

Memorandum of Understanding

This Memorandum of Understanding (MOU) is by and between the City of Molalla (City) and the Clackamas County Peace Officers' Association on behalf of its Police and Sergeants bargaining units (CCPOA).

Recitals

A. The City and CCPOA are parties to a collective bargaining for certain police employees effective July 1, 2024 through June 30, 2027 (CBA).

B. The City and CCPOA are also parties to a collective bargaining agreement for Sergeants effective July 1, 2024 through June 30, 2027 (Sergeants CBA).

D. The City and CCPOA wish to add language to the Police Officer CBA and the Sergeants CBA related to a newly developed Retire/Rehire program, and agree as follows:

1. Retire/Rehire program:

A. Employee must provide written notice of their intent to be considered for a work back at least 30 calendar days prior to their retirement date. In an effort to allow the City additional time to consider the request, retiring employees may submit their written notice to be considered for a work back up to 90 days prior to their retirement date.

B. The parties recognize that there can be a large time lag between retirements and hiring new employees to meet operational need. The intent of this program is to improve the efficiency with attrition and maintaining qualified staffing levels. Thus, as soon as the position filled by a rehired retiree is filled by a regular employee, the City may end the employment of the rehired retiree. The City will provide at least fourteen (14) days written notice prior to the rehire retire position ending.

C. For DPSST certified and non-certified, employees who provide at least thirty (30) days' notice of commitment to retire under PERS or OPSRP, the City, at its discretion, may offer the opportunity to return to work to employees who have officially retired from the City and submitted their retirement to PERS,

in accordance with PERS rules. The City may end the Rehire Period at its discretion at any time. Within thirty (30) days of notice from the employee, the City will give notice to the employee that they are selected for the program. The City's decision to not select an employee for the Retire/Rehire program is not subject to the grievance procedure. An employee who is not selected for the Retire/Rehire program may withdraw their notice to retire within thirty (30) days of the City's notice of non-selection and the conditions of the program will not apply to that employee.

D. Employees selected for the Retire/Rehire program are subject to the following:

1. Upon retirement and rehire into the retire/rehire program, the retire/rehire employee:

- a) Loses seniority for the purpose of overtime bidding (seniority within the employee's assigned job/classification resets to the employee's hire date into the retire/rehire program);

- b) Retains seniority for the purpose of shift and days-off bidding for the first 180 calendar days of that employee's initial date of hire into the retire/rehire program (seniority within the employee's assigned job/classification is maintained and based on the date previously used prior to the employee's retirement.) After those first 180 calendar days, the retire/rehire employee is allowed to complete any remaining shift bid time with no change to seniority. However, for the purpose of any future shift bid/days off selection that occurs after the initial 180 calendar days, the employee's seniority within the employee's assigned job/classification resets to the employee's hire date into the retire/rehire program;

- c) Employee's may elect to retain their rank for the first 180 calendar days from that employee's initial date of hire into the retire/rehire program. However after the first 180 calendar days from the date of the employee's retire/rehire date, the employee will move to the

rank of Officer for the remainder of their time within the retire/rehire program.

d) Retains seniority for the purpose of any and all seniority based pay premiums under the CBA (seniority within the employee's assigned job/classification is maintained and based on the date previously used prior to the employee's retirement, not the date of hire into the retire/rehire program).

2. Employee will have no more than five (5) calendar days off between retirement and returning to work to initiate the new employment relationship.
3. Employee will be eligible to receive Health and Welfare benefits as set forth in this Agreement.
4. Employee will be an Association member with limited benefits:
 - a. Employee will be afforded the rights as provided per this Agreement for alleged disciplinary investigations and actions, however, employee retains no rights to grieve discipline or discharge past the Chief review step of the grievance process, with final decision by the Chief. The City may end employment for operational need not related to discipline and layoff and recall provisions of the CBA and City Code will not apply. If the investigation or grievance process exceeds the employment period, the employment status ends even if the investigation or grievance process is unresolved.
 - b. Employee may be returned to any previously held specialty assignment subject to operational need. The City shall begin the process of filling the specialty assignment held by the retire/rehire employee at the time of initial retirement with a regular employee. Employee will earn compensation including incentives as applicable for the assigned work. The City, at its discretion, may suspend an employee's specialty assignment.
 - c. Sick Leave will be earned and used consistent with Oregon Paid Sick Leave law and this Agreement.

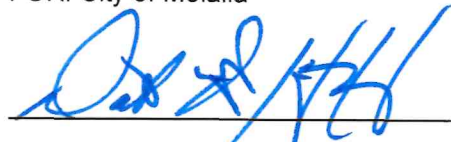
- d. Employee is eligible for Holiday pay for those Holidays worked as provided by this Agreement, however, will not be eligible for accruing holiday time per Article 14 section 1 of the Agreement.
- e. Employee will not earn any additional leave accruals for the entirety of their workback except for four (4) personal leave days to be credited at the beginning of the rehire. These personal leave days have no value upon separation of employment. Employee may also request time off without pay subject to management approval.
- f. Employee is not eligible for compensatory time accrual. All overtime worked will be compensated at 1.5 times the employee's hourly pay rate.
- g. Employee is not eligible for tuition reimbursement.
- h. Employee is eligible for all terms and conditions of this Agreement unless otherwise provided above.

E. Upon receiving such notice from an individual employee, the City will initiate hiring to adjust for the appropriate staffing level as determined by the City.

3. All other provisions of the Officers' CBA and Sergeants CBA remain unchanged.

4. This MOU is effective immediately upon signature of all parties below.

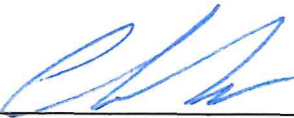
FOR: City of Molalla



Dan Huff, City Manager

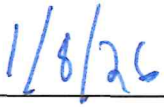
Date

1-8-25

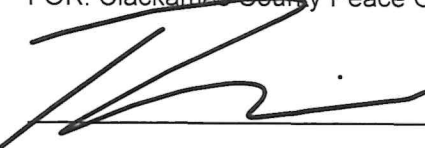


Chris Long, Police Chief

Date



FOR: ~~Clackamas County~~ Peace Officers' Association



Ben Wiley, CCPOA President

Date

1/7/2025