

MEMORANDUM OF AGREEMENT

I. Parties

The parties to this Memorandum of Agreement (MOA) are Multnomah County, Oregon, hereinafter referred to as the County and Local 88, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

II. Background

In April of 2014 the Medical Examiner's Office and the Union approached the County, specifically Labor Relations with a request to allow employees the option of working an alternative work week schedule defined as three (3) twelve (12) shifts one week followed by three (3) twelve (12) shifts and one eight (8) hour shifts the next week, called a 3-12/3-12+8. This alternative schedule was the result of the Deputy Medical Examiners and Medical Examiners Officer management teams working together to find a schedule that addressed overtime concerns, reductions of late respond times and met the scheduling needs of the Deputy Medical Examiners.

On June 23, 2014 the parties entered into a Memorandum of Agreement that would allow employees to work the 3-12/3-12+8 shifts. The 3-12/3-12+8 shifts were implemented August 1, 2014 for four (4) employees. Shortly thereafter a dispute arose, when Labor Relations told the Union that the employees on 3-12/3-12+8 shifts were not eligible for relief shift premium because the 3-12/3-12+8 shifts were "like shift" and therefore didn't qualify for relief shift premium per Article 14, Section V. The Union and the employees who moved to the 3-12/3-12+8 shifts, were not aware that they would lose relief shift premium when they agreed to the June 23, 2014 Memorandum of Agreement. Recognizing that 3-12/3-12+8 shifts don't qualify for relief shift premium because they are "like shifts", the County and the Union agreed to amend the June 23, 2014 agreement and enter into this Memorandum of Agreement that deletes Section II.B.1 thereby making Deputy Medical Examiners eligible for shift premiums per Article 14, Section V retroactive and effective August 1, 2014.

NOW, therefore, the parties mutually agree as follows:

III. Terms of Agreement

Effective August 1, 2014, Addendum C pertaining to the Health Department, Section II – Office of the Medical Examiner is modified as follows:

II. Office of the Medical Examiner

A. Deputy Medical Examiners may be assigned **eight, ten, twelve** ~~or~~ sixteen (16) hour or **eight (8) hour** shifts, or any combination thereof, and such shifts need not be consecutive. Each shift shall have one (1) thirty (30) minute meal period which shall be considered as time worked. Employees are considered on-call during both meal periods and breaks, and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

B. Deputy Medical Examiners are:

1. Not Eligible for shift premiums as defined in Article 14, Section V with the addition that any Deputy Medical Examiner whose shifts begins between the hours of six (6) p.m. and five-fifty-nine (5:59) a.m. shall be eligible for graveyard differential. ~~, with the exception that those who are regularly assigned to a relief shift as defined in Article 14, "Section V.A.2." shall be entitled to receive a shift differential of one dollar (\$1.00) per hour for all hours worked.~~

2. Only eligible for overtime at the rate of time and one-half (1 ½) and only for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess of ten (10) for a ten hour schedule, in excess of twelve (12) for a twelve hour schedule, in excess of sixteen (16) for a sixteen (16) hour schedule, and for over forty (40) in a FLSA work week.

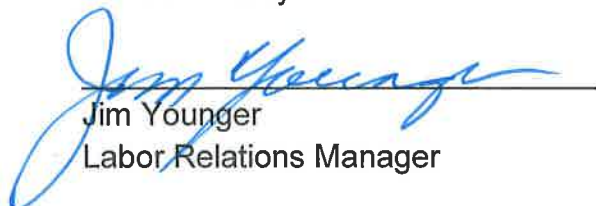
C. A Deputy Medical Examiner will be paid two and one half (2 ½) times his or her regular rate of pay for all hours worked on the dates specified in Article 7, "Section I.A" midnight to midnight, which shall be deemed the observed holiday for all Deputy Medical Examiners. Any employee who is not scheduled to work on an observed holiday shall be paid eight (8) hours of pay at his/her regular rate of pay in lieu of holiday leave.

D. Deputy Medical Examiners may trade shifts with the permission of the Lead Deputy Medical Examiner or assigned designee.

The parties agree that the revisions to Addendum C, Section II, shall be incorporated into the parties' successor labor contract.

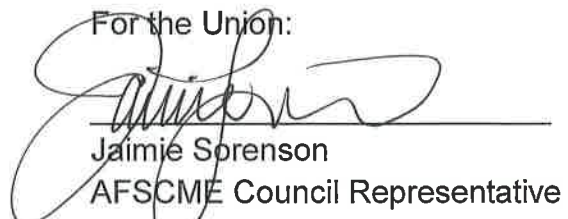
Executed this 18 day of November, 2014

For the County:




Jim Younger
Labor Relations Manager

For the Union:



Jaimie Sorenson
AFSCME Council Representative



Deirdre Mahoney-Clark
Local 88 President