

# 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 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 payment 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, a 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 an 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.

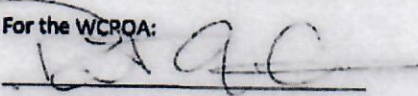


Work not eligible includes Work in Lieu of Jail (WILOJ), Transports, Court Security, Electronic Home Detention (EHD), Search and Rescue, Crisis Negotiations Unit (CNU) Jail Training, Public Information Officer (PIO), Special Events, Honor Guard, Recruitment, Jail Investigator, CERT, or court appearances on your regularly scheduled time off.

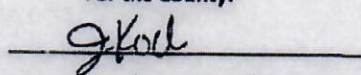
- d. Overtime needs shall be considered at 2.0x rate and approved, by a Jail Sergeant.
2. Except as detailed above in Section 1, all other provisions of the applicable CBAs, recognized past practices and procedures regarding voluntary overtime shall continue to apply.
3. Nothing herein shall alter any 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 ninety (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.

For the WCPOA:

  
PATRICK ACKER  
WCPOA PRESIDENT

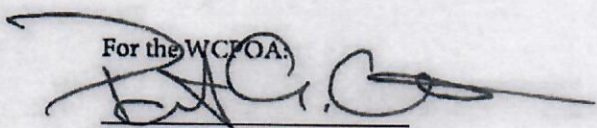
For the County:

  
JOHN KOCH  
UNDERSHERIFF

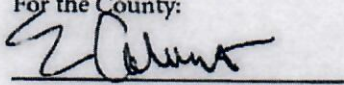
Amendment 1: AGREED to this date, October 30, 2023

The parties mutually agree to extend this agreement until February 2, 2024 (the end of pay period 2403). Any qualified double time shifts that are initiated prior to mid-night on February 2, 2024 remain eligible through the end of the double time shift.

For the WCPOA:

  
PATRICK ACKER  
WCPOA PRESIDENT

For the County:

  
ERIN CALVERT  
ASSISTANT COUNTY ADMINISTRATOR

**Temporary Enhanced Jail Overtime - Memorandum of Agreement**

Amendment 2: AGREED to this date, 01/22/24 —

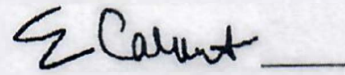
The parties mutually agree to extend this agreement until April 26, 2024 (end of pay period 2409). Any qualified double time shifts that are initiated prior to mid-night on April 26, 2024 remain eligible through the end of the double time shift.

For WCPOA:



Patrick Altieri  
WCPOA President

For County:

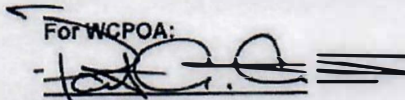


Erin Calvert  
Assistant County Administrator

Amendment 3: AGREED to this date: 4/19/24

The parties mutually agree to extend this agreement until July 5, 2024 (end of pay period 2414). Any qualified double time shifts that are initiated prior to mid-night on July 5, 2024 remain eligible through the end of the double time shift.

For WCPOA:



Patrick Altieri  
WCPOA President

For County:

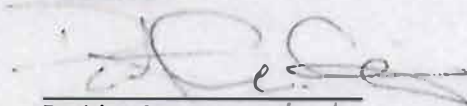


Erin Calvert  
Assistant County Administrator

Amendment 4: AGREED to this date: 6/18/2024

The parties mutually agree to extend this agreement until August 30, 2024 (end of pay period 2418). Any qualified double time shifts that are initiated prior to mid-night on August 30, 2024 remain eligible through the end of the double time shift.

For WCPOA:



Patrick Altieri  
WCPOA President 6/21/24

For County:

Erin Calvert


Digitally signed by Erin Calvert  
Date: 2024.06.21  
12:13:58 -0700'

Erin Calvert  
Assistant County Administrator

Amendment 5: AGREED to this date: 8/28/2024

The parties mutually agree to extend this agreement until January 3, 2025 (end of pay period 2501). Any qualified double time shifts that are initiated prior to mid-night on January 3, 2025 remain eligible through the end of the double time shift.

For WCPOA:



Patrick Altieri  
WCPOA President 8/29/24

For County:

Erin Calvert  
Assistant County Administrator