

MEMORANDUM OF AGREEMENT (MOA)

By and Between
the City of Beaverton (City)

And
the Beaverton Police Association (Association)

Re: Recruiting Assistant

Whereas, the City and the Association are currently parties to a Collective Bargaining Agreement (CBA); and

Whereas, the parties agree to the creation of a temporary part time position classified as a Recruiting Assistant pursuant to Article 14.4.

Whereas, the City and Association have met, bargained and agreed to memorialize the hours and working conditions for the creation of the position of Recruiting Assistant;

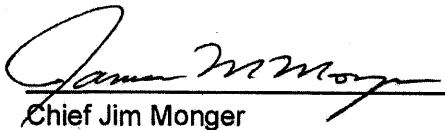
Now therefore, the parties agree as follows:

1. Recruiting Assistant position is recognized as an irregular, seasonal or part-time position as described in Article 1 and defined in Article 31 of the CBA. This part-time position will not be regularly scheduled to work more than twenty (20) hours in any seven (7) calendar day work week;
2. The Recruiting Assistant classification is represented by the Association and the temporary part time employee hired to fill the Recruiting Assistant position may choose to become a member of the Association or may choose fair share as set forth in the Association CBA;
3. As of November 1, 2017, person(s) hired as Recruiting Assistant will be paid the same hourly rate of a provisional Background Investigator and the hourly rate will be adjusted upwards upon the percentage increase(s) as set forth in Article 25 of the CBA; however, the Recruiting Assistant shall not be eligible for certificate or longevity pay;
4. The Recruiting Assistant will not accrue any earned leave time, except for sick leave (which they will accrue based upon the hours worked) in accordance with the Oregon Sick Time law. In addition, the Recruiting Assistant may not accrue compensatory time and will be paid at one and one-half times (1.5x) the Recruiting Assistant's regular rate of pay for all hours worked in excess forty (40) hours in any seven (7) calendar day work week;
5. The Recruiting Assistant will not be eligible to receive health and welfare benefits, except as otherwise provided pursuant to the provisions of the City's policy for temporary part-time employees who work twenty (20) hours per work week, the City's retirement health insurance, COBRA, ACA, and/or PERS/OPSRP;
6. The Recruiting Assistant will not be authorized to work any extra-duty overtime;

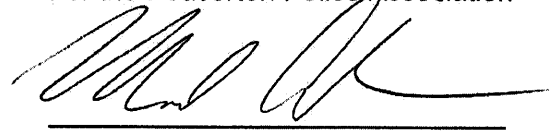
7. The Recruiting Assistant will be limited to no more than 1039 hours of work per calendar year, and the City shall not use non-Association personnel to perform Recruiting Assistant work without the prior written agreement of the Association;
8. The Recruiting Assistant will be an at-will employee (no just cause) and will be subject to having their employment terminated at the discretion of the City for any reason without recourse;
9. The Recruiting Assistant will not be subject to Articles 7, 9 and 19 of the CBA; and the Recruiting Assistant will be exempt from all mandatory training (i.e. firearms, defensive tactics, etc); unless the mandatory training is specific to the Recruiting Assistant assignment and mandated by law or required by the City;
10. The Recruiting Assistant will comply with Article 6 (Association Security) to the extent that the employee may be a dues paying member of the Association or participate in a "fair share agreement" at a rate of dues determined by the Association;
11. The Recruiting Assistant will be subject to Articles 3, 4, 5, 8 and 28 and will have the right to an Association representative in any discipline investigation. Neither the disciplinary process nor the result of that process shall be subject to the grievance procedure.
12. This MOA shall be effective upon execution by the parties until 11:59 PM, June 30, 2018. This MOA may be extended, at any time, by mutual agreement between the City and the Association. Any agreement to extend this MOA must be made in writing.
13. The Recruiting Assistant position is a temporary part time position and there is no requirement of the City to continue the Recruiting Assistant position following the expiration of the MOA on June 30, 2018.

IT IS AGREED this 28 day of September 2017;

For the Beaverton Police Department


Chief Jim Monger

For the Beaverton Police Association


Matt Condon, President