

Memorandum of Agreement

(Tour of Duty)

I. Parties to the Agreement

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

II. Background

There was a dispute regarding the meaning of some language in Article 11, Section 6 of the parties' 2017-2020 collective bargaining agreement (hereinafter the "CBA"). Agreement was reached in September 2018, in order to clarify language for the duration of the 2017-2020 CBA without either party conceding their position for future negotiations. The parties have agreed to extend this agreement through the 2021-2024 CBA.

III. Agreement

The parties hereby agree as follows:

A. Tour of Duty - Article 11, Section 6 defines the tour of duty for overtime purposes as eighty-four (84) hours. For this Agreement, the parties recognize that employees are scheduled to work forty (40) hours per week. If an employee works more than forty (40) hours in a week, it must be due to an emergent situation, for example recognizance calls, or with supervisor approval.

B. Involuntary Schedule Change

1. When an employee is assigned to work different hours than normally scheduled, the employee may come in at their regularly scheduled time if they are normally scheduled to arrive earlier than scheduled.

2. If the employee works more hours than their regularly scheduled hours, the employee may work the hours to be paid at straight time, flex the hours during the same tour of duty period, or bank the hours as comp time at the applicable rate.

3. Assignment of Officer of the Day (hereinafter "OD")

a. Flex Time -The parties agree that the Department cannot Involuntarily require employees to flex their scheduled hours when management has directed the employee to work a different schedule than regularly assigned with less than ten (10) days notice.

b. Notice - For the purpose of OD coverage, the Federation waives the ten (10) day schedule change notice requirement if the assignment has been previously made on the OD calendar. This waiver is not intended for last minute OD coverage.

c. Work hours assigned is more than tour of duty - If an employee is required to work more hours than their normal schedule due to being designated as the OD, and if doing so will result in the employee working more than eighty-four (84) hours in the tour of duty, the employee shall communicate this to their supervisor prior to the OD duty. The supervisor may choose to reassign work if practicable.

d. Coverage - If an employee who is assigned as the OD can secure coverage so that another employee works some of the hours of the OD shift, the employee originally assigned as OD may flex their schedule so as to not work the part of the OD shift that the other employee is providing coverage for.

e. Continuous Duty - If an employee is assigned as the OD, the employee may choose to take the shift as continuous duty with a paid meal period or find coverage for an unpaid meal period.

C. Flex Time and Leave Accruals

1. Flex Time vs. Comp Time - Employees who work hours between eighty-and-one-quarter (80.25) and eighty-four (84) may choose to have the hours paid at straight time, flex those hours during the tour of duty period, or bank the hours as straight comp time.

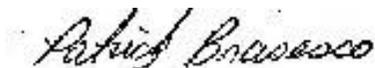
2. Flex Time vs. Vacation or Sick Leave - Management will not Involuntarily adjust an employee's sick leave or vacation time be re-coded to flex time.

D. This represents the complete agreement of the parties and all other provisions of the 2021-2024 CBA shall apply. Unless extended by the parties, this Agreement will expire upon implementation of a successor contract to the parties' 2021-2024 CBA. This Agreement will not establish any binding precedent or past practice and will not be offered or admissible by any party as evidence thereof.

Agreed to this date, May 20, 2021

For the Federation:

For the County:



Patrick Brasesco, President

Sally LaJoie, Labor Relations Manager