

**MEMORANDUM OF AGREEMENT
(Modification to Article 14)**

**I.
Parties to the Agreement**

The parties to this Agreement 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**

The Local 88 2007-2011 contract reflects the joint understanding and agreement of the parties regarding the methods to be used to address compensation and classification issues for classifications covered by the bargaining unit. In March 2009, the parties mutually agreed that the system established by the contract was no longer effective or efficient, and entered into negotiations for the purpose of developing an alternative method for conducting and implementing market studies of Local 88 job classifications. This MOA sets forth the agreement of the parties on the process to be used for future market studies.

**III.
Terms of Agreement**

1. Article 14 of the Local 88 agreement is hereby amended as follows:

**ARTICLE 14
COMPENSATION**

I. Wage Adjustments

A. July 1, 2007

Effective July 1, 2007 the rates and ranges of employees covered by this Agreement shall be increased two and seven-tenths percent (2.7%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I., Wage Rates Effective July 1, 2007 which by this reference is incorporated herein.

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B. July 1, 2008

Effective July 1, 2008 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2006 to the second half of 2007 as reported in February 2008. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

C. July 1, 2009

Effective July 1, 2009 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2007 to the second half of 2008 as reported in February 2009. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

D. July 1, 2010

Effective July 1, 2010 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2008 to the second half of 2009 as reported in February 2010. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

E. Market Adjustments for Selected Classifications

There is a joint understanding by the parties that market forces continue to have a variable effect on the relative market standing of many of the classifications in the bargaining unit. The County and the Union recognize the need for a fair and equitable compensation system and therefore agree to review market data and negotiate compensation for selected classifications every two (2) years, beginning in calendar year 2010, using the process outlined below:

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1. The parties shall each appoint a negotiating team of up to five (5) representatives no later than April 1 of each even-numbered year. No later than July 1, the teams shall agree to a list of classifications to be reviewed for possible market adjustments. The parties will review a minimum of ten (10) classifications and a maximum of thirty (30) classifications, provided that the number of employees covered by the selected classifications shall not exceed fifteen percent (15%) of the total number of regular employees in the bargaining unit. Any classifications agreed to which are part of a series shall include all classifications in the series and each classification within the series shall count towards the total number of classifications to be reviewed.

2. If the parties are unable to reach agreement on the list of selected classifications by close of business July 1, and the total number of classifications proposed by the parties exceeds thirty (30) or the number of employees covered by the proposed classifications exceeds fifteen percent (15%) of the total number of regular employees in the bargaining unit, the parties shall meet on the next regularly scheduled business day following July 1 and alternately strike classifications until the number has been reduced to the specified limitations. Any strike of a classification that is part of a series shall constitute a strike of the entire series. The party having the first strike shall be determined by a coin toss.

3. Between July 1 and October 1 of each even-numbered year, the County will update the official class specifications for each job classification selected for study. The County will provide Local 88 with the final, updated class specifications no later than October 1. No changes will be made to the class specifications for the jobs selected for study between October 1 of each even-numbered year and June 30 of the following odd-numbered year.

4. Between October 1 of each even-numbered year and February 15 of the following odd-numbered year, the Union and Management

will conduct separate wage surveys of the classifications identified. Wage surveys shall be conducted by comparing wage midpoints of the agreed upon job classifications with other jurisdictions' job classifications' wage midpoints. Classifications will be deemed "comparable" when the focus and purpose of work are similar in nature; minimum qualifications require similar education, training and experience; and the majority of duties are similar to the duties described in the selected job classifications. Wage comparisons will be made with the same or other comparable job classifications of employers/jurisdictions in comparable communities. "Comparable" is generally limited to public sector jurisdictions within the Pacific Northwest region, but may also include other public sector jurisdictions in comparable communities outside the region. Any comparables from jurisdictions outside the Portland metropolitan area shall be adjusted for differences in cost of labor, using accepted compensation tools or practices. Any cost of living adjustments in comparable jurisdictions that are effective on or after January 1 of each odd-numbered year shall not be factored into the wage rates.

5. No later than March 1 of each odd-numbered year, the parties will meet and negotiate wages for the agreed upon classifications, using the information obtained from wage surveys. Negotiations will be subject to the provisions of ORS 243.712.

