

Memorandum of Understanding (MOU)

By and Between

The City of Gresham

And

Gresham Police Officers' Association

Re: Probationary Period Extension

Background: At the request of the City of Gresham, this Memorandum of Understanding (MOU) is mutually agreed upon by the City of Gresham (City) and the Gresham Police Officers Association (Association). The purpose of the MOU is to provide adequate time to train and evaluate Entry Level Police Officers, by extending their probationary period.

Recitals:

- The Gresham Police Department is experiencing a staffing crisis and is trying to hire any qualified Police Officer applicant, as soon as possible, before the applicant is hired by another agency.
- The Oregon Department of Public Safety Standards and Training (DPSST) has eight (8) Basic Police Academy classes scheduled in 2023 and of those, only one class has open seats (August of 2023).
- Based off the overwhelming need for Police Officers by regional agencies; agencies are hiring qualified applicants without an academy class start date.
- Based on the lack of police academy classes, it reduces the amount of time the City has to evaluate new hires during their probationary period.
- Whereas the parties had previously agreed to the same agreement regarding probation extension, which expired on February 28th, 2023 (Contract # 310618 A12) and the parties wish to renew that agreement outlined below.
- The parties negotiated and reached an agreement to address the impacts of the current hiring practices and the lack of police academy classes.

Agreement:

1. This MOU is retroactively effective from February 28th, 2023, through February 28th, 2025.
2. The 18-month probationary period currently in the CBA in Section 21.4 will be altered so that probation for employees subject to this MOU will have an additional 18-months of probation from the 1st day of the month in which their DPSST Basic Police Academy begins.
3. This agreement only applies to Entry Level Police Officers.
4. The extension of probation will not change the employees' anniversary dates for salary step increases, defined in Article 21.11.
5. All other terms and conditions in Article 21.4 and the parties' collective bargaining agreement shall remain in full force and effect.
6. This MOU does not establish precedent or past practice between the Parties and cannot be relied upon in future disputes as establishing precedent or past practice.
7. This MOU expires on February 28th, 2025, unless otherwise terminated early, in writing, by either party.

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

City of Gresham:

Gresham Police Officers' Association:

Travis Gullberg, Police Chief

Matt Galbreath, President

Date

Date

City Manager

Date

APPROVED AS TO FORM

Gresham City Attorney or Designee

Date