

MEMORANDUM OF EXCEPTION

I. Parties

The Parties to the MOU are Multnomah County, Oregon (hereinafter "County") and AFSCME Local 88, AFL-CIO (hereinafter "Union").

II. Background

In 2007 the parties negotiated the following language into Article 14.IV:

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.

In July, 2012 it came to the attention of the parties that the 24-hour units in the Sheriff's Office ("MCSO") and the Recognizance unit of the Department of Community Justice ("Recog") were not in compliance with this language. Rather than using the calendar day to determine applicable days of rest, those units apply a "majority of hours" approach, in which the day of work is determined by the calendar day on which the majority of the hours are worked.

For example, suppose an employee's regularly scheduled shift is Monday 11:00 PM to Tuesday 9:00 AM, Tuesday 11:00 PM to Wednesday 9:00 AM, Wednesday 11:00 PM to Thursday 9:00 AM and Friday 11:00 PM to Friday 9:00 AM. The first day of work, starting Monday at 11:00 PM was treated as a Tuesday shift because the majority of the hours in that shift were worked on Tuesday. Similarly, if the employee's last regularly scheduled work day of the week of Thursday 11:00 PM

to Friday 9:00 AM was treated as a Friday shift, making the employee's days of rest Saturday, Sunday and Monday. Therefore, any hours worked on Monday prior to the 11:00 PM start would be paid at double time, as it was the employee's third day of rest.

The practice of using the "majority of hours" approach has been adhered to for many years by both MCSO and Recog. For unknown reasons, the practice continued even after the "calendar day" language entered the contract in 2007. Management and staff at MCSO and Recog have indicated a desire to continue using the "majority of hours" approach and the parties to this Memorandum are agreeable to allowing an exception.

III. Terms

MCSO and Recog shall be exempt from the terms of Article 14.IV.2 for as long as they continue to use their current method of determining days of work and days of rest, as detailed above. If at any time in the future this method is abandoned, both groups shall follow the current contract language.

This MOU shall establish no precedent, nor shall it be used by either party in any other forum.


Dated this 17th day of September, 2012

For the Union:

For the County:



Bryan Lally
AFSCME Staff Representative



Jeff Heinrich
Labor Relations Manager