

Memorandum of Understanding Deallocated Positions

I. Parties to the Agreement

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

This MOU shall document the agreement between the parties regarding the posting and filling of deallocated positions.

II. Background

This MOU is entered into as a means to allow the Department to place a trial service employee in a deallocated position without first posting that position as a vacancy as is required by Article 24 of the parties' Collective Bargaining Agreement (CBA).

III. Agreement

A. Article 24.3 of the parties' CBA defines a regular vacancy as "a vacancy determined by management to be for a duration of over six (6) months." The Department is required to notify employees of regular vacancies and provide employees the opportunity to express interest in those vacancies, which are generally filled on the basis of seniority. For the purpose of this Understanding, a deallocated position is a position that the Department has determined will not subsist for a period greater than six (6) months, and therefore, cannot be posted or filled as a regular vacancy during that timeframe.

B. As a means to address the staffing shortages in the Department, the parties agree that deallocated positions within units may be immediately filled with a trial service employee without those positions first being posted for bid as required by Article 24.3 of the CBA. These terms do not apply to the current intake position, which shall conform to the requirements of Article 24.3 and be posted for bid prior to being filled by a trial service employee. This Understanding does not require the Department to fill all of the deallocated positions.

C. Any dispute related to the terms of this agreement is subject to the grievance procedure outlined in the Federation CBA.

D. This MOU will become effective upon execution and will terminate twelve (12) months thereafter.

E. This MOU 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.

Agreed to this date, December 10, 2025.

For the Federation:



Tosha Vanderburg
FOPPO President

For the County:



Matt Davies
Labor Relations Manager