

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF GRESHAM AND  
TEAMSTERS LOCAL 223  
Re: Fleet Division Employee Status Conversion**

**Background.** The City's Fleet Division in the Community Development & City Services Department provides fleet maintenance to City owned vehicles, including Fire and Emergency Services (FES) apparatuses, police vehicles and public works heavy equipment. In an MOU dated April 19, 2017 the parties agreed to outsource servicing of FES apparatuses to a private entity, Hughes Fire Equipment. This was to allow time for the City's Fleet Division to relocate to a larger fleet shop area, hire and train new mechanics to attain an optimal staffing level and improve mechanic professional certifications.

The City's Fleet Division has made improvements to staffing and servicing standards and will resume serving all FES apparatuses July 1, 2020. These staffing improvements include the addition of two Vehicle Mechanic 2' s and one Fleet Parts Specialist hired between June 2018 and September 2018 as limited term employees.

The City Manager ' s proposed FY 2020-21 budget was approved by the Budget Committee on April 28, 2020 and includes the capacity for regular status positions intended to allow the ability of these limited term mechanics and parts specialist to compete for regular FTE positions.

**Recitals.**

1. This MOU is effective on July 1, 2020.
2. The City is completing their contractual obligation with Hughes Fire Servicing for outsourced FES Apparatus maintenance and repair and will be returning servicing of all Fire equipment to the City's Central Fleet shop as of July 1, 2020.
3. The City hired [REDACTED] and [REDACTED] as limited term Vehicle Mechanic 2's from a competitive, externally posted, recruitment.
4. The City hired [REDACTED] as a limited term Fleet Parts Specialist from a competitive, externally posted recruitment.
5. The City's approved budget for Fiscal Year 2020-21 provides the ability to transition these three (3) limited term positions into regular allocated FTE positions.
6. The parties do not see a benefit to requiring these three employees to re-apply and compete for regular status employment for the same positions they currently hold as limited term employees.
7. The City and the Union bargained and as a result have entered into this MOU to facilitate a smooth transition for the two Vehicle Mechanic 2's and the one Fleet Parts Specialist to regular employment with the City.

**Agreement.** The parties met and mutually agree to the following:

1. The City will transition the three (3) limited term employees in the Fleet Division to regular FTE budgeted allocated positions effective July 1, 2020. The employees' employment status will change to regular FTE status.
2. The City will not require a second open competitive recruitment to transition these three employees to regular status.
3. Article 15 of the parties' CBA will not apply to the three employees. The three employees will not be required to serve a probationary period.
4. The three employees will receive seniority for their classification back to their limited term hire date per Article 14 of the collective bargaining agreement.
5. Payroll will update the City's [name of system] system to reflect that the employee's' limited term annual salary adjustment date will become the employees' regular merit anniversary date for eligibility for 4% merit increase progression. The next merit anniversary dates for the three employees are as listed below and will occur annually on the same month until the employee reaches the maximum of the salary range:
  - [REDACTED] 7-1-2020
  - [REDACTED] 12-1-2020
  - [REDACTED] 10-1-2020
6. All other terms and conditions in the parties' collective bargaining agreement shall remain in full force and effect. The parties agree that this MOU does not establish a precedent nor will it be a reference point for past practice.
7. This MOU expires when both parties have complied with the terms of this Agreement.

The Parties acknowledge their Agreement with the terms of this MOU by signing below.

For the City:

/s/ Karen Pearson

Karen Pearson, HR Director

For the Union:

/s/ Karine Trowbridge

Karine Trowbridge, Teamster Labor Representative

Approved as to form:

/s/ Sherisa Davis-Larry

Sherisa Davis-Larry, City Attorney's Office

Date: July 10, 2020