

## **Memorandum of Agreement (“MOA”)**

By and Between

The City of Gresham (“GPD or City”)

And

Gresham Police Officers’ Association (“GPOA or Association”)

### **Background**

This MOA is mutually agreed upon by the City and the Association. Each referred to as a “Party” and collectively as the “Parties.” This MOA supersedes Addendum and MOA #310618 A8. The purpose of the MOA is to provide a means to retain fully trained employees to provide a viable, experienced and professional workforce while the City recruits applicants and trains newly hired employees.

### **Recitals**

- The City and Association are currently Parties to a 2022-2026 Collective Bargaining Agreement (“CBA”).
- Senate Bill 1049 went into effect on January 1, 2020. One component of Senate Bill 1049 is the temporary lifting on the number of hours a PERS-retired employee can work if the employee is employed by a PERS-participating employer in calendar years 2020-2024. Senate Bill 1049 allows retirees to work for a PERS-participating employer for an unlimited number of hours while continuing to receive their PERS pension benefit.
- House Bill 2296 was signed into law in 2023 and extends the duration of Senate Bill 1049 from 2024 to December 31, 2034.
- Pursuant to ORS 243.650 et seq., the Parties met, bargained, and reached agreement on qualified police department retirees being rehired, in accordance with SB 1049/HB 2296, to perform Association bargaining unit work.

### **Agreement**

As a result of this bargaining, the Parties agree to the following:

1. This MOA covers the rehiring of retirees working in Association bargaining unit positions and/or assignments only.
2. All references to employees and 1049 employees in this MOA are for those employees who retired as Association bargaining unit members.
3. For the duration of this MOA, Background Investigators will not be subject to Article 23(g) of the Parties' CBA. Background Investigators are still governed by all remaining sections of Article 23 and applicable sections of the CBA.
4. Except as otherwise provided in this MOA, 1049 employees are Association bargaining unit members, and the terms of the Parties' CBA applies to 1049 employees. The City's employment of 1049 employees is strictly "at will." 1049 employees are not covered under the Parties' CBA Article 10 for Discipline, and may not grieve any discipline, discharge or termination. The City may end the employment of a 1049 employee at any time. 1049 employees are not guaranteed employment for the duration of this MOA, or the duration specified in the Retiree Offer Letter. In the event of layoffs and/or reductions in force in the Police Department, all 1049 employees will be terminated before any regular Association bargaining unit employee.
5. The Association agrees that 1049 employees may perform bargaining unit work, as negotiated in this MOA, and as outlined in the fully executed Retiree Offer Letter.
6. Effective from the date this MOA is executed by both Parties, an employee, working in an Association bargaining unit position or assignment, who is eligible for full retirement under the applicable laws and rules governing the Oregon Public Employees Retirement System ("PERS") or the Oregon Public Service Retirement Plan ("OPSRP"), and who (1) elects to voluntarily retire from the City in good standing, as determined by the City, and (2) begins collecting retirement benefits at the normal retirement age per ORS 238.280 or ORS 238A.160 through PERS/OPSRP, may request, in writing, to return to employment to perform Association bargaining unit work subject to this MOA. A PERS retiree who retired before the normal retirement age from an Association covered position, who has not worked for any PERS-participating employer for six (6) or more months, may request, in writing, to return to employment to perform Association bargaining unit work subject to this MOA. The City is not required to, but may at its discretion, rehire the retiree.
7. Employment as a 1049 employee must begin after the employee has officially retired as determined by PERS/OPSRP (and applicable laws and rules).
8. The term of employment for a 1049 employee, as outlined in the Retiree Offer Letter, may be up to twenty-four (24) months. The City, GPOA and the 1049 employee may extend the 1049 employee's employment with the City for a maximum of three (3) additional twelve (12) month periods.

