

MEMORANDUM OF UNDERSTANDING

By and Between
The City of Gresham (City)
And
Gresham Police Officers' Association (GPOA)

Re: Police Records Specialists and Crime Analysts Position Integration

Background: On April 18, 2022, the GPOA filed a unit clarification petition with the Oregon Employment Relations Board (ERB) requesting to transfer two (2) existing classification specifications, police records specialist series (PRS) and the crime analyst (CA), to the GPOA bargaining unit. On May 17, 2022, the parties entered into an agreement to resolve the petition. In the agreement the City voluntarily recognized the PRS series and CA classifications as belonging in the GPOA bargaining unit. The parties agreed to maintain the status quo for the PRS series and CA classifications until the parties negotiated the integration of the PRS series and CA classifications into the GPOA collective bargaining agreement (CBA).

Recitals:

- A. The parties' current CBA expires on June 30, 2025.
- B. This MOU incorporates terms into the parties' current CBA to address the addition of the PRS series and CA classifications to the GPOA bargaining unit.
- C. The parties agree to modify or add to the current CBA as set forth below.

Agreement:

1. This MOU is effective as of the date of the last signing party.
2. Section 7.4 (Semi-Annual Shift Assignments) of the current CBA shall also apply to Police Records Specialist, Police Records Specialist Senior, Police Records Specialist Trainee, Police Crime Analyst and Police Community Safety Specialist classifications.
3. A Non-Sworn employee temporarily assigned to perform the duties of a higher classification (such as AIC supervisor/ manager or a PRS working as a PRS Senior) shall be considered working out of classification. When such assignment is performed by a non-sworn employee, the employee shall be eligible for premium pay for all time worked out of their classification. The premium pay shall be five percent (5%) of the employee's regular base pay.
 - a. Working out of class assignments must be made by a supervisor or manager, in writing, within the organizational unit where the work is performed. The GPOA President or designee will be provided a copy of any work out of class assignment(s).

- b. Working Out of Class Assignments are temporary in nature and non-sworn employees will not work out of their classification for more than six (6) months unless an extension is mutually agreed to, in writing, by the City and the GPOA.
 - c. Any non-sworn employee working out of classification as a manager, shall remain a member of the GPOA during their temporary assignment, but shall assume all ordered duties and responsibilities of other managers of similar rank, for the duration of the assignment.
4. All bargaining unit employees who are currently in the Police Records Specialist Trainee classification will be reclassified to the Police Records Specialist classification and receive a step increase upon completion of their requisite probationary period.
5. The following bargaining unit employees will be retroactively reclassified to the Police Records Specialist classification and receive a step increase from the end of their respective probationary periods as follows:
 - a. **Daniel Paredes:** Reclassified to Police Records Specialist and a step increase to step 3 as of June 20, 2023. At the execution of this MOU, the employee will receive pay retroactively for this classification and the step increase from June 20, 2023.
 - b. **Kathryn Northington:** Reclassified to Police Records Specialist and a step increase to step 3 as of July 5, 2023. At the execution of this MOU, the employee will receive pay retroactively for this classification and the step increase from July 5, 2023.
 - c. **Sierra Lyons-Allmon:** Upon successful completion of probation, will be reclassified to Police Records Specialist and a step increase to step 2 at the successful completion of their probationary period.
6. This MOU constitutes the entire agreement between the parties on the subject matter contained in this MOU and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.
7. Any amendment 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.
8. Disputes arising from this MOU shall be resolved through the grievance process of the parties' current CBA.
9. This MOU expires upon execution of the next successor CBA 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:

/s/ Travis Gullberg
Travis Gullberg, Police Chief

/s/ Matt Galbreath
Matt Galbreath, President

10/25/2023
Date

10/18/2023
Date

/s/ Nina Vetter
Nina Vetter, City Manger

11/06/2023
Date

Approved as to Form:

/s/ Sherisa Davis-Larry
City Attorney's Office

11/14/2023
Date