

Memorandum of Understanding (MOU)

By and Between

The City of Gresham

And

Gresham Police Officers' Association

Re: Interim Police Officer Hiring Bonus Program

Recitals

WHEREAS, the City and GPOA recognize that recruitment for police officers is at a record low period both nationally and in the state and the City's Police Department is experiencing an unprecedented vacancy rate.

WHEREAS, the City and the GPOA acknowledge that other agencies within the state are offering new hire bonuses to attract qualified personnel and the City needs to remain competitive in attracting new applicants.

WHEREAS, the City of Gresham Police Department has the same need to attract qualified police officers and will use hiring bonuses only for an interim period.

NOW THEREFORE, the parties have reached an agreement as to an interim police officer hiring bonus program for new police officer hires, including new recruits and new lateral officers from other agencies, and the parties' agreement is reduced to writing as set forth in this MOU below:

Agreement

- 1) The MOA titled Interim Police Officer Hiring Incentives previously executed by the parties, dated March 3, 2022, and recorded as Contract No. 310618, A10 2019-22 CBA is rescinded and replaced with this MOU Contract No. 311781, A1 2022-25 CBA. This Agreement is retroactively effective from September 29, 2022.
- 2) The rule of construction that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Timelines are defined as the following: 2 calendar weeks is defined as 14 calendar days; 3 calendar months is defined as 91 calendar days, all starting from the first date of employment/start date.

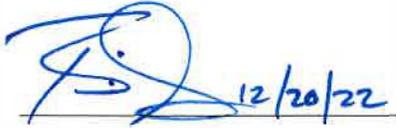
- 3) Per the terms of this Agreement a new police officer recruit is defined as an individual with no seniority, GPD required training, and no qualifying experience as a sworn police officer represented by the GPOA. A new lateral police officer is defined as an individual transferring from another law enforcement agency with no seniority as a sworn police officer with the GPOA but with limited experience as a sworn police officer in Oregon or another state. The definitions under this Agreement will not adversely affect other recognized incentives under the parties' collective bargaining agreement.
- 4) Effective November 1st, 2022, a new lateral police officer with prior GPD experience will not be eligible to receive a hiring bonus.
- 5) While this Agreement is in effect, the City of Gresham Police Department will offer new police officer recruits with no GPOA bargaining unit seniority and no experience, a hiring bonus of \$6,000. \$3,000 will be advanced to the new police officer recruit upon successful completion of the Police Academy and an additional \$3,000 will be provided upon successful completion of probation.
- 6) While this Agreement is in effect, the City of Gresham Police Department will offer new lateral police officers with no GPOA bargaining unit seniority but with limited experience as a sworn police officer, a hiring bonus of \$6,000. \$3,000 will be advanced to the new lateral police officer upon successful completion of three (3) calendar months of employment and an additional \$3,000 will be provided upon successful completion of probation.
- 7) The hiring bonus will be offered on the new employee's first day of employment and agreed to in a Hiring Bonus Program Agreement form.
- 8) The hiring bonus will be issued by Payroll in the employee's regular paycheck after each milestone is met and is considered a non-discretionary one-time bonus that will factor into the regular rate of pay for overtime purposes and be subject to all regular payroll taxes.
- 9) New police officer recruits and new lateral police officers who receive a hiring bonus and separate from the City for any reason, including but not limited to resignation, discharge, or termination before they successfully complete probation will be required to reimburse the City the full amount of the first installment of the hiring bonus (i.e., \$3,000). The amount owed will be taken from the employee's final paycheck or any severance payment, subject to wage and hour requirements as outlined and agreed to in the Hiring Bonus Program Agreement form. Any amount owed that is not covered by the final paycheck or any severance payment shall be paid to the City within 45 calendar days unless other repayment terms are made with Payroll. The City may take action to collect any unpaid amount if necessary, including but not limited to utilizing the court system or a collection agency.

