

Amended Memorandum of Understanding (MOU)

By and Between

The City of Gresham (City)

and

The Gresham Police Officers' Association (GPOA)

Recitals

WHEREAS, the City and GPOA are Parties to a collective bargaining agreement (CBA) currently in effect through June 30, 2025.

WHEREAS, in 2019 the Oregon Legislative Assembly passed HB 2005, the Paid Family Medical Leave Act (Act), which established a paid family and medical insurance program for employees in Oregon.

WHEREAS, the Act creates a family and medical leave insurance program to provide compensation for time off work to eligible employees, self-employed individuals, and employees of tribal governments, all of which are defined in the Act. The Act provides for contributions by employers and employees as a percentage of wages deducted from payroll.

WHEREAS, the State of Oregon delayed the implementation of the Act until 2023 and the program has been rebranded as Paid Leave Oregon (PLO).

WHEREAS, this MOU serves to memorialize the Parties' impact bargaining stemming from passage of HB 2005 (2019) and the implementation of PLO by the State of Oregon.

NOW THEREFORE, the Parties agree as follows:

Agreement

1. Effective retroactive to January 1, 2023, the City shall cover the employees' portion of the contribution to PLO in the amount of sixty percent (60%) of the total one percent contribution rate determined by the Oregon Employment Department (OED).
2. Per state law, the City will contribute forty percent (40%) of the total one percent contribution rate determined by the OED.
3. The City's "picked-up" employee contribution per Section 1 is taxable and will be recorded and taxed on the employees' statements of earnings and subsequent W2s.
4. Should the percentage contribution rates set forth in number 1 and 2 above be modified by the State or State agencies (e.g. through legislation or statutory changes) in the future, the Parties agree to reopen this MOU for further bargaining. For bargaining timeline purposes, the Parties will follow PECBA's regular bargaining process of 150 calendar days.

5. Employees will be allowed to use their accrued City leave to supplement their PLO benefit. An employee choosing to supplement their PLO leave with accrued City leave will be required to provide the City with a copy of their PLO gross benefit amount prior to using city-accrued leave, as provided to the employee by the OED PLO program and the City will calculate the needed accrual use balance to make the employee whole¹ based upon the base rate gross wages of the employee as provided to the employee by OED.
6. The City will not require that employees exhaust their accrual banks before using PLO leave.
7. Use of PLO benefits will begin on the State's mandated effective date. The City will require that employees follow the PLO notification rules as outlined by the State, providing written thirty (30) calendar days' notice before commencing a period of known family, medical, or safe leave, and providing oral notice within twenty-four (24) hours before the commencement of an emergency period of family, medical, or safe leave, and providing written notice within three (3) calendar days after the commencement of the emergency leave.
8. The City will require that an employee who provides notice for PLO leave disclose whether that leave is for a family, medical, or safe leave purpose. If the PLO leave is for a family member, the City will also require that the employee disclose which family member the leave is for. The City will not require that the employee disclose confidential information, or any other specific information related to why or what the PLO leave is needed for except to determine whether other local, state, and federal leave protections must run concurrently.
9. Upon the request of GPOA's legal counsel, the City will provide all PLO information related to an employee represented by GPOA. The City acknowledges that GPOA's legal counsel is HIPAA compliant, and that PLO information transmitted from the City to GPOA's legal counsel will be held and used in compliance with HIPAA and other applicable privacy laws. GPOA shall defend, save, hold harmless and indemnify the City including its elected officials, agents, officers, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of or relating to a disclosure or use of confidential information by GPOA in breach of this MOU.
10. The City will run PLO leave concurrent with the other protected leaves as required by State law.
11. The City will allow for employees to take PLO leave in single days or by weeks or intermittently as required by State law.
12. The Parties agree that the employees do not lose any of their seniority accrued before the date on which their PLO leave commences as required under ORS 657B.060(3). The Parties also agree that when an employee is on PLO leave, that period of PLO leave will count towards seniority accrual. However, if the employee at some point during their PLO leave takes a leave of absence without pay for more than thirty (30) consecutive

¹ For purposes of this MOU being made whole means being paid up to 100% of the employee's gross wages as determined by the OED.

days, that time spent on unpaid leave will not count towards seniority accrual per the Parties' CBA Article 7.1-Seniority.

13. The Parties agree that the employees do not lose any of their health benefits accrued before the date on which their PLO leave commences as required under ORS 657B.060(3). The Parties also agree that an employee on PLO leave will maintain their existing "health benefits" in accordance with the current CBA and the City's GEM 10 Employee Benefits Policy until the employee's PLO leave ends. Employees on an unprotected, unpaid leave of absence may not be eligible for the City's standard benefits package.²
14. The Parties understand that PLO legislation is not finalized yet. Therefore, the Parties agree to engage in further bargaining and reopen this MOU, if necessary, to discuss mandatory subjects of bargaining and impact bargaining regarding PLO. For bargaining timeline purposes, the Parties will follow PECBA's regular bargaining process of 150 calendar days.
15. This MOU 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 MOU.
16. Any amendments to this MOU must be in writing, signed by authorized representatives of the Parties, and must specifically state that it was intended to amend this MOU.
17. This MOU expires upon execution of the next successor CBA unless otherwise terminated early or extended by mutual written agreement signed by both Parties.

The Parties acknowledge their agreement with the terms of this MOU by signing below.

Travis Gullberg, Chief of Police

Matt Galbreath, GPOA's President

² Employees who do not meet the minimum requirements for the City's standard benefits package may be eligible for Minimum Essential Coverage by the Patient Protection and Affordable Care Act or a specific set of benefits defined in the current CBA.

Approved as to Form

Nina Vetter, City Manager

Mark Makler, GPOA's Counsel

Approved as to Form

City Attorney or Designee