

## **Memorandum of Understanding**

### **I. Parties**

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

### **II. Background**

The County and Federation have jointly expressed a mutual interest in memorializing below the procedures for the creation and dissolution of bargaining unit job share arrangements.

### **III. Understanding**

#### **CREATION AND DISSOLUTION OF JOB-SHARE POSITIONS IN DCJ**

*Multnomah County Personnel Rules Defines Job Shares as follows: A job share is defined as a full-time position that is held by two (2) regular status employees on a shared basis in a single classification, thus each employee works .5 FTE. Each employee will be scheduled to work forty (40) hours during two (2) work weeks. Job share partners will be treated as part-time (.5 FTE) employees for purposes of holidays, leave accruals and scheduling, compensation, and health and welfare benefits.*

#### **Management Rights:**

All current and future job share opportunities are at the discretion of management.

#### **Origination of a Job-Share position**

1. Two full time staff members decide they both want to be part-time and in a job share or management can initiate a job-share.
  - a. An employee interested in creating a job share is responsible for finding a partner in the department with the same classification.
  - b. A proposal of duties, work schedule, logistics and dissolution need to be developed and reviewed for approval (see addendum A- Job Share Proposal)
2. The job-share is either accepted or denied.
3. If accepted, any changes or edits are documented and then signed by management enacting the agreement.
4. If a vacancy results from the formulation of the job share it may be posted for lateral transfer or filled as a temporary work assignment in accordance with the collective bargaining agreement.

5. At any time a manager may review an existing Job Share Agreement to determine its effectiveness, continued business need, and / or make edits to the existing agreement.

**Dissolving a job-share position (Employee Driven)**

1. One, or both, of the job-share members request to go full time, retire, promote, or otherwise leaves employment with DCJ by providing a 4-week notice to their manager.
2. Management will review the existing job share to determine if the job share should continue.
3. Seniority rights to the current position are determined..
  - a. Regardless of who was in the job share first, the staff member with the most class seniority has priority rights to the position.
4. Determination of whether one, or both wish to go full time.
  - a. If one wishes to go full time and the other would prefer to stay part time, the following process would be followed.
    - i. Job-share member who wishes to go full time must bid into a vacancy or the department may add a .5 FTE.
      1. If no vacancies exist, the department will determine whether the job share should continue per Personnel Rule 3-80.
    - ii. Job share member goes full time into the vacancy in which they won the bid.
    - iii. The other remains in the part time job-share while the .5 FTE is put out for bid.
    - iv. If another staff member bids on the .5 FTE, they would enter the job share and create another job-share agreement.
    - v. If nobody bids on the .5 FTE, the remaining member must go to full time to meet the needs of the position.
  - b. If both job-share members wish to go full time, the following process would be followed.
    - i. One member will voluntarily bid out into another vacancy and one will retain the current vacancy.
      1. If agreement is not reached, seniority determines the right to stay..
    - ii. If no vacancies exist, the department will determine whether the job share should continue per Personnel Rule 3-80.
  - c. If one of the job-share members retires, promotes, or leaves DCJ employment the following process would be followed.

- i. No additional vacancies are required under these circumstances.
- ii. The remaining employee would be asked whether they wish to go full time in their current position.
- iii. The remaining job-share member goes full time in the dissolved job-share position and the job-share agreement would be dissolved.
- iv. The employee may seek a new job share arrangement by following the process outlined in the section "Origination of a Job Share".

**Dissolving a job-share position (Department driven)**

1. The department determines they no longer wish to continue a prior agreed upon job share.
2. Dissolution of the job share would follow the steps as listed below:
  - a. The job share agreement can be terminated by management with four (4) weeks written notice to all parties. Reasons for the termination could include termination of employment or any other reason that is in the best interest of the county.
  - b. If management in its discretion determines at any time that the job share should be discontinued, and the position will be filled by one (1) full time employee, the most senior employee in the job share will be offered the full time position. If the most senior employee accepts, the other job share partner will be subject to layoff according to Article 13 of the parties' CBA. If the most senior employee declines, the other job share partner will be offered the position and the senior employee will be subject to layoff according to Article 13 of the parties' CBA.

**IV. Term**

Unless extended by the parties, this MOU will expire upon effective implementation of a successor contract to the parties' 2014-2017 Collective Bargaining Agreement.

Entered into to this 8<sup>th</sup> day of April, 2016.

For the County:

For the Federation:



Jeff Heinrich  
Labor Relations Manager



Pat Brasesco  
FOPPO President