

Memorandum of Agreement

(Shelter Staffing Trial)

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, like this past 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.

THEREFORE, the parties have reached the following Agreement:

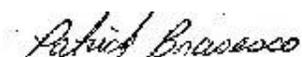
III. Agreement

- A. This MOA will be in place from November 1, 2021, to September 30, 2022, in order to create a Shelter Staff pilot program. Unless mutually agreed otherwise, effective October 1, 2022, 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.
- B. The County will solicit volunteers willing to staff the DRCs. Those who volunteer for DRC shifts will receive a twenty percent (20%) premium for hours worked in addition to any contractual overtime, shift differentials and Work Out of Class pay required when an employee voluntarily accepts additional shifts.
- C. The County assigned a pay range for each type of DRC position (Attachment A) to ensure employees working at a higher level than their home position are compensated appropriately. For purposes of setting pay, the County will follow regular work-out-of-class procedures. An employee at a higher level than the DRC position they fill will receive no change in pay.
- D. Supervisor approval is required with the understanding this is a top priority for the County and all requests should be approved unless the employee is scheduled for a fixed post shift or a staffing hardship exists. Employees who wish to sign up and are not approved may appeal to their Department Director for review. The approval of employees volunteering to staff the DRCs shall be at the Director's sole discretion. In addition, managers are encouraged to release employees from their regular assignment whenever possible to allow the employee to sign up for the maximum number of shifts during the emergency.

- E. By volunteering, the employees become “ad hoc essential workers.” If the County determines it is necessary to open a DRC, the employees will be required to sign up for needed shifts as they are posted for sign up.
- F. It is understood there may be exigent circumstances for which an employee would be excused from signing up for or accepting a shift. Circumstances may include but are not limited to being on a leave, ill, or unable to arrange for childcare.
- G. By volunteering, employees agree to sign up for at least five (5) needed shifts during the trial period. Employees who work eight (8) or more shifts during the trial period will receive one (1) day of saved holiday at the number of hours described in Article 7.1., as a bonus, in addition to the twenty percent (20%) premium, which must be used by June 30, 2023, or it will be forfeited. The saved holiday will be added to the employee’s paid leave bank the pay period following the completion of the eighth shift.
- H. When practicable, efforts will be made to equitably allow for shift sign up when fewer shifts are available than willing employees.
- I. Employees will not be required to accept shifts which do not allow adequate time to sleep. An employee working swing and/or graveyard shift will be allowed to flex their time so that they are not required to work their next day shift, unless it is mutually agreed with their supervisor there is adequate time to sleep. Managers are encouraged to allow employees to flex their time whenever possible in order to facilitate staffing DRC’s.
- J. The County will provide training to staff who sign up for this trial program.
- K. It is understood this agreement may be edited, added to, or further modified upon mutual agreement of both parties. Ongoing discussions to improve the shelter staffing process are encouraged.
- L. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in the FOPPO collective bargaining agreement.
- M. 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.
- N. The parties further understand that this MOA only addresses compensation for employees and that if the County introduces a new mandatory subject of bargaining during the term of this agreement, the Union reserves the right to bargain over the matter.

Agreed to this 14th day of December, 2021.

For the Union:



Pat Brasesco, FOPPO President

For the County:



Shelly Kent, Labor Relations Director