

Memorandum of Agreement
Article 14.5.B, Continuous Duty Schedules

I. Parties to the Agreement

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

II. Background

The parties have met and discussed Continuous Duty Schedules (“CDS”) and have agreed to study the effectiveness of CDS. This MOA will be in place from August 1, 2021 to June 30, 2024 in order to allow a CDS pilot program. Unless mutually agreed otherwise, effective June 30, 2024 the provisions of Article 14, 5.B will revert to prior contract language and this MOA will expire. Nothing in this MOA is intended to imply that CDS is status quo for the sake of future negotiations.

III. Agreement

The parties hereby agree as follows:

A. Article 14 will be modified during the term of the August 1, 2021 to June 30, 2024 contract to allow for CDS. During this time, the contract language will be modified to reflect the below language in Article 15.5.B.

*****Beginning of Contract Language*****

B. Breaks: Breaks provided for in this section will be on paid time **for employees who are not on a continuous duty schedule.**

1. During the normal work day

a. Employees working six (6) or more hours a day: Employees scheduled to work six (6) or more hours a day are entitled to a fifteen (15) minute break during the first (1st) half of the work day, and another during the second (2nd) half, provided that the break in the second (2nd) half of the work day is required only if the employee is scheduled to work more than two (2) hours after

the previous break or meal period. Breaks for employees scheduled to work eight (8) or ten (10) hours in a day will be scheduled at the middle of each half of the work day whenever practicable.

b. Employees working fewer than six (6) hours a day: Employees scheduled to work fewer than six (6) hours a day are entitled to one (1) fifteen (15)-minute break to be scheduled by management.

2. While on a continuous duty schedule Breaks for employees on a continuous duty schedule are covered in “Section ~~C.3-D~~” below.

C. Meal Periods: non continuous duty schedules:

1. Entitlement to a meal period: The work schedules of employees working more than six (6) hours in a work day will include a meal period. An employee who has worked eight (8) or more hours in a work day and who works two (2) hours beyond ~~his or her~~ **their** regular quitting time is entitled to a second (2nd) meal period.

2. Unpaid Meal periods: Meal periods are on unpaid time unless the provisions of Subsection ~~3-D~~ below apply.

a. Length of the meal period: Employees will be scheduled for a thirty (30)-minute meal period unless they request and management approves a one (1)-hour meal period. Management may rescind approval for a one (1)-hour meal period, subject to the provisions for changing work schedules in “Section 1” above.

b. Scheduling: The meal period for employees working eight (8) or more hours will be scheduled in the middle of the work day whenever practicable. When a one (1)-hour meal period is requested and approved, management will make adjustments to the employee’s starting and/or quitting time, subject to the provisions for changing work schedules in “Section 1” above.

D. Meal periods: continuous duty schedules:

a. Management may assign employees performing duties which do not lend themselves to duty free breaks and meal periods to a continuous duty schedule. Any such

~~assignment shall be in writing with a copy provided to the Federation and the Labor Relations Manager. Meal periods for such employees will be on paid time. The scheduling of meal periods and breaks for continuous duty employees will be based solely on management judgment of the need for supervision of clients or involvement in other continuous duty, or may be on an “as time is available” basis. Continuous duty employees may not be relieved of duty during their work day, and may have to take their meals and their breaks while supervising clients or attending to other duties. Any meal periods or breaks may be interrupted or missed without additional compensation.~~

a. Employees may request a continuous duty schedule, which shall be approved so long as the employee meets the criteria outlined in this section. Any such request shall be in writing to the employee’s supervisor. Employees are eligible for a continuous duty schedule if they regularly work onsite and/or in the field for at least three (3) days a week and start work at 6:30 am or later when working onsite or in the field. Their supervisor will confirm in writing that the employee is being placed on a continuous duty schedule.

b. Meal periods for such employees will be on paid time. Continuous duty employees may not be relieved of duty during their work day. Employees on continuous duty are expected to perform work through their paid meal period and may have to take their meals and breaks while supervising clients or attending to other duties. Any meal periods or breaks may be interrupted or missed without additional compensation.

c. The scheduling of meal periods and breaks for continuous duty employees will be on an “as time is available” basis.

d. FOPPO and its members agree to hold the county harmless for any wage and hour claims based upon a continuous duty schedule. Nothing in this section supersedes management’s rights as per Article 4, Management Rights.

*****End of Contract Language*****

B. Management will develop an assessment methodology to evaluate the effectiveness of the continuous duty schedules. Management will provide notice to FOPPO about the evaluation methodology for feedback.

C. This represents the complete agreement of the parties and all other provisions of the 2021-2024 CBA shall apply. This Agreement will not establish any binding precedent or past practice and will not be offered or admissible by any party as evidence thereof.
Dated this 9th day of April, 2021.



For the County: For the Federation:



Brasesco, FOPPO President

Sally LaJoie, Labor Relations Director Pat