

MEMORANDUM OF UNDERSTANDING

I.

Parties

The parties to this Memorandum of Understanding (MOU) are Multnomah County, Oregon (County) and Multnomah County Employees Union, Local 88 (Local 88).

II.

Background

The County and Local 88 are parties to a Collective Bargaining Agreement (Contract). The parties had a practice of excluding probationary employees from applying for transfer opportunities within a work unit. On September 12, 2011, Bryan Lally of Local 88 sent a notice to the County stating that "Local 88 is no longer in agreement with the continuance of this past practice." On or about December 20, 2011, Local 88 filed a grievance seeking "[t]hat no County Department limit lateral transfers to non-probationary employees and that they cease to impose this limitation via job announcements or by any other means, unless a bona fid MOU to the contrary exists, signed and dated subsequent to our current contract." Local 88 subsequently moved the grievance through the steps of the grievance process, and the grievance was scheduled for hearing before an arbitrator on February 5, 2013. Prior to the hearing date, the parties entered into settlement negotiations.

Whereas the parties now wish to enter into an amicable settlement of all claims, they hereby agree to the following terms:

III.

Terms

1. Article 22.III.B states that vacancies:

"shall be filled on the basis of Job Class Seniority (as defined in Article 2.VI) for the job classification in which the vacancy exists, provided the employee is able to perform the work in question and has indicated his or her preference in writing."

2. Article 22.III.C states that exceptions to the seniority preference assignment may be made in the following situations:

"1. In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question.

"2. In regard to work assignment only, when a less senior employee is assigned a job for reasons other than in 'Section III.C.1' above, such reasons shall be put in writing

by the manager making the assignment. Such assignment shall not be for arbitrary or capricious reasons.”

The County and Local 88 agree that these Contract provisions, as they apply to probationary employees, will be understood as follows:

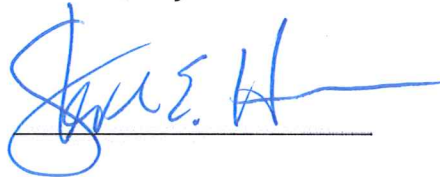
- Probationary employees are not prohibited from applying for transfer within a work unit.
 - The County may consider a specific probationary employee’s circumstance (e.g. job performance, length of time served on probation, prior transfers, and so forth) when deciding whether to approve a transfer.
 - Future job postings will not contain language prohibiting probationary employees from applying for transfer.
 - The Union may grieve violations of this MOU; however, the remedy for grievances under the MOU or the contract may not include allowing or requiring the transfer of a specific probationary employee or employees to a different position.
3. The parties agree to each pay half of the arbitrator’s cancellation fee.
4. This MOU shall not be treated as precedent setting, nor shall either party raise or introduce the terms of this MOU, directly or indirectly, in any forum except for legal enforcement of defense of its terms.

For Local 88:



1/29/13
Date

For the County:



1/29/2013
Date