

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 ^{Dec.} November 1, 2013, MCSO will implement a shift of sixteen (16)-hour days for one (1) Records Technician position. The regularly scheduled hours of work for the position 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 Mondays and Tuesdays 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 shift is permissible under the existing language of the current collective bargaining agreement (CBA), Article 13, Sec. V.A (Flexible Work Schedules).

III. Terms

1. The Records Technician who is 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. The Records Technician who works his or her 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 Monday or Tuesday.
3. When the holiday as specified in Article 7, Section 1.A falls on the Records Technician'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 the Records Technician on this shift 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. The Records Technician working his or her regularly-scheduled shifts established under this MOA 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 the Records Technician working the shift described in this MOA, 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 the 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 This MOA may be ended by the County with thirty (30) days written notice to the Union, whereupon the schedules would revert back to a standard bid schedule and CBA language.

8. 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.

Dated this 21 day of November, 2013

For the Union:



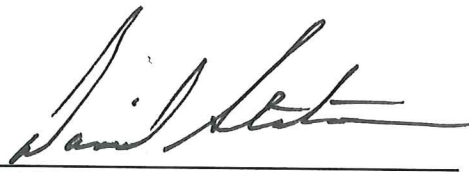
Bryan Lally
AFSCME Staff Representative

For the County:



Jeff Heinrich
Labor Relations Manager

For the Sheriff's Office:



Daniel Staton
Sheriff