

Memorandum of Agreement

Re: MCDA and MCPAA MOA on Limited Duration Hires

Dated: 7/10/24

Recitals:

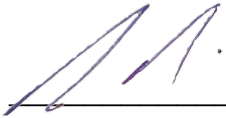
- (1) The Multnomah County District Attorney (MCDA) and the Multnomah County Prosecuting Attorney's Association (MCPAA) are parties to a collective bargaining agreement (CBA).
- (2) The CBA does not expressly authorize the hiring of limited duration hires for Deputy District Attorney positions.
- (3) The parties recognize the extraordinary need for supplementary staff assistance due to the backlog of cases and high workload attendant to the COVID-19 pandemic.
- (4) Due to these extraordinary circumstances, MCDA and MCPAA mutually agree to authorize limited duration hires under the terms of this MOA.
- (5) This MOA does not establish a precedent in any respect and shall expire, unless an extension is mutually agreed in writing, no later than 12 months after execution.
- (6) This MOA is an extension of a previous MOA on the same topic for an additional 12 months.

Now therefore,

- (1) The District Attorney, in his sole discretion, may hire no more than two (2) limited duration attorneys as Deputy District Attorneys. The CBA between the parties shall control the terms and conditions of employment for the limited duration employee except where expressly modified herein.
- (2) Notwithstanding any other provision of the CBA, the duration of the limited duration attorney's employment shall be term limited not to exceed the length of this agreement – 12 months from execution – except by mutual written agreement of the parties.

- (3) Notwithstanding any other provision of the CBA, the District Attorney may set hours worked and proscribe duties to the limited duration employee that the District Attorney believes, in his sole discretion, shall be beneficial.
- (4) The Limited Duration Hire MOU is not intended to fill 40-hour a week positions but, rather, is intended to hire part time positions of less than 40-hours per week.
- (5) Notwithstanding any other provision of the CBA, limited duration employees shall be at-will employees and not entitled to just cause termination.
- (6) Wherever the CBA calls for the accumulation of wages and/or benefits for full-time employees, limited duration employees shall accrue such wages and/or benefits on a pro-rata basis based on their established weekly hours.

Signed:



Ryan Lufkin

Attorney for MCPAA



Matt Davies

Multnomah County