6. Negotiated Wage Changes

a. All negotiated wage changes will go into effect July 1 of each odd-numbered year.

b. Wage Increases

i. In classifications that are adjusted to a higher pay range as a result of a study, employees who would not otherwise receive an immediate step increase under the provisions outlined in Article 15.V, Pay Adjustments, shall receive the equivalent of a one-half (1/2) step

increase, equivalent to a one and one-half percent (1.5%) increase in base wages, effective on the date of the study implementation. The one and one-half percent (1.5%) increase provided for in this section will not be considered part of base wages for purposes of calculating any wage adjustment or wage premiums, including but not limited to lead pay, bilingual pay, or shift differential, except overtime pay as required by law.

ii. Eligible employees shall receive the remaining one-half (1/2) step increase at the time of his or her individual anniversary date, and the combined increases shall be considered the employee's step increase for that fiscal year. Beginning on the effective date of the step increase, the full step increase shall be treated as base wages for all purposes provided for in this contract, including wage premiums and wage adjustments.

iii. All other wage adjustments shall be implemented in accordance with the provisions of Article 15.V, Pay Adjustments.

c. In the event the employee's rate of pay exceeds the new recommended maximum pay rate as a result of market adjustment, he or she shall be paid in accordance with Article 15.V.3.

7. The language herein agreed to and identified as Article 14.E through Article 14.H shall not be subject to negotiations during calendar year 2011; however, either party may open the provisions of Article 14.E for negotiations in calendar year 2012 by providing written notice to the other party no later than February 1, 2012.

F. Reopener Provisions for Market Adjustments

It is the intent of the parties to negotiate market adjustments for selected classifications every two (2) years, with negotiations to begin no later than March 1 of each odd-numbered year. Any agreed upon wage adjustments shall be effective on July 1 of that odd-numbered year. In any

such odd-numbered year in which contract negotiations would not otherwise be open, the parties agree to a limited wage reopener for the purpose of determining market adjustments for selected classifications using the process outlined above.

G. Funding and Amount of Increase

The fund established in Article 14.X.B of the 2007-2011 Agreement between Local 88 and Multnomah County is hereby dissolved. Effective July 1, 2011 the County shall cover the full costs of implementation of any wage increases resulting from the negotiations provided for in Article 14.E.

H. Compensation Plan

1. The compensation plan for Local 88 classifications utilizes eight (8) steps, with a difference of three percent (3%) between each step in a pay grade, and a difference of three percent (3%) between each pay grade. This is commonly referred to as the "3X3" Comp Plan. Cost of Living Adjustments (COLA's) shall be implemented by adjusting each step in each pay grade by the agreed upon COLA percentage. If the result of applying the COLA for any step(s) in the pay plan yields a result that does not align with the 3X3 plan, then, subject to the mutual agreement of the parties, an additional adjustment may be made to maintain the uniformity and integrity of the 3x3 plan.

II. Pay Periods

Employees shall be paid on a twice a month basis. The pay periods shall be the first (1st) through the fifteenth (15th) of each month and the sixteenth (16th) through the end of each month. Employees will be paid on the fifteenth (15th) of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

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III. Work Outside of Regularly Scheduled Hours/Days

A. Reporting to Work After Hours/Scheduled Day Off

From time to time, it may be necessary to have employees work outside their regularly scheduled working hours or on a scheduled day off. In order to be respectful of an employee's schedules and activities outside of work, and to keep County costs down, every effort will be made to (a) give as much advance written notice as possible, (b) limit the employee's uncompensated break between the end of employee's shift and the callback assignment or between the callback assignment and the beginning of the employee's shift by scheduling as close to their regularly scheduled shifts as possible, and (c) allow for a continuous break of ten (10) or more hours between the end of one shift and the beginning of the next shift. None of the provisions in this section shall violate the provisions of "Article 14.IV" as they apply to part-time employees.

1. "Call Back" - Less Than Twenty-four (24) Hours Advance

Notice

a. Minimum Compensation

Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off—and there is less than twenty-four (24) hours advance verbal or written notice—shall be compensated for a minimum of four (4) hours—or time worked, whichever is greater—at the appropriate rate according to the provisions of "Article 14.IV". If applicable, the employee shall have the option of receiving overtime or compensatory time, or they may flex their time at a time approved by their supervisor. This minimum does not apply if (a) an employee elects to accept an overtime assignment prior to the end of their scheduled shift, or (b) the employee was on "Involuntary On-Call" status according to the provisions of "Article 14, Section IX".

b. Start of Period and Immediate Callback

If all of these conditions apply: (a) the employee's regularly scheduled shift has already ended and (b) they are required to report back

to work immediately (as soon as they can get there) and (c) they report to the work location within one (1) hour, the four (4) hour minimum period commences with the acceptance of the assignment and ends four (4) hours later; otherwise the four (4) hour minimum period commences at the time of reporting to the work location. (For example, if an employee's regularly scheduled shift ends at five (5:00) p.m. and they are contacted at midnight (12:00) a.m. that night and required to report back to work immediately and they report to the work location within the hour—before one (1:00) a.m.—the four (4) hour minimum period commences at midnight—with the acceptance of the assignment. If an employee's regularly scheduled shift ends at five (5:00) p.m. and they are required to report back to work the next morning at six (6:00) a.m., then the four (4) hour minimum period commences at six (6:00) a.m.—at the time of reporting to the work location).

