

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF GRESHAM
AND
TEAMSTERS LOCAL 223
Re: Break in Service

Background: On occasion an employee leaves City employment and is rehired at a later date. The Parties' collective bargaining agreement does not address providing credit for prior service time. Neither does the agreement define the time period within which a separated employee must return to City employment to be eligible for service credit, specifically as it impacts PTO accrual or other benefits.

The Parties wish to specify the circumstances under which an employee who leaves employment with the City may be given credit for past service when rehired and to set parameters on how leave accruals, seniority, probationary periods, wage increases, and other conditions of employment as described in this MOA will be impacted in such circumstances.

Recitals:

- The City and Teamsters are parties to their 2018-2021 collective bargaining agreement (CBA).
- The Parties met, bargained, and reached agreement on the following modifications and additions to the CBA.
- The Parties intend to apply the terms of the MOA retroactively to January 1, 2020.

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

1. This MOA is effective on the date of the last signing party and applies retroactive to January 1, 2020, for existing employees whose departure and return to service fall within the parameters of this MOA.
2. An employee in regular or limited term status who leaves City employment and is later rehired by the City into a regular or limited term status position in the Teamsters bargaining unit may have prior accrued service credit applied toward their service date if they are rehired within the timeframes provided in Section 4. Employment as a temporary, seasonal, or in less than half-time status is not eligible for service credit.
3. The service date adjusts an original hire date for any time in which the employee was not employed by the City or was in temporary, seasonal, or in less than half-time status (see paragraph 2 above). The service date governs eligibility for PTO accrual levels and other benefits.
4. Employees rehired within the following timeframes will have their past service credited for purposes of PTO accrual pursuant to Article 8.1 so that they are placed at the PTO accrual rate they attained prior to separation from City service:
 - a. 18 months if separation occurred due to involuntary termination, including layoff, end of limited term, abolishment of a position, reorganization or other reason not reflecting discredit upon the employee, or

- b. 12 months if separation occurred due to voluntary resignation from employment and the employee was not the subject of an ongoing or impending disciplinary investigation.
5. Probationary periods:
 - a. Rehired employees returning to the same classification from which they left employment will not serve a new probationary period if they had previously attained regular status in that classification prior to separation.
 - b. Rehired employees returning to the same classification from which they left employment who had not completed their probationary period will serve the number of days remaining in their probationary period at the time they left employment.
 - c. Rehired employees returning to a different classification will serve a full probationary period as required for the position to which they are hired.
 - d. Employees returning to City employment beyond the timeframes in Section 4 will be required to complete a new probationary period and will be subject to Article 15 as a new employee.
6. Previously accrued unused sick leave banks will be restored pursuant to state law.
7. The City will use the rehired employee's adjusted service date for the following:
 - a. Service awards
 - b. Floating holiday leave accrual pursuant to Article 9.2
 - c. Sick leave abuse pursuant to Article 10.6
8. Rehired employees returning to the same classification from which they left employment will have their annual merit increase date extended by the period of time they were separated from the City.

Example: Employee's annual merit increase date is 5/16/21. Employee resigns effective 5/1/21 and is rehired effective 12/1/21. Employee was gone for exactly 7 months, so that 7 months extends (is added to) the previous 5/16/21 annual merit increase to 12/16/21. The annual merit increase date is reset at that point and will remain 12/16 annually until the top of the range is reached.
9. The City will use the employee's most recent hire date (and will not apply service credit) for seniority pursuant to Articles 13.5 and 14.
10. This MOA applies to employees rehired on or after April 1, 2021 and to the employees listed in Exhibit 1 that have been identified as current regular status or LTE status employees with a break in service in their employment history that is within the timeframes of Section 4. This MOA does not apply to employees who are rehired after retiring from City employment. This MOA is not intended to change the parties' agreement in Article 13.5--Layoff.
11. This MOA represents the entire agreement between the parties and supersedes any policies, rules, or practices which are contrary to or inconsistent with these terms. The

Parties agree they are not relying on any promises or representations other than what is stated in this MOA.

12. This MOA expires on June 30, 2022. The Parties agree to incorporate the terms of this MOA into the current collective bargaining agreement between the City and Teamsters.

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

For the City:

/s/ Karen Pearson
Karen Pearson, HR Director
Date: 5/26/2021

For the Union:

/s/ Karine Trowbridge
Karine Trowbridge, Labor Representative
Date: 5/26/2021

/s/ David Clyne
David Clyne, City Manager pro tem
Date: 5/26/2021

Approved as to form:

/s/ Sherisa Davis-Larry
Sherisa Davis-Larry, Senior Asst City Attorney

Exhibit 1
Memorandum of Understanding
Re: Break in Service

Employee Name	Original "Benefits Eligible" Hire Date (OHD)	Separation Date	Rehire Date	Reason	Time Adjust to OHD for Separation Duration	Service Date (adjusted)
[REDACTED]	10-7-2014 at .40 FTE 11-3-2014 at .50 FTE	5-7-2015	8-10-2015	Resignation – Voluntary	3 M, 3 D	2-6-2015
[REDACTED]	4-3-2006	10-5-2012	10-15-2013	LTE end	12 M, 10 D	4-13-2007
[REDACTED]	1-13-2014 (to GU)	1-4-2016 (promotion to GPOA and separation from GPOA on 9-22-16)	12-19-2016 (rehire to GU)	Resignation -Voluntary	2 M, 26 D	4-8-2014