

MEMORANDUM OF AGREEMENT

I. Parties

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

II. Background

Effective January 23, 2012, MCSO will implement a pilot program of sixteen (16)-hour days for two (2) Facility Security Officer (FSO) positions. The regularly scheduled hours of work for the positions will be two (2) days of sixteen (16) hours each and one (1) day of eight (8) hours. The sixteen (16) hour days will be scheduled for Saturdays and Sundays only and are considered a combination of two (2) eight (8) hour shifts. The three (3) work days shall be consecutive.

The establishment of this pilot program is permissible under the existing language of the current collective bargaining agreement (CBA), Article 13, Sec. V.A (Flexible Work Schedules).

III. Terms

1. FSOs who are regularly scheduled to work a sixteen (16) hour day may not work overtime on that day, in accordance with MCSO Special Order 04-19, issued November 20, 2004.
2. FSOs who work their regularly-scheduled sixteen (16) hour day shall be paid two and one-half (2 ½) times his or her regular rate of pay for all hours worked on any of the actual dates specified in Article 7 section I.A midnight to midnight, on those occasions when the holiday falls on a Saturday or Sunday.
3. When the holiday as specified in Article 7, Section 1.A falls on an FSO's regularly-scheduled sixteen (16) hour work day, the employee has the option of banking eight (8) hours of saved holiday leave.
4. Holiday observances for FSOs participating in this program will be in accordance with Art. 7, Sec. II.B. Payment for holiday observances will be in accordance with Art. 7, Sec III.A.
5. FSOs working their regularly-scheduled shifts established under this pilot program shall receive the relief shift premium for all hours worked on those shifts per Art. 14, Sec. V.A.1.c of the CBA.
6. For FSOs participating in this pilot program, work performed on the employee's scheduled second (2nd), third (3rd) and fourth (4th) days of rest will be paid at the rate of two (2) times the employee's regular rate of pay. However if an employee refuses to

work a full shift on the employee's first (1st) or second (2nd) scheduled day of rest, the employee will be paid at the rate of one-and-one-half (1 ½) times his or her normal rate.

7. This MOA shall be in effect until the next annual shift bid scheduled for January 2013. Notwithstanding, this MOA may be ended sooner by the County or the Union with thirty (30) days written notice to the other party, whereupon the schedules would revert back to a standard bid schedule and CBA language.

8. The County and the Union agree to meet to review this pilot program no later than January 30, 2013.

9. The County and Union agree that this MOA does not establish any precedent, custom or practice between the parties, nor shall it be used by either party in any other forum.

10. This MOA supersedes the MOA entered into by the parties on January 20, 2012.

Dated this 20 day of September, 2012


For the Union:


Bryan Lally
AFSCME Staff Representative

For the County:


Jeff Heinrich
Labor Relations Manager

For the Sheriff's Office:


Daniel Staton
Sheriff