2. “Schedule Change” or “Mandatory Meeting” - Greater Than or Equal to Twenty-four (24) Hours Advance Written Notice

a. Compensation

Any employee who is required to report to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off—and there is greater than or equal to twenty-four (24) hours and less than ten (10) calendar days advance written notice—shall be compensated for time worked at the appropriate rate according to the provisions of “Article 14.IV”. If there is greater than or equal to ten (10) calendar days advance notice, the employee shall be (a) compensated as above; or (b) notified in writing of the change to their regularly scheduled working hours.

b. Length of Break Between Shifts

In the event an employee is required to work additional hours between the end of their regularly scheduled shift and the beginning of their next regularly scheduled shift and the break is less than ten (10) hours, the County shall:

1. allow the employee to flex the beginning time of his/her regularly scheduled shift to allow for a ten (10) hour break, County needs permitting; or

2. compensate the employee at his/her regular scheduled rate of pay for the difference between ten (10) hours and the actual hours he/she is off between the end of work and the start of his/her shift. For example, if an employee's regular shift normally ends at ten (10:00) p.m., works until midnight (12:00 a.m.) and then is scheduled to begin work at eight (8:00) a.m., the break is only eight (8) hours, they would be compensated for an additional two (2) hours.

This compensation shall be in addition to his/her rate of pay for actual hours worked. This additional compensation only applies when there is greater than or equal to twenty-four (24) hours advance written notice.

B. Receiving Work Telephone Calls at Home

Any employee who is called at home or a location other than their job site for work related business during their off-duty time, and is not required to report to a work site, shall receive one (1) hour pay at the appropriate rate according to the provision of Section IV below. Multiple calls with less than twenty (20) minutes between the end of the first (1st) and beginning of the second (2nd) (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding work scheduling, messages left on voicemail or answering machines and/or worksite directions.

C. Off Duty Telephone/Computer Work at Home

Any employee directed to perform work from home outside of their regular scheduled hours, will receive one (1) hour pay or the length of work whichever is greater, at the appropriate rate according to the provision of Section IV below.

D. Cancelled Court Appearance on Day Off

When an employee is required to make a court appearance as a

result of their job on his/her regularly scheduled day off, and such court appearance is cancelled and the employee is not notified of the cancellation by or on the employee's last scheduled work day prior to the scheduled court appearance, then the employee shall receive two (2) hours pay according to the provisions of Section IV below even though the court appearance was cancelled.

IV. Overtime

A. Time and One-Half

Employees will be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for additional time worked as follows:

1. In excess of eight (8) hours in any work day for a five (5)-day, forty (40)-hour -a-week employee; or
2. In excess of ten (10) hours in any work day for a four (4)-day, forty (40)-hour -a-week employee; or
3. In excess of forty (40) hours in any FLSA work week.

B. Double Time

1. All work performed on an full-time employee's scheduled second (2nd) or third (3rd) day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first (1st) scheduled day of rest will be paid at the rate of one-and-one-half (1 ½) times his or her normal rate.

2. The applicable day of rest will be determined by the calendar day the person begins work and will remain in effect until (a) they leave work, or (b) their next regularly scheduled shift begins, whichever happens first. For example, if an employee starts work at ten (10:00) p.m. on their first (1st) day of rest and works until two (2:00) a.m. on the second (2nd) day of rest (and their next regularly scheduled shift has not begun during that entire time period), all the hours will be computed at one-and-one-half (1 ½) time. Work begun during the second or third day of rest will be computed at double time according to the provisions above.

3. Part-time employees who work in excess of forty-eight (48) hours in an employee's FLSA work week shall be compensated at the double rate for all such hours in excess of forty-eight (48) hours.

C. Overtime Administration

1. Computation of overtime - holidays and leaves

When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

2. Premium Pay in the Computation of Pay Rates

When computing the overtime rate or vacation or sick leave pay due an employee receiving premium pay, such premium pay must be included when the employee is regularly assigned to premium work.

3. Equal distribution of overtime work

Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit providing they have indicated in writing a desire to work overtime to their supervisor.

4. No discrimination

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall normally be voluntary except in cases where the public health, safety and welfare, or critical public interest may be at risk.

5. Discipline for unauthorized overtime

Employees working unauthorized overtime may be subject to discipline.

