees, upon recall, shall no longer realize a loss of countywide or class seniority due to the two (2) months annual layoff. ~~This shall only affect the calculation of their countywide seniority date.~~

2. Section Q. "Lateral Transfers for DCHS Employees" from Addendum J of the 2007-2011 agreement, is re-inserted into the current contract as follows:

1. This subsection applies to all school-based positions within the Department of County Human Services that are classified as Mental Health Consultants. The provisions of Article 22 shall apply except as follows:
2. Vacancies which occur during the school year may be filled by temporary or regular new appointments without regard to the Work Assignment process in Article 22. Such positions will be considered vacancies for purposes of the

annual transfer process. New employees assigned to those positions during the school year may be reassigned to other positions for the following school year, pursuant to the provisions of this Addendum.

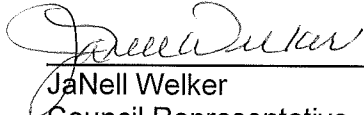
3. On an annual basis, a list of all vacancies, including those filled by new or temporary appointments during the school year, will be posted for ten (10) working days, with the first (1st) day of posting occurring on or about May 10 of each year. The posting will include the name of the person to contact, the deadline for consideration, and any other available, relevant information about each vacant position, including school and school district sites served, specific school needs as identified by school personnel, geographic locations of the assignment, etc. Eligibility for consideration will be limited to employees in the classification of Mental Health Consultant within the School Based Mental Health program.
4. Employees on the transfer list will also be considered for any vacancies which occur between the end of the May signup period but prior to August 1, provided they have given their summer contact information (email or regular mailing address) to management and respond to a notice of vacancy from management within five (5) working days of the date the notice is sent.
5. Employees who wish to transfer from their current assignment must submit their name and indicate which vacancies they wish to be considered for prior to the deadline specified in the posting.
6. Employees who wish to be considered for other vacancies which will result from this transfer process must also submit their names prior to the specified deadline, but are not required to specify which vacancies they are applying for.
7. Following the sign-up period, all vacancies, including those that result from the initial transfer of employees into posted vacancies, will be filled from the transfer list in accordance with Article 22.III.B and C. Employees not on the transfer list will not be considered for transfer.
8. Any vacancies not filled through the internal transfer process provided for in this Addendum will be posted within the designated work unit for lateral transfer. Any remaining vacancies at the conclusion of this process will be filled in accordance with the personnel rules for appointments, including but not limited to open competitive announcement.
9. Whenever management determines a need to change the assignments of a position in the School Based Mental Health Program, management will, whenever practical, provide an opportunity for input from affected staff prior to a final decision.

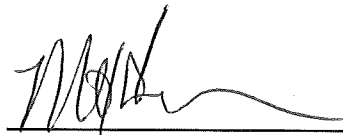
This represents the complete agreement of the parties to address the circumstances described in Section II of this agreement, and does not constitute a precedent for any similar situation in the future.

This Memorandum of Agreement will expire upon ratification of the successor labor contract.

Done this 24th day of October, 2012

For the Union:


JaNell Welker
Council Representative


Michael Hanna
President

For the County:


Chris Radzom
Labor Relations Manager

