

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

RE: P UW II Temporary Loss of CDL License

Background: The classification of Public Utility Worker (PUW) II requires incumbents to possess and maintain a valid Class A Commercial Driver's License (CDL) and drive heavy equipment on the job. If an employee is convicted of a driving offense such as Driving Under the Influence of Intoxicants (DUII), they face loss of employment for inability to perform an essential job requirement. The parties wish to enter into an agreement that provides a process for continued employment during a suspended CDL license period, subject to strictly defined and limited situations.

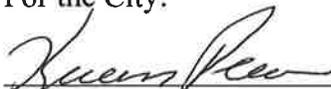
The parties met and mutually agree to the following to address this situation:

1. If a PUW II whose job responsibilities include the requirement to drive and maintain a CDL has his/her CDL suspended or revoked for a defined and temporary amount of time due to a conviction for DUII, the City may offer that employee a voluntary demotion under a last chance agreement until the employee regains the ability to drive on the job without requiring installation of an ignition interlock device (IID) in City vehicles. To be eligible for the benefits of this MOU, the employee shall be eligible to drive on the job without an IID within one year or less from the date of conviction. The demotion will be considered discipline. The employee's pay will be set at the top step of the PUW I classification. The employee must also voluntarily agree, under the terms of the LCA, to be subject to reasonable suspicion drug and alcohol testing until he or she no longer has any restrictions on his/her CDL. Such testing will be in addition to any other testing required under City policy, CBA, by a Court, State or Federal law, etc.
2. While an employee is serving as a PUW I, s/he is not eligible for on-call status or emergency call out overtime. The employee is also not eligible to receive merit increases until the first merit anniversary date following the date the employee no longer has any restrictions or consequences resulting from the DUII.
3. The employee will not be eligible for promotional opportunities that have a CDL requirement until the employee does not have any more restrictions on his/her CDL. For example, an employee who is able to regain a restricted CDL, but still requires an IID exemption to operate city vehicles is not eligible to apply for such promotional opportunities.
4. If/when the employee returns to the position of PUW II, the employee will be placed at his/her last salary rate as a PUW II with any COLAs that have occurred since the demotion. If the employee is still in progression, s/he will become eligible for merit increases again as outlined in paragraph 2 above. For example, an employee who has been returned to their PUW II position and still requires a DMV IID exemption to drive on the job is not eligible for a merit increase on his/her merit anniversary date unless it follows the date on which the DMV exemption is no longer required and all other restrictions resulting from the DUII are removed.

5. Since the ability to demote one classification lower with minimal impact to department operations is unique to the PUW I/II positions, this option shall only be available for PUW IIs to demote to a non-driving position that does not require a CDL in the classification of PUW I. Employees in other City classifications requiring a CDL licensure are not eligible under this MOU. PUW IIs serving as a lead are also not eligible for the agreements/benefits under this MOU and will be subject to the regular disciplinary process.
6. Only off-duty offenses are eligible for the agreements under this MOU. The parties agree that offenses committed while on duty are not subject to this MOU and are subject to the regular disciplinary process.
7. The CDL license suspension must not exceed one year in length from the date of conviction. The PUW II must regain CDL privileges without requiring installation of an IID to operate any City-owned vehicle within 12 months of conviction, which may require a DMV Ignition Interlock exemption depending on the terms of the suspension.
8. To be eligible for the benefits in this MOU, the PUW II must have:
 - a. been employed a minimum of five continuous years in regular and/or limited-term status at the City in the classification of PUW II immediately prior to the temporary loss of their CDL license. Temporary and/or seasonal status does not apply toward this minimum employment length; and
 - b. had satisfactory job performance as indicated by (1) having no below target ratings on their last five completed performance evaluations; (2) not currently being on a performance improvement plan, and not having been on a performance improvement plan in the last five years; (3) having received no documented counselings, letters of expectation or matters of discipline, including written reprimands or above, in the past five years and (4) did not violate any other City rules other than the inability to perform the duties of the position.
9. There must be enough non-driving work available within the affected employee's own division to accommodate the employee as a PUW I during the one-year or less suspended license period without hardship to the business and operational delivery, and without disproportionally placing workload on other PUW IIs who have their CDL. The City must also have enough PUW IIs with a CDL to efficiently carry out the work of the affected division. The City shall have the sole authority to decide whether it can operationally accommodate a PUW II as a PUW I for a year (or less) under this MOU. Additionally, the City has sole authority to decide not to place an otherwise eligible employee in a PUW I position under the terms of this MOU if it, again in its sole discretion, decides (a) doing so would or could harm the reputation of the City or public trust in the City, if it is or were made public, based upon the severity or particular facts of the DUII incident, or (b) the employee likely committed other rule violation(s) in addition to not being able to perform the duties of the position.
10. The employee must not receive any additional moving or other violations that would add to, or expand, the initial CDL license suspension.
11. If the employee has restricted driving privileges after one year, including but not limited to the installation of an IID, the State DMV must approve an exemption of the IID that allows the employee to drive during work hours without an IID. If the exemption is not approved by the DMV, the employee's employment shall be terminated.

12. In order to be eligible and continue to be eligible for the benefits of this MOU, the employee must meet any and all requirements that resulted from the event that led to CDL suspension and maintain satisfactory performance as indicated in 8.b. above.
13. A PUW II is only eligible for the agreements under this MOU (a) one time during their entire employment with the City; and (b) if the DUII is the only DUII the employee has had in the last five years.
14. Time missed as a result of a DUII while the parties determine an Employee's eligibility for the benefits under this MOU, and while a last chance agreement (LCA) is worked out, shall be taken from the Employee's paid leave, if any. If no paid leave is available, time missed from work shall be unpaid and seniority will be impacted according to section 14.4 Leave Without Pay in the Teamsters Collective Bargaining Agreement.
15. This MOU shall expire on May 31, 2019, unless otherwise terminated early or extended by mutual written agreement signed by both parties.

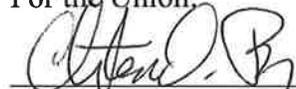
For the City:



Karen Pearson, HR Director

Date: 6-9-2017

For the Union:



Clayton Barry, Secretary/Treasurer

Date: 6/8/17

