

MEMORANDUM OF AGREEMENT (MOA)

By and Between

The City of Gresham (City)

And

The Gresham Police Officers' Association (Association)

Re: Work Release Time

Background

The purpose of this MOA is to authorize, facilitate, and establish a standard operating protocol for a work release time for employees who meet the requirements detailed below. This MOA along with the Gresham Police Department's (GPD) Mandatory Overtime Policy 938 will address the procedures for work release time.

Agreement

1. The MOA titled Mandatory Overtime Procedures, previously executed on January 31, 2023, and recorded as Contract No. 311781, A3 2022-25 CBA is rescinded and replaced with this MOA Contract No. 311781, A9 2022-2025 CBA.
2. For purposes of this MOA, the term "employee" or "employees" means employees in classifications represented by the Association.
3. The Parties have agreed to this MOA as the procedures related to the work release time as set forth below.

WORK RELEASE TIME

A. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour period shall be guaranteed at least eight (8) hours off before being required to return to active-duty status. The eight (8) hours off is to be a continuous eight (8) hours immediately following the conclusion of the required work.

1. For purposes of this section "required by the City" means:
 - (a) An employee is under subpoena;
 - (b) An employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;
 - (c) An employee is called into work due to their assignment in a specialty assignment such as S.E.R.T, UAS or equivalent call out group;
 - (d) An emergency, which is defined as Acts of God, natural disasters, civil unrest or governmental declaration of emergency;
 - i. If a state of emergency is declared, the Chief of Police, or their designee, must include an operations plan to ensure adequate time off can be achieved for officers, if at all possible.
 - (e) When ordered by a supervisor to work;
 - (f) Mandatory training, when participating as a student;

(g) An employee is scheduled to work their regularly scheduled work shift in conjunction with (A)(1)(a) through (A)(1)(f).

2. Overtime based upon minimum staffing shall not cause an employee to work fifteen (15) or more hours in any twenty-four (24) hour period, except as set forth in (A)(1)(a) through (A)(1)(d).

3. Overtime based on the employee instructing a training class shall not cause that employee to work fifteen (15) or more hours in any twenty-four (24) hour period. An employee designated as a "training instructor" (e.g., firearms, survival skills, PVO, etc.), who is scheduled to work their regularly scheduled work shift will not be scheduled as an "instructor" if it would cause the employee to work more than fifteen (15) hours in a twenty-four (24) hour workday.

4. When practical, prior to working fifteen (15) or more hours in any twenty-four (24) hour period, the employee shall make the on-duty supervisor aware that the employee believes their current work assignment may result in the employee working fifteen (15) or more hours in a twenty-four (24) hour period.

5. The on-duty supervisor has the authority to allow the employee to use PTO hours if more time off is needed for adequate rest before working the rest of their scheduled shift. This exception will be allowed even if it causes the shift staffing to go below minimums.

6. The on-duty supervisor is authorized to backfill any vacancy caused by this work release policy. The supervisor will follow Gresham Police Department's Policy 938.4 to fill the shift minimums until the scheduled employee returns to duty.

B. At the option of an employee who does voluntary work hours/shifts, which would result in an employee working fifteen (15) hours or more in any twenty-four (24) hour period, an employee may waive their right to eight (8) hours off before returning to duty, so long as the employee sends an email or electronic communication to the employee's supervisor indicating the voluntary nature.

In order to effectuate Section A, the following are examples:

Example 1

- Night Shift patrol officer works 2100 to 0700 (ten (10) hours worked). The night shift officer is required to be in court via subpoena on City business as described in Section (A)(1)(a) from 1030 to 1630 hours (six (6) hours worked).
- A total of sixteen (16) hours is worked within a twenty-four (24) hour period, so to get eight (8) hours off from 1630 to 0030 hours; the officer is not due back to work until 0030 hours, and the officer will be compensated from 2100 to 0030 hours as work release leave with pay. The officer will work from 0030 to 0700 hours.

Example 2

- Afternoon Shift patrol officer works 1430 to 0030 (ten (10) hours worked). The patrol officer gets called out for a UAS deployment at 1000 hours on City business as described in Section (A)(1)(c) from 1000 to 1200 (two (2) hours worked.)
- The patrol officer then works their normally scheduled shift from 1430 to 0030 hours.
- This officer is not eligible for work release time because they only worked twelve (12) hours in a twenty-four (24) hour period.

Example 3

- Day Shift patrol officer works 0600 to 1600 (ten (10) hours worked). The patrol officer is then called out for a S.W.A.T. deployment later that night on City business as described in Section (A)(1)(c) from 0100 to 0600 (five (5) hours worked.)
- A total of fifteen (15) hours worked within a twenty-four (24) hour period, so to get eight (8) hours off from 0600 to 1400 hours; the officer is not due back to work until 1400 hours, and the officer will be compensated from 0600 to 1400 hours as work release with pay. The officer will work from 1400 to 1600 hours.

C. This Agreement represents the entire agreement between the Parties. The Parties agree they are not relying on any promises or representations other than what is stated in this Agreement.

IT IS AGREED, this _____ day of _____ 2024.

For the City of Gresham:

For the Gresham Police Officers' Association

Travis Gullberg Digitally signed by Travis Gullberg
Date: 2024.07.29 14:51:05 -07'00'

Matt Galbreath Digitally signed by Matt Galbreath
Date: 2024.07.29 14:41:49 -07'00'

Travis Gullberg, Chief of Police

Matthew Galbreath, GPOA President

APPROVED AS TO FORM

Helen Toloza Digitally signed by Helen Toloza
Date: 2024.07.29 13:29:34
-07'00'

City Attorney or Designee