Memorandum of Agreement

(Shelter Staffing Trial - Extension)

I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereinafter referred to as the "MOA") are Multnomah County, Oregon, (hereinafter referred to as the "County") on behalf of the Department of Community Justice (hereinafter "DCJ"), and the Federation of Oregon Parole and Probation Officers (hereinafter referred to as the "Federation").

II. Background

The County and Federation have a mutual desire to incentivize employees to staff Disaster Resource Centers (hereinafter referred to as "DRCs") during emergencies, including but not limited to excessive heat and cold events, in order to stabilize staffing for these critical County services. In a typical year, the County opens shelters between eight (8) and fifteen (15) days, often on a twenty-four- (24-) hour basis. In an unusual year shelters may be open for more than twenty (20) days. Staffing needs vary depending on the specific situation and become more difficult the longer the event duration.

The Federation and the County entered into a MOA on December 14, 2021, establishing the Shelter Staffing Trial. The parties extended the MOA on December 16, 2022, for an additional year.

THEREFORE, the parties have reached the following Agreement:

III. Agreement

- A. The MOA signed on December 14, 2021, and extended on December 16, 2022, will be extended and will remain in place until November 30, 2024, in order to maintain the Shelter Staffing Pilot for an additional year. Unless mutually agreed, effective December 1, 2024, the provisions of the collective bargaining agreement will revert to prior contract language and this MOA will expire. Nothing in this MOA is intended to imply that this Shelter Staffing agreement is status quo for the sake of future negotiations. The original MOA is further modified as follows in this agreement.
- B. The assigned pay ranges for each type of DRC position contained in the original MOA's Attachment A will be updated by applying the agreed upon COLA in successor negotiations.
- C. Saved holiday earned from the original December 2021 MOA provision or from the

December 2022 extension will not be forfeited on June 30, 2024, as previously agreed, but instead must be used by December 31, 2024, or it will be forfeited. Any saved holiday earned after this MOA is executed will be entered into the employee's bank for use within one month of being earned and must be used by December 31, 2025, or it will be forfeited.

- D. To qualify for the aforementioned saved holiday, employees must work thirty-two (32) hours during the term of this MOA. This amends the original agreement of eight (8) or more shifts. The saved holiday will be added to the employee's paid leave bank the pay period following the completion of the thirty-second (32nd) hour.
- E. All other provisions of the MOA dated December 14, 2021, and the extension dated December 16, 2022, will remain in force until expiration.
- F. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in FOPPO Collective Bargaining Agreements.
- G. This MOA shall not be deemed to set a precedent and shall not be raised in any future labor relations setting except for the enforcement or defense of its terms.

AGREED to this date, December 6, 2023.

For the Federation:

Tosha Vanderburg

President, FOPPO

For the County:

Matt Davies

Labor Relations Manager