6. No suspending work to avoid overtime

Employees shall not be required to suspend work during regular hours to avoid overtime.

7. Compensatory time

Compensatory time may be accrued by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may with supervisory approval elect to accrue compensatory time off equal to the applicable overtime rate for each hour of overtime worked, provided:

a. The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.

b. Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.

c. In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.

d. Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13, "Section V.B"

V. Shift Differential

A. Payment of Shift Premiums

1. Hours and amounts

The County and the Union recognize that a work week may contain three (3) different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate to employees who are scheduled to work eight (8) or more hours in a work day:

a. Swing shift premium

An hourly premium of seventy-five cents (\$0.75) to employees for all hours worked on shifts beginning between the hours of twelve noon (12:00 p.m.) and six-fifty-nine (6:59) p.m.; or

b. Graveyard shift premium

An hourly premium of one dollar (\$1.00) to employees for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and

five-fifty-nine (5:59) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6:00) a.m.; or

c. Relief shift premium

An hourly premium of one dollar (\$1.00) to employees for all hours worked in the work week while assigned to a relief shift.

2. Definition of relief shift

A relief shift occurs when an employee's work week does not contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the provisions of Article 13, "Section I"; however, such employees must be given at least a twenty-four (24) hour notice of shift assignment.

B. Inclusion of Shift Differentials in Wages

1. Inclusion in overtime rate

When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.

2. Inclusion in sick and vacation pay

Shift differentials shall continue to apply to all hours paid including sick leave or vacation hours if they occur during the employee's normally scheduled shift.

3. Shift pay disallowed for voluntary single shift change

Employees are not entitled to shift differential pay for a single shift change that is done at the request of and for the benefit of the employee.

VI. Auto Allowance and Compensation

Auto allowance and compensation shall be paid pursuant to Addendum E.

VII. Deferred Compensation Plan

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

VIII. Overpayments and Payments in Violation of Contract

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Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

A. Unauthorized Overpayments

Any employee who receives payments to which he or she is not entitled, including but not limited to premium pay, shift differential, overtime pay, step increases, or any other salary, wage, or reimbursement which is not authorized by this contract or County Personnel Rules, and which the employee knew or reasonably should have known he or she was not entitled to receive, shall reimburse the county for the full amount of the overpayment.

B. Payments in Error

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for and the County shall only recover the overpayment for a period of one-hundred and eighty (180) days preceding the date of discovery of the error.

C. Repayment to the County

As soon as the overpayment is known, the County will make every effort to recover overpayments as specified in subsections A or B above, by payroll deduction over a reasonable period of time as determined by the County Human Resources Director.

D. Repayment to the Employee

When an error occurs which results in a negative impact on the employee, upon notification by the employee, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

IX. On-Call Pay

A. Voluntary On-Call

Employees on a regular work schedule may volunteer to be placed on on-call duty beyond their regularly scheduled work day or work week and may be

assigned an answering device for on-call purposes to avail themselves of the opportunity to receive additional pay. Any such employee on voluntary on-call status may refuse to report if called.

B. Involuntary On-call (FLSA Exempt)

Any employee determined by the Department Human Resources Manager to be FLSA exempt may be placed on involuntary on-call status. Any such employee shall be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on on-call status. Employees who are assigned on-call duty for less than eight (8) hours shall be allowed compensatory time off on a pro-rated basis at full hour increments.

An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this article. On-call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

C. Involuntary On-Call (FLSA Non-exempt)

Employees shall be paid one (1) hour of pay or compensatory time off subject to Section IV.C.7 at the regular straight time rate for each eight (8) hours of assigned on-call duty. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments.

An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

No employee is eligible for any premium pay compensation while on

on-call duty except as expressly stated in this article. On-call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

~~X. Market and Equity Adjustment Fund and Process~~

~~There is a joint understanding by the parties that market forces continue to have a variable effect on the relative market standing of many of the classifications in the bargaining unit. The County and the Union recognize the need for a fair and equitable compensation system, and as such, the parties agree to a classification and compensation system review of classifications through a joint labor/management committee.~~

~~A. Joint Labor Management Compensation Committee (the Class Comp Committee)~~

~~1. There shall be established a Joint Labor Management Compensation Committee to review mutually agreed upon classifications for the purpose of compensation adjustments; studies may also include classification reviews for the purpose of updating or revising existing class specifications, establishing new classifications, or abolishing existing classifications. The composition of this committee will include the following but may be supplemented or changed by mutual agreement:~~

~~a. County~~

~~Two representatives from Human Resources, one from Labor Relations and two departmental management representatives. The Chief Spokesperson for the County shall be designated by the Director of Human Resources.~~

