

# **Memorandum of Understanding Unallocated Positions**

## **I. Parties to the Agreement**

The parties to this agreement are Multnomah County, Oregon on behalf of the Department of Community Justice (hereinafter the "County") and the Federation of the Oregon Parole and Probation Officers (hereinafter the "Federation").

This MOU shall document the agreement between the parties regarding PPOs who retire and return to work (Unallocated Employees).

## **II. Background**

This MOU is entered into as a means to help manage the severe hiring deficits the department has had for the past several years. Hiring and retaining qualified employees has been difficult, which has created deficits in several designated work assignments (DWA). This agreement allows the County to place Unallocated PPOs in any position where there is no interest in by regular PPOs.

## **III. Agreement**

A. Unallocated Employee: An employee who is a Multnomah County Parole and Probation Officer who retired in good standing, whose DPSST certification has not lapsed, and who has been re-hired to fill vacancies that have been offered to the bargaining unit with no interest.

B. The Department agrees to the following terms concerning its usage of unallocated employees:

- a. The County is required to follow DPSST expectations in regards to background checks and psychological evaluation standards and timelines.
- b. Unallocated PPOs will be offered Federation Bargaining Unit membership and will pay union dues as outlined in Article 3 if membership is accepted.
- c. Unallocated PPOs will be sworn in by the Assistant Director or Designee.
- d. Unallocated PPOs will be issued a new badge.
- e. Unallocated PPOs will not be armed by the Department if they were not armed upon their retirement.
- f. Unallocated PPOs are subject to all training requirements to maintain their DPSST Certification.
- g. Unallocated PPOs cannot be assigned a caseload which has not been offered and/or was accepted by a regular FTE.

- i. Regular FTE have the right to request vacant caseloads and bump an unallocated employee.
  - ii. Unallocated PPOs will not hold lead or premium assignments regardless if there is any expressed interest.
  - iii. Unallocated PPOs shall not fill in behind regular FTE who have been temporarily reassigned for 180 days.
  - iv. Unallocated PPOs shall be given preference of caseload assignment over temporary/work out of class PPOs.
- h. Unallocated PPOs will not be given a schedule that a regular FTE has requested and been denied for within the same DWA, to include telework agreements. Additionally, regular FTE will receive preference for vacation/out of the office requests.
  - i. Unallocated PPOs seniority rights restart at the rehiring date.
  - j. In the event a layoff occurs, an unallocated PPO will be laid off before a trial service employee.
  - k. Unallocated PPOs will only receive the benefits of Articles 18, 19, and 20 and Addendum D of the Collective Bargaining Agreement unless otherwise specified.
  - l. Unallocated PPOs will be paid the same base rate as upon retirement from regular status employment.
  - m. Unallocated PPOs will accrue sick leave at the rate of 0.05 hours for each County-paid hour.
  - n. Unallocated PPOs will be paid at one and one-half (1.5) times their base rate for work performed on a County-recognized holiday as outlined in Article 6.
  - o. Unallocated PPOs will be covered by the Tour of Duty provisions of Article 11.6.
  - p. Unallocated PPOs will be held for the duration of the current CBA and will not be employed in this capacity for more than 3 years.
  - q. 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.
  - r. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in FOPPO Collective Bargaining Agreements.

#### **IV. Termination**

This agreement will remain in effect for the duration of the successor CBA.