9. The maximum number of 1049 employees allowed to be employed at any one time by the City shall be determined by the Chief of Police. However, in no event shall 1049 employees exceed more than ten percent (10%) of the annual authorized FTEs comprising all employees represented by the Association. At no time shall the City rehire more than two (2) employees at the rank of sergeant, at any one time.
10. If the intent to retire notices and employees eligible to be 1049 employees exceed the maximum number of employees allowed to be hired as 1049 employees, GPOA seniority, at the time of retirement, will determine eligibility as to which employee is hired as a 1049 employee when candidates are equally qualified. GPOA seniority is based on the terms as set forth in the GPOA CBA.
11. The terms and conditions of employment for 1049 employees will be governed by the Retiree Offer Letter signed by the City, and the employee. The Association will be provided a contemporaneous copy of any fully executed Retiree Offer Letters.
12. The Parties agree the intent is for the 1049 employee's compensation pay grade and pay step to remain the same, and a 1049 employee's assignment to be similar to what the employee was assigned and paid preceding the employee's retirement. The 1049 employee will be eligible for the semi-annual seniority-based shift sign-up pursuant to the terms of the current GPOA CBA. The 1049 employee will be eligible for overtime consistent with current GPOA CBA terms and practices.
13. The 1049 employee will be treated as a lateral employee and accrue PTO as is outlined in the GPOA CBA Article 11.8. The 1049 employee will be eligible for the annual PTO cash out referenced in Article 11.1 of the current GPOA CBA and will be eligible to cash out their unused PTO time upon separation of rehire, not to exceed the PTO Max Accrual Limit for their respective accrual-grade. The 1049 employee will be treated as a lateral employee and will accrue sick time as is outlined in the GPOA CBA Article 13.5. The 1049 employee will not be eligible to cash out their unused sick time upon separation from the City as a 1049 employee.
14. If the 1049 employee retired from a specialty assignment where the employee had time left in their rotation, the 1049 employee will be eligible to remain in that specialty assignment for the remainder of their rotation upon rehire. For example, a traffic officer who retires from the City with twenty-four (24) months left in their rotation as a traffic officer, would be rehired as a 1049 employee traffic officer, and is eligible to fill that traffic officer assignment for the remainder of the specialty assignment (twenty-four (24) months).
15. While the decision of whether to rehire a retiree under this MOA remains within the discretion of the City, the following are examples of criteria that may disqualify a retiree from being considered for any 1049 employee employment:
  - a. Last Chance Agreement within the past five (5) years of employment;

- b. Work improvement or other corrective action plan within the past three (3) years of employment;
- c. More than one Letter of Reprimand or higher level of disciplinary action within the last two (2) years of employment;
- d. Employee being the subject of a disciplinary investigation that is ongoing or about to commence;
- e. Inability or ineligibility, for any reason, to begin work as a 1049 employee on the date desired by the City; and
- f. Employee has previously rescinded a retirement announcement.

The above referenced criteria apply from the time the employee notifies the City of an intent to retire, and during the period the employee awaits retirement, up to and including the employee's last day of work before retirement.

16. Employees eligible for full PERS/OPSRP retirement and who are retiring at normal age (which are determined by PERS/OPSRP applicable rules and laws) who wish to request 1049 employee employment must submit a written request to the Chief of Police, with a copy to the Association President, at least sixty (60) calendar days prior to the employee's retirement date, if still employed by the City. In the event a retired employee wishes to request 1049 employment post-retirement, the employee must meet all applicable criteria in this MOA. Employees must sign and return to the City the Retiree Offer Letter within fourteen (14) calendar days of receiving the document. The signing of the Retiree Offer Letter shall constitute a notification of the intent to retire on the date specified in the Retiree Offer Letter.
17. Notwithstanding any other terms in this MOA, eligibility for 1049 employee employment will be at the City's discretion for employees who submit a signed Retiree Offer Letter to the City and subsequently rescind their retirement.
18. 1049 employees are not eligible for promotion. If a retired employee was on a promotional list prior to a signed Retiree Offer Letter, the employee's name will be removed from the promotion list.
19. If there is a conflict between the terms of this MOA and the terms of the current CBA, this MOA will govern. If there is a conflict between the terms of this MOA and PERS/OPSRP laws or rules, the applicable PERS/OPSRP laws and rules will prevail.
20. This MOA expires on December 31, 2034, or when HB 2296 expires. None of the terms are subject to ORS 243.756 and the City will not be required to follow the terms of this MOA or status quo pertaining to this MOA upon the expiration of this MOA.

NOW THEREBY, the Parties acknowledge their agreement with the terms of this MOA by signing below.

**City of Gresham:**

**Gresham Police Officers' Association:**

\_\_\_\_\_  
Travis Gullberg, Chief of Police

\_\_\_\_\_  
Matt Galbreath, GPOA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Schmidt, City Manager

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
City Attorney or Designee

\_\_\_\_\_  
Date