

## Memorandum of Agreement (MOA)

Between

The City of Gresham

And

Gresham Police Officers' Association

**Background:** This Memorandum of Agreement (MOA) and the accompanying template for Contract for Limited Status Employment (CLSE), which is incorporated by reference, is mutually agreed upon by the City of Gresham (City) and the Association. The purpose of the Retire/Rehire 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 current 2019-2022 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.
- Pursuant to ORS 243.650 et seq., the Parties met, bargained, and reached agreement on police department retirees being rehired, in accordance with SB 1049, 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.
2. All references to employees are to those employees who retired as Association bargaining unit members.
3. For purposes of this MOA, an employee working subject to a Contract for Limited Status Employment (CLSE) and this MOA will be referred to as a 1049 Officer, 1049 Sergeant, 1049 Property Technician, 1049 Criminalist, et al, and generally as a 1049 employee as may apply.
4. Except as otherwise provided in this MOA, 1049 employees are Association bargaining unit members and except as indicated in this Agreement or the CLSE, the terms of the Parties' collective bargaining agreement (CBA) applies to 1049 employees. 1049 employees are strictly "at will"-and are not covered under the GPOA Article 10 Discipline, and may not grieve any discipline, discharge or termination.
5. The Association agrees that 1049 employees may perform bargaining unit work, as negotiated

in this MOA, and the incorporated CLSE.

6. Article 23 (Background Investigators) is suspended and is no longer in effect so long as this MOA is effective. For the duration of this MOA, Background Investigators will be 1049 employees and will be subject to the terms of their CLSE.
7. 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 normal retirement age through PERS/OPSRP, may request, in writing, to return to employment to perform Association bargaining unit work subject to this MOA and the terms of the incorporated CLSE, which is executed by the City, GPOA and the Employee. The City is not required to, but may at its discretion, rehire the retiree.
8. Employment as a 1049 employee must begin after the employee has officially retired as determined by PERS/OPSRP (and applicable laws and rules).
9. Subject to Section 9 below, the maximum term of employment for a 1049 employee under the CLSE may be twelve (12) months. The City, GPOA and the 1049 employee may renew the CLSE up to two (2) additional twelve (12) month periods of time; however, the total duration of employment post retirement shall not exceed a maximum of thirty-six (36) months, or until the expiration of this MOA on December 31, 2024.
10. The City may end the CLSE at any time within the CLSE employment period. The CLSE does not guarantee the 1049 employee will work for the entire employment period specified in the CLSE.
11. 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 number more than ten percent (10%) of the annual authorized FTEs comprising all employees represented by the Association.
12. 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, Police Department GPOA seniority, at 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.
13. The terms and conditions of employment for 1049 employees will be governed by the CLSE between the City, GPOA and the employee. The Association will be provided a contemporaneous copy of any CLSE offered to a 1049 employee. The City and the Association will work towards an agreed standard CLSE template for all 1049 employees covered under the CLSE referenced in this MOA. Once a standard CLSE is agreed to between the City and Association, the agreed upon CLSE will be used for all 1049 employees. The City will prepare and finalize the terms of the CLSE to

reflect each 1049 employee's individual circumstances as necessary.

14. 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 Department practices.
15. The 1049 employee will continue to accrue PTO and Sick Leave at the same service level accruals as the employee was earning preceding retirement. The 1049 employee will not be eligible for the annual PTO cash out (referenced in Article 11.1 of the current GPOA CBA). The 1049 employee will not be eligible to cash out their unused PTO or unused Sick-Leave upon separation from the City as a 1049 employee.
16. 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, if rehired as a 1049 employee, rehired as a traffic officer, and is eligible to fill that traffic officer assignment for the remainder of the specialty assignment (twenty-four (24) months).
17. The 1049 employee's employment is "at will." The City may terminate a 1049 employee's employment at any time for any lawful reason. 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.
18. 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;
  - 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.

19. 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 Police Chief, 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 and the Association the CLSE within fourteen (14) calendar days of receiving the document. The signing of the CLSE shall constitute a notification of the intent to retire on the date specified in the CLSE.
20. Notwithstanding any other term in this MOA, eligibility for 1049 employee employment will be at the City's discretion for employees who submit a CLSE to the City and subsequently rescind their retirement.
21. 1049 employees are not eligible for promotion. If a retired employee was on a promotional list prior to the CLSE, the employee's name will be removed from the promotion list.
22. 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.
23. This MOA expires on December 31, 2024. 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.

**City of Gresham:**

**Travis  
Gullberg**

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Travis Gullberg  
Date: 2022.02.07  
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Travis Gullberg, Police Chief      Date

**Gresham Police Officers' Association:**



Thomas Walker, President      Date

**Corbett  
Falls**

Digitally signed by Corbett Falls  
DN: cn=Corbett Falls, o=City of  
Gresham, ou=OGM,  
email=corey.falls@greshamoregon  
gov, c=US  
Date: 2022.02.07 08:45:04 -08'00'

Corey Falls, Deputy City Manager      Date

Approved as to Form:

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City Attorney's Office      Date