

APPENDIX A LETTER OF AGREEMENT

I. PARTIES

The parties to this agreement are the Marion County Health Department, the Marion County Information Technology Department, and the Marion County Business Services Department (hereinafter, the County); and the Marion County Employees Association Local 294/Service Employees International Union Local 503, OPEU (hereinafter, the Union). The purpose of this agreement is to create new categories of pay for certain represented employees in the Health Department, the Information Technology Department, and the Business Services Department.

II. AGREEMENT

Oracle Pay Incentive:

The County and the Union agree to the following to resolve the bargaining dispute arising from the change in Oracle pay incentive: The parties agree to adopt, effective immediately, the Oracle Pay Incentive Policy attached as Exhibit A.

Standby Pay:

The County and Union agree to the following to provide standby pay to Mental Health Specialists assigned to respond to mental health crisis screenings. The Health Department will determine and assign staff to standby duty to respond to crisis screenings. The assignment period will be weekdays, Monday through Friday, from five pm or 1700 hours to eight am or 0800 hours. On weekends and holidays, Saturday and Sunday, from eight am or 0800 hours to eight am or 0800 hours (24-hour period). Assignment periods may be split into shifts within these time periods if needed. During this time, employees will be expected to be duty ready and able to respond to conduct mental health crisis screenings at any location in the region. Compensation for this assignment will be \$2.60 per hour in addition to pay for time worked. If required to respond, employees will be paid at straight time for hours worked including travel time and mileage at the IRS rate. Telephone calls conducted for the purpose of a client screening and/or consults with hospital medical staff personnel that do not result in an on-site screening will be considered time worked and eligible for additional compensation. The provisions of the parties' labor agreement, Article 24, will resolve any dispute over the implementation or application of this Letter of Agreement.

Asbestos Removal Pay:

As asbestos is a hazardous material, the repair and/or removal of asbestos requires training and certification from the State of Oregon. In the Facilities Division, Business Services Department, workers who are interested in attending training on the handling/removal of asbestos, attend at the County's expense. This training and certification process provides the employee additional skills and opportunities. Upon certification, the employee receives the appropriate safety clothing and equipment to perform asbestos removal and/or repair work. Compensation for Building Maintenance Workers, who possess the full-scale asbestos supervisory license, will be a 5% differential under the following conditions: All asbestos work is pre-approved by the Maintenance Supervisor or Facilities Manager and documented by a formal work order. The 5% differential will begin with the setup of equipment and end with the completion of the post work cleanup.

III. CONCLUSION

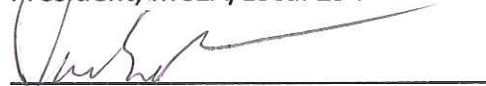
The Chief Administrative Officer, appropriate elected official or department head, the Human Resources Supervisor, and the designated representatives of the Union to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to adoption of this agreement or reached as a result of the process noted above shall become void and invalid. This agreement does not set precedent for either party nor can either party use this agreement to compel agreement in any future dispute or negotiation.

Any dispute over the implementation or application of this Letter of Agreement will be resolved by the provisions of the parties' labor agreement by the grievance and arbitration provisions.

Agreed this date:



Van Khieu
President, MCEA/Local 294



Joe Schaeffer
Organizer, SEIU Local 503, OPEU



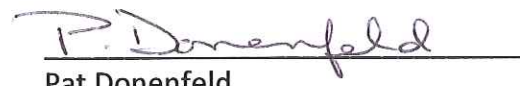
Grisha Alpernas
Chief Information Officer



Roderick Calkins
Health Administrator



Dave Henderson
Business Services Director



Pat Donenfeld
Human Resources Supervisor

EXHIBIT A

GUIDELINES FOR APPLYING ORACLE PAY COMPETENCY PAY

TYPES OF INCENTIVE (COMPENTENCY) PAY & POTENTIAL AMOUNTS

<u>Incentive Type</u>	<u>Annual Max.</u>	<u>% of Max. Based Upon</u>
Oracle Testing	\$1,500	Testing
Oracle Experience	\$1,500	Years of Oracle Experience
Performance in Oracle Assignment	\$1,500	Meets Standards or Better Performance Rating

ELIGIBILITY FOR INCENTIVE: Employee must:

1. Be assigned in a job class and position designated as eligible¹ AND
2. Be assigned in a regular work assignment that is specifically designated to work in Oracle applications and technology more than 50% of the time, AND
3. Meet the qualifications outlined for the Testing-Based component defined below, AND
4. Sustain standard performance: No type of competency pay will be paid to any employee if the employee's performance is deemed below standard. An employee receiving any type of competency pay will have that pay discontinued immediately if sustained performance degenerates markedly at any time. Subsequent eligibility will depend on again achieving satisfactory performance meets standards during the ensuing performance review period.

QUALIFICATION TO RECEIVE INCENTIVE PAY: In A and B below, earned competency pay will be paid retroactively, covering the six-month probationary or evaluation period. Thereafter, competency pay will be paid biweekly. If an employee leaves the County, no further amount is due him or her.

A. For new hires:

Attainment of career status

Satisfactory performance during the probationary period

B. For career employees:

Satisfactory performance during the first six months of the regular Oracle assignment with Information Technology

¹ Current job classes: (list)

Eligible job class: Programmer Analyst 3/Oracle Developer, Data Base Administrator, Sr. Data Base Administrator, Data Base Analyst

Testing-Based component: An employee must successfully pass an Oracle skills test to be determined and provided by the Information Technology Department. The cost of the Oracle skills test will be paid by the employee. The testing must be current to the Oracle release versions used by the County. Successfully passing the Oracle skills test satisfies this requirement and qualifies the individual for the maximum amount of \$1,500 annually.

Directly-Related Experience component: A staff member must have a minimum of one year of qualifying (directly-relevant) Oracle technology experience to qualify for this component. An existing Information Technology staff member newly and “regularly” assigned to Oracle responsibilities will be required to attain one year of direct Oracle experience to qualify for the minimum amount of the experience incentive. Payment for experience will be as follows:

Minimum of 1 Year Experience	\$500
1-3 Years Experience	\$1,000
More Than 3 Years Experience	\$1,500

Job Performance-Based component: A portion of this \$1,500 incentive will be paid based upon annual performance appraisal results; Proficiency in at least one (1) competency including Job Knowledge and Role Understanding equals \$500 annually. Proficiency in at least three (3) competencies including Job Knowledge and Role Understanding and Decision Making, Problem Solving and Innovative Thinking equals \$1000 annually. Proficiency in at least five (5) competencies including Job Knowledge and Role Understanding, Decision Making, Problem Solving and Innovative Thinking and Accountability equals \$1500 annually.

Termination of Agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2012.