

Memorandum of Agreement

Temporary Enhanced Jail Overtime

i. Parties to the agreement

The parties to this Memorandum of Agreement (hereafter referred to as "MOA") are Washington County, Oregon, (hereinafter referred to as "County"), and Washington County Police Officer's Association, (hereinafter referred to as "WCPOA"). This MOA encompasses the WCPOA SSG and ECU contracts.

ii. Background

1. Due to an abnormally high vacancy rate from a reduction in applicants, lasting impacts from the COVID-19 pandemic, and increased difficulty in recruitment, the Washington County Jail has seen a high amount of overtime required to ensure continued Jail Operations. The County has an interest in encouraging more coverage of the overtime from a larger number of employees in an attempt to reduce the further impacts of unfilled and unplanned mandatory jail overtime.
2. Proper staffing of the Washington County Jail increases staff safety, minimizes low staffing lockdowns of Adults in Custody (AIC) housing units, allows for normal jail operations, and maximizes out-of-cell time for AIC's. In addition, it is important in helping with staff's Mental and Employee Wellness.
3. This MOA applies to staff inside the secured areas of the jail.

THEREFORE, the parties discussed and agree as follows:

iii. Agreement

1. It is understood by the parties that payments of overtime or the accrual of compensatory time (comp time) at two (2.0x) times the employee's rate of pay is a greater benefit than current provisions under Article 11 and will only apply to employees meeting the following criteria:
 - a. The WCPOA-represented employee works hours that qualify for overtime under Article 11 of both WCPOA collective bargaining agreements (CBAs).
 - b. The overtime hours worked must be as follows: For a regularly scheduled workday, any amount, not to exceed six (6) hours. On a day off, minimum of three (3) hours not to exceed sixteen (16) hours. The WCPOA-represented employee must manage their work schedule/overtime in accordance with Article 11.6 Safety Release. Exceptions to the three (3)- hour minimum requirement shall be assessed and approved by the available Jail Sergeant.

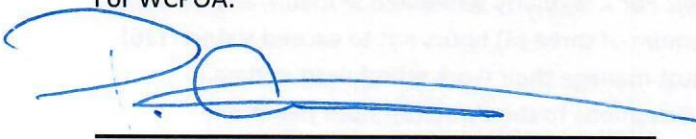
- c. Performing work that represents core functions of the Washington County Jail operations. Such core functions shall include Housing, Intake, Lobby, Inmate Worker Coordinator (IWC), Release, Medical Transports, Hospital Duty, and Classifications. Work not eligible includes Work in Lieu of Jail (WILOJ), Transports, Court Security, Electronic Home Detention (EHD), Search and Rescue, Crisis Negotiation Unit (CNU) Jail Training, Public Information Officer (PIO), Special Events, Honor Guard, Recruitment, Jail Investigator, CERT, or court appearances on your regularly scheduled time off.
 - d. Overtime needs shall be considered at 2.0x rate and approved, by a Jail Sergeant.
2. Except as detailed above in Section 1, all other provisions of the applicable CBAs, recognized past practices and procedures regarding voluntary overtime shall continue to apply.
 3. Nothing herein shall alter any other term of the applicable CBA. This MOA is understood by the parties to be limited in duration, subject to the agreed upon sunset clause below, and shall not establish a status quo for future negotiations.
 4. Any disputes regarding the interpretation or application of this MOA shall be resolved by the Parties using the grievance procedures of the employee's applicable CBA.
 5. This MOA applies to both WCPOA CBAs and shall become effective at the start of the first roster (Shift 1/Day Shift) on August 5, 2023 and shall last for 90 calendar days thereafter unless cancelled or extended by mutual written agreement of the Parties.
 6. In addition to the applicable CBA, for the duration of this MOA is the full and final agreement of the Parties related to the subject of the temporary increase in payment rates when working voluntary overtime.

AGREED to this date, August 3, 2023.

Amendment 6: AGREED to this date: 12/18/2024

The parties mutually agree to extend this agreement until March 28, 2025 (end of pay period 2507). Any qualified double time shifts that are initiated prior to mid-night on March 28, 2025 remain eligible through the end of the double time shift.

For WCPOA:



For the County:

Erin Calvert Digitally signed by Erin Calvert
Date: 2024.12.19 08:54:14 -08'00'
