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LABOR RELATIONS

MEMORANDUM OF UNDERSTANDING

I

The Parties

The Parties to this Memorandum of Understanding are Multnomah County, Oregon, (hereinafter referred to as "the County") on behalf of the Multnomah County Sheriff's Office (hereinafter referred to as the "Sheriff") and the Multnomah County Corrections Deputies Association (hereinafter referred to as "the Association" or "MCCDA").

II

Background

The County and the Association entered into a Memorandum of Agreement dated April 13, 2006 which, effective July 1, 2006, modified the eligibility criteria for overtime. The manner in which the new language was implemented resulted in numerous grievances between the parties, collectively known as the Payroll Grievances as well as a ULP, Case No. UP-44-06.

III

Terms of Agreement

Effective July 1, 2006:

1. The parties agree that mandatory overtime at the end of (or prior to) the regular shift does not count toward the employees' total number of Authorized Work hours during the work week. Mandatory overtime will continue to be paid at the applicable overtime rate regardless of the total number of hours worked during the work week.

In the event that the Sheriff declares an emergency in which members are required to work overtime, mandatory overtime hours will count as authorized work hours for purposes of determining eligibility for voluntary overtime pay in the same work week.

2. The parties agree that Unpaid Union Business Leave does not count as Authorized Work for the purposes of determining overtime during the work week, but paid Union Business leave shall count as Authorized work.
3. The parties agree that Break Days under Article 15, Section 4. B. (2) are not paid leave and do not count toward an employee's Authorized Work hours for purposes of determining overtime during the work week. In addition, Make Up Pay under Article 15, Section 4. B. (5) is not Authorized Work, but rather is an amount of money paid to the employee to ensure that the employee receives not less than 80 hours pay in a semi-monthly period.

Beginning no later than the pay period starting January 1, 2007:

4. **For work weeks entirely within a pay period**, overtime premiums for voluntary extra shifts (i.e., shifts not part of the employee's regular schedule) will be included in the paycheck issued for that pay period. If the employee's voluntary overtime ("VOT") hours do not exceed sick use hours in a work week, the VOT hours will be paid at a straight-time rate. If the employee's VOT hours exceed sick use hours in a work week, the extra VOT hours will remain credited at an overtime rate.
5. **For work weeks which straddle two (2) pay periods**, any voluntary extra shifts worked before the end of the first pay period will be paid at an overtime pay rate, and the overtime pay will be included in the paycheck for that pay period (see chart below). However, if the employee has subsequent sick use leave time in the same work week, but in the next pay period, the voluntary overtime hours that do not exceed the number of sick use hours will be paid at a straight time rate. This will result in the employee's pay being docked in the pay check for the second pay period, by the amount of overtime that was overpaid.

Sun – 13 th	Mon – 14 th	Tue -15 th	Wed – 16 th	Thu – 17 th	Fri – 18 th	Sat – 19 th
OFF	Reg = 8 VOT = 8	Reg = 8	Reg = 8	Reg = 8	Reg = 8	OFF

The example above shows that the employee worked 8 hours of Voluntary Overtime (VOT) on the 14th and the pay period ends 1 day later. Under this agreement, the employee's time will reflect the overtime worked on the 14th and will be paid at the overtime rate for the VOT shift on the paycheck for the pay period ending on the 15th. If, however, the employee uses leave time due to illness on the 16th, 17th or 18th, the additional shift worked on the 14th will be recoded as a straight time shift and the employee's pay check for the pay period ending on the last day of the month will show wages docked from the employee's pay in an amount equal to the additional half-time paid for the VOT shift worked on the 14th.

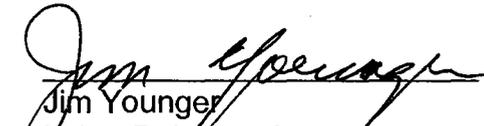
- When an employee works additional hours which are outside their regularly scheduled work shift and the employee elects to receive compensatory time under Article 15, Section F, that time will be credited to the employee's comp time bank at the overtime rate and the time will be available for the employee's immediate use. If, however, the employee uses leave time due to illness in the same work week, the additional hours worked will be recoded as straight time comp time and the hours of comp time attributable to the overtime rate will either not be credited, or (if already credited) will be removed from the employee's comp time bank. If the employee has used additional comp time hours to which they were not entitled, the additional time will be charged to the employee's other leave banks. The parties agree that compensatory time whether paid at the overtime rate or straight time rate is only earned by working hours which fall outside the employee's regularly scheduled work shift.

7. This agreement resolves all Payroll Grievances scheduled for arbitration hearing on November 20-21, 2006. The parties shall equally bear their portion of any cancellation fees or costs.

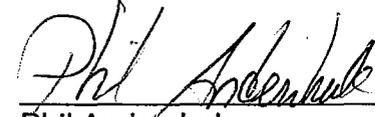
8. Upon implementation of this agreement, the Association agrees to withdraw the unfair labor practice charge filed September 19, 2006 with the Employment Relations Board, Case No. UP-44-06.

Done this 15 day of December 2006:

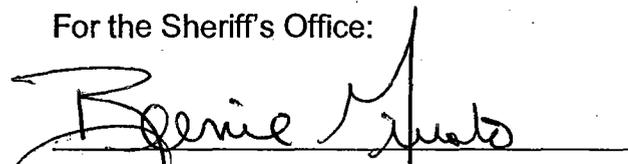
For the County:


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For the Association:


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For the Sheriff's Office:


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