

Memorandum of Agreement

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

A. Article 22 "Shift and Work Assignment" of the 2011-2014 collective bargaining agreement between the parties allows for the use of training or trainee positions.

B. Current language refers to Multnomah County Personnel Rule 5-30-030. Rule 5-30-030 provides additional detail regarding training programs.

C. The current contract language provides for training programs of 12 months. The County's Personnel Rule allows for training programs of up to 24 months. Some programs with difficult to fill positions require two years of experience.

D. For timeliness and administration of the recruitment process, consideration of department and county regular employees and external applicants may occur in one recruitment process, in that order, rather than conducting three separate postings and competitive processes.

The parties would like to update the description of training programs to support recruitment and employee development, and clarify the terms of the program.

III. Terms of Agreement

1. The following clarifications and changes will be made to Article 22 regarding Training Positions:

VI. Training Positions

A. Training Programs may be established when a position or specialty is difficult to fill; to develop knowledge, skills, or abilities for existing or new employees; or to aid in workforce and succession planning. The County may fill a vacancy with a trainee for up to twelve (12) months to develop knowledge, skills, or abilities for existing or new employees. When required to meet the minimum qualifications for a position, trainee appointments may be made for up to twenty-four (24) months. Training appointments in excess of ~~twelve (12)~~twenty-four (24) months require written consent of the Union prior to the appointment. Training positions will be governed by MC Personnel Rule 5-30-030, Training Programs.

B. Recruitment of Trainees

Applications for training positions will be considered in the following order within a recruitment process:

1. Regular employees within a Department.
2. Regular employees Countywide.
3. Open Competitive

C. Eligibility

Employees who have completed an initial probationary period in accordance with Article 2.X are eligible for training positions. Employees are not eligible for training positions if ~~they have~~:

1. ~~A current~~The most recent performance appraisal on file includes rated ratings at ~~less than satisfactory not meeting expectations/needs improvement on file~~.
2. ~~There is~~ Discipline at or above the written reprimand level within the last twenty-four (24) months.

D. Compensation

1. The wage rate for a trainee in a trainee program will be the equivalent of one (1) step or three percent (3%) below the minimum of the pay range for the budgeted position. Regular employees whose pay is at or above the minimum of the pay range for the budgeted position's classification will not have their pay reduced, but shall not receive a pay increase at the time of appointment.

2. Employees in a training program shall receive a one (1) step increase on the anniversary date of appointment to their training program in accordance with Article 15.II.B.

3. On successful completion of the training program, employees are eligible for a promotional increase as stated in subsection E.2.

E. Completion of Training Program

1. Upon successful completion of the training program and attainment of minimum qualifications, the ~~employee-trainee~~ will be promoted non-competitively as authorized by MCC 9.150 into the budgeted position's classification. The lateral transfer provisions outlined in Sections III and IV above will not apply in such cases.

2. Upon promotion to the budgeted position, the employee's pay will be governed by the promotional policy in Article 15.II.C. The trainee classification will be considered the base classification for purposes of determining the employee's pay rate following promotion.

3. Employees who are promoted after the completion of a training program will be subject to a promotional probationary period in accordance with the provisions of Article 2.XII.

4. If the promotional probationary period is not successfully completed, the employee will not have rights to return to the trainee classification. A regular employee will be returned to the classification held immediately prior to the training program as described in subsection F.

5. On successful completion of a training program, an employee will be credited class seniority for the time in the training program. Regular employees who do not successfully complete a training program will have class seniority credited to their prior classification.

F. Termination of the Training Program

The Department or employee may end the training assignment at any time with ten (10) day written notice to the other party and to the department from which the employee came. The decision to end the training assignment is not subject to the grievance procedure. ~~The~~A regular employee will be returned to his or her classification and salary held immediately prior to the training position. If there is no vacancy for which the employee is qualified in the classification held by the

employee immediately prior to the training program, the employee will be laid off in accordance with Article 21.


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, unless otherwise negotiated.

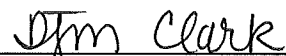
Done this 19th day of February, 2014

For the Union:

For the County:


JaNell Earley
Council Representative


Chris Radzom
Labor Relations Manager


Deirdre Mahoney-Clark
Local 88 President