

MEMORANDUM OF AGREEMENT

FOPPO Vacancies

I. Parties to the Agreement

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

II. Background

- A. On July 28, 2023, an Arbitrator ruled in favor of the Federation in a dispute regarding the posting and filling of vacancies in Article 24 of the parties' 2021-2024 Collective Bargaining Agreement (CBA). The ruling included the order that the County "post and fill vacancies immediately, or no later than 10 calendar days following their creation."
- B. On August 28, 2023, the County notified the Federation that it did not intend to follow the Arbitrator's above ruling due to the belief that it violated Article 26.3.B of the CBA, which stipulates that an arbitrator "shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement."
- C. Thereafter, the parties discussed and reached an agreement on the implementation of the Arbitrator's award. Unless otherwise mutually agreed, it is the parties' intent for the terms of this agreement to be included, unaltered, within the 2024 successor collective bargaining agreement.

Now, therefore, the parties mutually agree as follows:

III. Terms of Agreement

- 1. The County shall have ten (10) calendar days to determine whether a vacancy exists in accordance with Article 24.1-3. If the County determines that a vacancy exists, it will post the vacancy within the initial ten (10) days.
- 2. The vacancy shall be posted for ten (10) calendar days to allow interested employees to submit their interest in the position. Employees shall indicate their preference for the vacancy in writing in accordance with Article 24.3.B, and the vacancy shall be filled in accordance with Article 24.3.
- 3. For purposes of this agreement, the date the employee accepts the new position is the same date they are abandoning their current position, pursuant to Article 24.1.A.
- 4. From the date the employee accepts the new position, the Department will have thirty (30) calendar days to transfer the employee to the new position. If the Department fails to transfer the employee within thirty (30) days, Article 24.2 shall be triggered, beginning a one hundred and eighty (180) days or less temporary assignment.

5. Additionally, each Parole and Probation officer, upon request and approval of their supervisor, shall establish a work schedule that is responsive to the demands of the job and meets the needs of the unit. Any denials or changes made by management to the established schedule must be done with good and articulable cause. This provision negates the January 30, 2023, directive stating that start and stop times must be no earlier than 7am and 4pm, respectively.
6. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.
7. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 16 of the parties' Collective Bargaining Agreement.

IV. Termination

This MOA is effective upon the signature of both parties and shall remain in effect unless terminated by mutual agreement or included in a successor labor agreement.

Agreed to this date 12 of December, 2023.

For the Union:



Tosha Vanderburg
Chapter President
FOPPO

For the County:



Matt Davies
Labor Relations Manager
Multnomah County