



**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF GRESHAM AND
TEAMSTERS LOCAL 223**

Background: The Teamsters filed a grievance on April 5, 2019 contesting the non-payment of regular scheduled work hours when an emergency shift change was executed 4.5 hours into the employee's regularly scheduled work shift of nine hours on March 5, 2019. The emergency shift change resulted in three employees being sent home to rest in order to return that same night to complete a shift change shift. The grievance was withdrawn by the Union on June 6, 2019, in exchange for working on a language solution in labor management. This MOA is a result of the Parties' agreement reached in a labor management meeting held on September 5, 2019.

Recitals:

The City and Teamsters are currently parties to their 2018-2021 collective bargaining agreement. The Parties met, bargained, and reached agreement on the following language change to Article S.S.

Agreement: As a result of this bargaining, the Parties agree to the following:

The language in Article 5.5 (Work Schedules) is modified as follows:

5.5 Work Schedules> Work schedules showing workdays, shift assignments, and work hours will be posted in advance by the City on bulletin boards at the employees' reporting place of work. The City will change established work schedules only after 48 hours' advance notice is given to the employees and the Union. ~~which is defined as a situation beyond the reasonable control of the City which cannot be anticipated.~~ Employees in the classifications of Police Records Specialist I and Police Records Specialist II shall be given seven (7) calendar days advance notice of change in regularly scheduled days off subject to the same provisions applying to the 48-hour notice above. Any employee shall have the right to waive any of the above notice requirements.

The City is not required to give 48 hours' advance notice to employees or the Union in an emergency, which is defined as a situation beyond the reasonable control of the City which cannot be anticipated. If the City changes an employee's work schedule after the employee has started their shift and the change requires the employee to return to work the same day to start a new shift, then the City will pay the employee for the remaining hours not worked during their scheduled shift. The remaining hours paid will be at the employee's normal straight time rate up to no more than the remaining scheduled hours.

For example, if employee A, whose normal rate is \$20 per hour, is scheduled to work eight (8) hours on Monday from 8:00 a.m. to 5:00 p.m. with a one hour meal period, and at 11:00 a.m. the City ends the employee's shift and requires the employee to return to work to start a new shift from 6:00 p.m. to 1:00 a.m., then the City will pay the employee \$100 (5 x \$20) for the remaining hours the employee did not work.

The terms of this Agreement are effective on November 1, 2019, or upon execution of signatures, whichever is later.

By signing below, the parties agree to incorporate the terms of this MOA into the current Collective Bargaining Agreement between the City and the Teamsters Local 223.

For the City:

/s/ Karen Pearson
Karen Pearson, HR Director
Representative

For the Union:

/s/ Karine Trowbridge
Karine Trowbridge, Teamster Labor