

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 Mandatory Overtime Policy 938 will address the procedures for work release time.

Agreement

1. The MOA titled Mandatory Overtime Procedures, previously executed by the parties on May 4, 2021, and recorded as Contract No. 310618 A6 2019-2022, is rescinded and replaced with this MOA Contract No. 311781, A3 2022-25 CBA.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.
 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 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.
 - (d) When ordered by a superior officer to work;
 - (e) Mandatory training, when participating as a student;
 - (f) An employee is scheduled to work their regularly scheduled work shift in conjunction with (A)(1)(a) through (A)(1)(e).

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)(c).
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.) that 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 inform the on-duty sergeant 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. Voluntary work hours/shifts which would result in an employee working fifteen (15) hours or more in any twenty-four (24) hour period may waive their right to eight (8) hours off before returning to duty, so long as the employee sends an email to their supervisor indicating the voluntary nature.

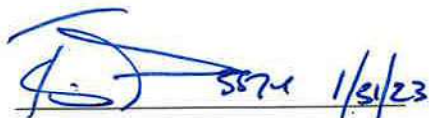
In order to effectuate Section A, the following is an example:

- 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 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.
 - The on-duty Sergeant has the authority to allow the officer 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.
 - The on-duty Sergeant is authorized to backfill any vacancy caused by this Agreement. The Sergeant will follow the Gresham Police Department's Policy 938.4 to fill the shift minimums until the scheduled officer returns to duty.
6. 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.

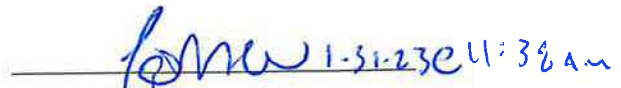
IT IS AGREED, this _____ day of _____ 2022.

For the City of Gresham:

For the Gresham Police Officers' Association



Travis Gullberg, Chief of Police



Tommy Walker, GPOA President

Nina Vetter

Nina Vetter

Digitally signed by Nina
Vetter
Date: 2023.01.31
12:13:38 -08'00'

Nina Vetter, City Manager

Approved as to Form

City Attorney or Designee