

## MEMORANDUM OF AGREEMENT (MOA)

By and Between

The City of Beaverton and the Beaverton Police Department (City)

And

The Beaverton Police Association (Association)

Re: Property & Evidence Assistant

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

**WHEREAS**, the parties agree to the continued use of a temporary, part time position classified as a Property & Evidence Assistant pursuant to Article 14.4; and

**WHEREAS**, the City and the Association have met, bargained, and agreed to memorialize the hours and working conditions for the continuation of the position of Property & Evidence Assistant:

**NOW THEREFORE**, the parties agree as follows:

1. The Property & Evidence 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 Property & Evidence Assistant classification is represented by the Association and the temporary part time employee hired to fill the Property & Evidence 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 January 1, 2020, the person(s) hired as a Property & Evidence Assistant will be paid the hourly rate of \$25.50 and the hourly rate will be adjusted upwards upon the percentage increase(s) as set forth in Article 25 of the CBA; however, the Property & Evidence Assistant shall not be eligible for certificate or longevity pay; and
4. The Property & Evidence 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 Property & Evidence Assistant may not accrue compensatory time and will be paid at one and one-half times (1.5x) the Property & Evidence Assistant's regular hourly rate of pay for all hours worked in excess of forty (40) hours in any seven (7) calendar day work week; and

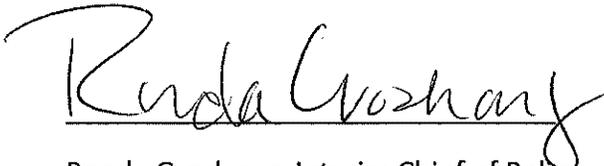
5. The Property & Evidence Assistant will not be eligible to receive health and welfare benefits, except as otherwise provided pursuant to the provisions of the City's policy for temporary part-time employees who work less than twenty (20) hours per work week, the City's retirement health insurance, COBRA, ACA, and/or PERS or other applicable law; and
6. The Property & Evidence Assistant will not be authorized to work any extra-duty overtime; and
7. The Property & Evidence Assistant will be limited to no more than 1,040 hours of work per calendar year, and the City shall not use non-Association personnel to perform Property & Evidence Assistant work without the prior written agreement of the Association; and
8. The Property & Evidence 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, unless otherwise protected by law; and
9. The Property & Evidence Assistant will not be subject to Articles 7, 9 and 19 of the CBA; and the Property & Evidence Assistant will be exempt from all mandatory training (i.e. firearms, defensive tactics, etc.); unless the mandatory training is specific to the Property & Evidence Assistant assignment and mandated by law or required by the City; and
10. The Property & Evidence Assistant will comply with Article 6 (Association Security) to the extent that the employee may be a dues paying member of the Association or voluntarily participate in a "fair share agreement" at a rate of dues or fair share as determined by the Association; and
11. The Property & Evidence 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 the execution of a successor CBA.
13. The Property & Evidence Assistant position is a temporary, part time position and there is no requirement of the City to continue the Property & Evidence Assistant at any time. Should the City determine to discontinue the Property & Evidence Assistant position, the City will provide the Association three (3) month notice.

This agreement shall be effective upon execution by the parties and remain in effect until execution of a successor CBA by the parties.

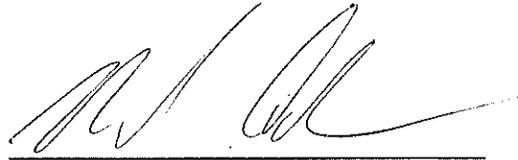
IT IS AGREED 23 day of January 2020.

For the Beaverton Police Department:

For the Beaverton Police Association:

A handwritten signature in cursive script, reading "Ronda Groshong", written over a horizontal line.

Ronda Groshong, Interim Chief of Police

A handwritten signature in cursive script, reading "Matt Condon", written over a horizontal line.

Matt Condon, President