

## **MEMORANDUM OF AGREEMENT**

### **A. The Parties**

The parties of this agreement are Multnomah County, Oregon, hereinafter referred to as the "County," and the Multnomah County Deputy Sheriff's Association, hereinafter referred to as the "Association," collectively referred to as the "parties."

### **B. Background**

Multnomah County Sheriff's Office (MCSO) has entered into a partnership program with the Portland Police Bureau (PPB), and the United States Department of Justice (DOJ) Criminal Division on a two year Community Policing Project set to take place in Rajshahi, Bangladesh. International Criminal Investigative Training Assistance Program (ICITAP) is the department within DOJ that MCSO will be working within Rajshahi.

Association members will teach community police curriculum to law enforcement personnel and to citizens/community leaders in a train the trainer format. One of the project goals is to train personnel who will later train others within the county in the hope of making this project sustainable over the long term.

The parties originally signed an MOA agreeing to terms relating to this project on April 17, 2014. This MOA supersedes that agreement with additional terms.

The MCSO/PPB/ICITAP/Bangladesh Community Policing Project is set to begin in January 2018 and run through December 2019.

### **C. Terms of Agreement**

The parties agree as follows:

A. Association members are entering into this project on a volunteer basis and have been fully briefed on what the project expectations, teaching as well as living conditions will entail.

B. Association members will be placed in a 160-hour special duty assignment status while taking part in the project.

C. Association members, by virtue of being selected and agreeing to participate, are agreeing to straight time pay only. No overtime associated with travel to/from or while in Bangladesh is authorized.

D. For the sole purpose of taking part in the Community Policing Project, the county and the Association agree to waive the definition of overtime in Article 16(F) of the 2014-2018 collective bargaining agreement and instead apply the provisions of the Fair Labor Standards Act (FLSA).

E. Although overtime is not expected, the County and Association agree that, consistent with the FLSA, overtime will be paid when an employee works more than 40-hours in a workweek or, for those employees under the Section 207(k) FLSA exemption, when an employee works more than 171-hours in a 28-day work period.

F. For workers compensation purposes, employees participating in the program are covered as "traveling employees." Medical facilities may require payment at time of service, so some out-of-pocket expenses may need to be paid by the employee and reimbursed later after filing a claim.

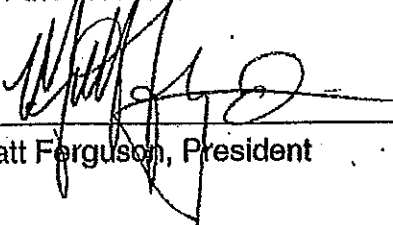
G. The County provides employees and eligible traveling family members with Travel Assistance Insurance through The Standard Insurance Company. This insurance assists with locating medical care, provides 24/7 access to registered nurses, coordinates with medical insurance providers, arranges for emergency evacuations, and other related benefits.

H. This agreement sets no precedent for any purpose other than as described in this document and shall be inadmissible in any proceeding unrelated to its enforcement.

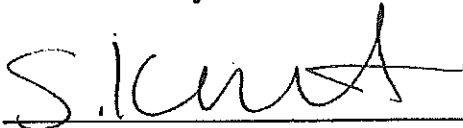
I. Any disputes related to this MOA shall be subject to the grievance procedure as outlined in Article 20 of the collective bargaining agreement.

Executed this 27 day of November, 2017

For the Association:

  
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Matt Ferguson, President

For the County:

  
\_\_\_\_\_  
Shelly Kent, Labor Relations Manager

For the Sheriff's Office:

  
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Sheriff Michael Reese