- 10) Exceptions to the reimbursement requirement may be possible under special or emergency conditions and will require the Deputy City Manager's approval.
- 11) Approval to offer a hiring bonus is required by the Police Chief and the Director of Human Resources prior to initiating a recruitment/selection process and will be incorporated into the Position Requisition.
- 12) Completion of a Hiring Bonus Program Agreement form, including signatures by the Police Chief and the employee, must be forwarded to the Director of Human Resources within two (2) weeks after the employment start date. Human Resources will work with Payroll to get the hiring bonus payments scheduled.
- 13) This MOU will remain in force based on operational need as determined solely by the City. The GPOA acknowledges that the City has the right, in its sole discretion, to stop offering hiring bonuses to new hires under this MOU at any time without notice to the GPOA. As such, the GPOA expressly and voluntarily waives its right to bargain over all mandatory bargaining subjects pertaining to the decision or impact related to the City's decision to stop offering hiring bonuses. This waiver of the right to bargain supersedes any language in the parties' collective bargaining agreement and applies to both decisions and impacts implicating mandatory bargaining subjects.
- 14) To aid the City of Gresham Police Department's recruitment efforts for new police officers, the City will provide a temporary police officer referral bonus program. The referral bonus program will only be one of the mechanisms used by the City to recruit new police officers. The City will also use mechanisms that include, but are not limited to online job postings, social media outreach, and recruitment videos. The referral bonus program is open to City of Gresham employees and the community. If the referred person becomes a police officer with the City of Gresham Police Department, the individual that made the referral will receive a check for \$1,000.
- 15) 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.

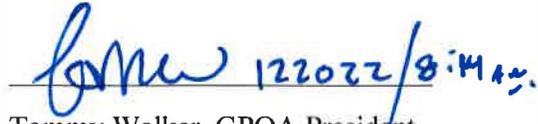
IT IS AGREED, this ____ day of _____, 2022.

For the City of Gresham:

For the Gresham Police Officers' Association:



Travis Gullberg, Police Chief



Tommy Walker, GPOA President

Nina Vetter

Nina Vetter, City Manager

Approved as to Form:

City Attorney or Designee

HIRING BONUS PROGRAM AGREEMENT

Between Employee and City of Gresham

The City of Gresham agrees to pay a hiring bonus to (Employee Name) in the total amount of \$6,000.00 based on acceptance of employment starting (Start Date) as a [new recruit] [lateral] Police Officer with the Gresham Police Department and meeting certain milestones outlined in an MOU with the GPOA titled, "Interim Police Officer Hiring Bonus Program" described below for convenience. Note, the terms in the parties' MOU shall take precedence over any supplemental or conflicting terms or conditions in the "Hiring Bonus Program Agreement."

Hiring Bonus Program Reimbursement Terms

The interim police officer hiring bonus program will be split into two (2) even payments. For new police officer recruits the first installment in the amount of \$3,000 will be in the employee's regular paycheck after successful completion of the Police Academy. For new lateral police officers, the first installment in the amount of \$3,000.00 will be in the employee's regular paycheck after completion of three (3) months of employment at the City. The second installment in the amount of \$3,000 is payable in the employee's regular paycheck for new police officer recruits and new lateral police officers after successful completion of the employee's probationary period. The hiring bonus is considered compensation and all regular payroll taxes will be deducted prior to payment.

In the event the employee separates for any reason from the City during their probationary period, including but not limited to resignation, discharge, or termination the employee will be required to reimburse the City the full amount of the first installment of the hiring bonus for \$3,000.00.

By signing this hiring bonus agreement, the employee authorizes the City to deduct the amount owed for leaving employment early from any severance and/or other final pay, subject to applicable laws, and acknowledges the City has a right to make such deductions pursuant to its CBA with the GPOA. If there is any amount remaining after such deduction, employee shall repay the remaining amount within 45 calendar days of the employee leaving the position, unless a payment plan is arranged with the Payroll Department, or unless an exception to the reimbursement requirement is made at the discretion of the Director of Human Resources. The employee acknowledges the City has a right to take legal action to collect any unpaid amount if necessary, including but not limited to utilizing the court system or a collection agency.

Employee Signature

Date

Police Chief Signature

Date