~~b. Union~~

~~The Union Representative and four appointed bargaining unit employees.~~

~~2. The Compensation Committee shall be charged with:~~

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~~_____ a. Identifying and agreeing to a list of comparable employers which shall be used in the conduct of classification and compensation studies;~~

~~_____ b. Developing and approving procedures for the conduct of Compensation Committee meetings and business, including but not limited to the process for identifying classifications to be studied, the selection and training of advisory committee members, the processes for informing employees and supervisors of study results, and the procedures for final decisions and implementation of completed studies; and~~

~~_____ c. Identifying the job classifications to be studied each year.~~

~~_____ **3. Annual Classification/Compensation Studies**~~

~~_____ During the first and second quarters of the calendar year, the committee will identify job families or isolated classifications which would appear to be candidates for closer study based on such specifiable factors as recruitment data, internal alignment data or other factors as mutually agreed by the members of the committee. Based on the classifications identified by the committee to be reviewed, a formal salary survey and classification review will be conducted either by the County classification/compensation staff or by a consultant or vendor contracted by the County, on the classifications identified by the committee. An account of seventy-five thousand dollars (\$75,000) will be set aside each year to cover costs incurred by contracting reviews by a vendor. If there is a balance left at the end of the year, it will be carried over into the following year. An advisory team composed of managers, supervisors and represented employees who are subject matter experts in the job content of classifications under review shall be appointed for each approved study. The data resulting from this survey and the funding limitations provided by "Section B", below, will lead to a County recommendation for increases effective on the first day of the fiscal year in which the study is conducted, unless the parties mutually agree to a different effective date. The recommendations will be presented to the~~

~~Union as studies are completed. Unless mutually agreed between the County and Union, all salary range adjustment will be in recommended rates and ranges for the affected classifications based on the Local 88 Compensation Plan. The County Recommendation for approved studies will be implemented unless modified by mutual agreement during the Committee discussion, or unless the Union notifies the County in writing within thirty (30) days of a recommendation that the County Recommendation is rejected, in which case the Default Option cited in "Section C" below will be implemented.~~

~~_____~~ **B. Funding and Amount of Increase**

~~_____~~ The amount of funding available for each fiscal year shall be one-quarter of one percent (.25%) of the budgeted base for all positions allocated to this bargaining unit as calculated by the Budget Manager from the Adopted Fiscal Budget, except that Fiscal Year July 1, 2007 through June 30, 2008 funding will be zero. If there is a balance left over at the end of the fiscal year, it will be carried over into the following year.

~~_____~~ **C. Default Option**

~~_____~~ The Union and the County realize that the existing compensation arrangements are jointly owned as a product of a series of contracts that have been freely entered into. There is also a joint recognition that any process such as the above which is not, and cannot be, precisely specified in advance, must involve a concerted effort of discussion to be successful, and must be disciplined by a default option; therefore:

~~_____~~ If the County recommendations are rejected by the Union, the County will give the Union thirty (30) days to appeal the study results, based upon a substantive failure to comply with the mutually agreed upon guideline of the Labor Management Class Comp Committee. If the parties are unable to resolve the appeal, provisions of Article 15.VI.B will apply. If the County recommendations are rejected by the Union and there has been no substantive failure to comply with the mutually agreed upon guidelines, the County may implement the study's results at its

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own expense.

~~_____ In the event an employee's rate of pay exceeds the new recommended maximum pay rate as a result of a Classification/Compensation study, he or she will be paid in accordance with Article 15.V.~~

XI. Waiver of State Overtime Requirements

To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon employee request to the Labor Relations Section.

XII. Bilingual pay

A differential of four percent (4%) over base rate will be paid to employees in positions which specifically require, and who have been directed to translate to and from English to another language (including the use of sign language), as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.

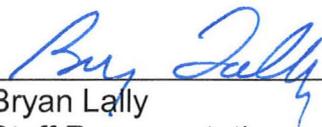
2. The parties agree that the changes to Article 14 reflected in this Memorandum of Agreement will be inserted into the successor collective bargaining agreement that results from negotiations which commence in 2011. The provisions of Article 14E-G are not subject to change for the life of that successor agreement except as specifically noted in Section 1, above.

3. This constitutes the full and complete agreement of the parties.

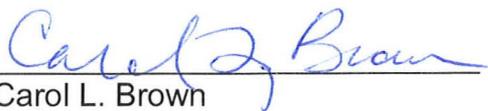
Dated this 23 day of April, 2010

For the Union:

For the County:



Bryan Lally
Staff Representative



Carol L. Brown
Labor Relations Director

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