

MEMORANDUM OF UNDERSTANDING (MOU)

By and Between
The City of Gresham
And
Gresham Police Officers' Association

Re: Limited Term Employment (LTE) and Additional Bargaining Unit Classifications

Background: The Gresham Police Department (GPD) is experiencing staffing challenges and budget shortfalls. In response to these challenges, the City identified hiring employees on limited term bases as a partial solution. The City received grant funds from the American Rescue Act Plan (ARPA), and it has allocated some of those funds to create new positions and hire more employees. The City approached the GPOA about negotiating over mandatory bargaining subjects impacted by the City's hiring of limited term employees (LTE(s)).

Recitals:

- A. The parties contemplated adding collective bargaining agreement (CBA) terms about LTEs when they were engaged in successor CBA negotiations in 2022 but continuing to bargain over this topic would have delayed the implementation of the other successor CBA, so agreement was reached to bargain about these matters outside of the successor CBA.
- B. The parties acknowledge that GPOA does not prefer hiring employees using temporary funding solutions but understands the current staffing crisis can be abated somewhat by the addition of LTE language due to the current financial situation.
- C. The parties negotiated and reached an agreement to add LTE terms to the CBA.

Agreement:

1. This MOU is effective as of the date of the last signing party.
2. At the City's discretion, it may hire non-sworn employees as GPOA bargaining unit employees in LTE positions for a limited term using grant funds, levy funds, and any other funds that have a specific fixed term. With the employment of any LTE pursuant to this MOU, the City will provide GPOA the specific fixed term for the hired LTE.
3. At the City's discretion, it may hire and employ LTEs for a duration of up to two (2) years or up to the extent of the funding source depletion or project completion, whichever is longer, and as described in the fixed term at the time of hiring of the LTE.
4. LTE may be extended beyond two (2) years or beyond the funding source depletion or project completion-if mutually agreed to in writing by both parties at least sixty (60) calendar days prior to the end of the fixed term described at the time of the hiring of the LTE.
5. An LTE must go through a competitive recruitment process prior to being hired for the limited term position they will occupy.
6. The following applies to LTE transitions:
 - a. At the City's discretion, the City may transition an LTE to an open and available regular status position in the same GPOA bargaining unit classification without

- requiring a secondary recruitment and selection process if the City determines the LTE meets the position qualifications.
- b. LTEs that completed their probationary period pursuant to Article 21.4, of the current CBA, prior to being transitioned and without a break in service will not serve another probationary period. Their anniversary date previously established pursuant to Article 21.11 of the current CBA will remain the same.
 - c. Probationary LTEs (employees who are on probationary status at the time of the transition) will continue their probation pursuant to Article 21.4 of the current CBA, without needing to complete a new probationary period. The purpose is for employees to receive credit for time served on probation as an LTE. Their most recent hire date for the subject LTE position will determine their anniversary date pursuant to Article 21.11 of the current CBA.
 - d. Notwithstanding section 8 below, if an LTE is hired into the same GPOA bargaining unit classification, without a break in service and successfully completes (or completed) their probationary period, then the employee will be granted seniority back to the limited term date of their initial hire as an LTE.
 - e. The City will make these LTE transitions with written notice to the GPOA.
7. The parties will follow current CBA Article 1.3—New Classifications if the City creates new classifications and adds them to the GPOA bargaining unit. The established salary grade will be added to the GPOA salary schedule after the GPOA’s deadline to demand to bargain has past or if the GPOA timely demanded to bargain, then after the parties’ compliance with the requirements in current CBA Article 1.3
 8. All terms and conditions of the parties’ current CBA apply to LTEs and will remain in full force and effect as applicable, except as provided in this MOU and except for the following provisions:
 - (a) Article 1.2—Temporary Employees
 - (b) Article 7—Seniority
 - (c) Article 8—Layoff
 - (d) Article 11.8- Lateral Employee PTO
 9. Pursuant to current CBA Article 1.3— New Classifications, the following classification is added to the GPOA bargaining unit under Article —1 Bargaining unit and the City will implement this addition immediately. If the GPOA timely demands to bargain, the parties will negotiate salary grades for the following classification and add the grade to Appendix A — GPOA Salary Schedule.
 - a. Police Community Safety Specialist
 10. If there is a conflict between the terms of this MOU and the CBA, the terms of this MOU will govern.
 11. This MOU constitutes the entire agreement between the parties on the subject matter contained in this MOU and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.
 12. Any amendment to this Agreement must be in writing, signed by authorized representatives of the parties, and must specifically state that it was intended to amend this Agreement.
 13. Disputes arising from this Agreement defer to the grievance process of the parties’ CBA.
 14. This MOU expires upon execution of the next successor CBA unless otherwise

agreed to be continued or terminated early, in writing, by either party.

The parties acknowledge their Agreement with the terms of this MOU by signing below.

City of Gresham:

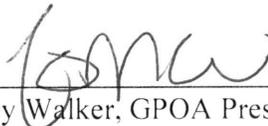


Travis Gullberg, Police Chief

1.20.2023

Date

Gresham Police Officers' Association:



Tommy Walker, GPOA President

1-19-23

Date

Nina Vetter Digitally signed by Nina Vetter
Date: 2023.01.19 13:05:21 -08'00'

Nina Vetter, City Manager

Date

Approved as to Form:

City Attorney's Office

Date