

# **Memorandum of Agreement**

## **Peer and Trauma Support Team**

### **I.**

#### **Parties**

The parties to the Memorandum of Agreement (hereinafter "MOA") are the Department of Community Justice (DCJ), Multnomah County, Oregon (hereinafter "DCJ-County"); Multnomah County Employees Union, AFSCME, Local 88, AFL CIO (hereinafter "Local 88"); Multnomah County Employees Union, AFSCME, Local 88-6. Juvenile Custody Services Specialists Unit, AFL-CIO (hereinafter "Local 86-JCCS"); and the Federation of Oregon Parole and Probation Officers (hereinafter "FOPPO").

### **II.**

#### **Background**

The parties have jointly expressed mutual Interest and support of the Peer and Trauma Support Team (hereinafter "PTST") for the employees of DCJ-County. The PTST program is recognized as a health and wellness triage "first responder" resource available to all DCJ-County employees during periods of traumatic life/personal events and / or work related critical / traumatic incidents. The parties jointly encourage DCJ employees and bargaining unit members to support the PTST program by serving in a voluntary assignment capacity.

For purposes of eligibility the following categories of employees are not eligible to apply for PTST volunteer assignments:

1. On-Call as defined by Local 86 (JCSS) Article 2, IX.
2. Part-time employees less than 0.6 FTE (less than 24 hours per week)
3. Job-share employees less than 0.5 FTE (at or less than 20 hours per week)
4. Temporary employees.

### **III.**

#### **Terms of Agreement**

All parties agree that this MOA will be applicable to DCJ-County represented employees when actively assigned, in writing, and serving in a PTST position.

1. In general, all parties agree:
  - a. All parties will be invited to participate in the Interview process to select volunteers.
  - b. All communications between PTST volunteers and employees requesting assistance will be kept confidential with the following exceptions
    - i. Any threat of suicide or homicide made by a participant in a peer support counseling session, or any Information conveyed in a peer support counseling session relating to a threat of suicide or homicide;
    - ii. Any information relating to abuse of children or of the elderly, or other Information that is required to be reported by law; or
    - iii. Any admission of criminal conduct. (ORS 181.860).
  - c. Respectfully, the following Collective Bargaining Agreement (CBA) articles will apply to PTST hours worked and compensation: 3.1 Local 88, Article 14 IX B. & C.(On call pay). For the performance of their PTST duties, Local 88 employees will not be assigned on-call duty and are therefore not in "involuntary on-call" status. 3.3 FOPPO, Article 11 (Compensation), paragraph 9.
2. Specific to collective bargaining members, when designated in writing as PTST volunteer members, the parties agree:
  - a. Employees will receive and attend PTST committee meetings and/ or training on work time. Should scheduled meetings and for training fall outside of an employee's normal work schedule, every effort will be made by the supervisor and employee to flex to accommodate attending meetings/trainings on work time.
  - b. Subject to business needs, supervisors of PTST represented employees will allow reasonable release time to allow the volunteer to respond to a requesting employee.
  - c. While performing PTST related duties during their normally assigned shift, employees will not receive any additional compensation or compensatory time.
  - d. PTST related hours that are eligible for overtime in accordance with the employee's collective bargaining agreement will be compensated as compensatory time at the rate specified in the employee's Collective Bargaining Agreement and coded on the employees' timesheet with the annotation "PTST".

- e. Employees' reporting, use, accrual, and limits of compensatory time will be administered by the applicable, respective Collective Bargaining Agreements and County Rule 3-12, Timekeeping.
- f. DCJ management may revoke designation at any time. Such revocation is not disciplinary and is not subject to grievance.

**IV.  
Termination**

This written Instrument Is the entire MOA between the Parties. The MOA will remain in force for two (2) years from the effective date noted below. The MOA may be extended for one (1) year with signed consent of all the parties. The parties hereby waive any and all bargaining rights and obligations that would otherwise result from discontinuation of the PTST program upon expiration of this MOA.

Dated: May 24, 2021

For the County

For FOPPO



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Sally LaJoie, Labor Relations Manager

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Pat Brasesco, FOPPO President

For Local 88 and Local 88-6 (AFSCME)

/s/ Mecca Scott

Mecca Scott, Council Representative