

**2018-2021 Collective Bargaining Agreement
Memorandum of Understanding No. 5**

Retire and Rehire for Tyler Wampler

Whereas Tyler Wampler, a current member of the Keizer Police Association, requested to continue to work after his retirement on or near June 27, 2019; and

Whereas the City has a need to employ an officer during a period when some police officer employees are retiring, generating “gaps” in the daily schedule, and newly hired police officer employees are not or will not yet be qualified to go solo; and

Whereas it is advantageous to both parties that Wampler remain in the Association, subject to the stipulations shown below; and

Whereas this agreement recognizes the effects of SB 1049 (2019), which was effective upon passage:

The Keizer Police Association and the City agree to the following with regard to Tyler Wampler’s reemployment after retirement.

- Wampler will not be a “regular part-time employee” as described in Section 1.2; rather, Wampler will be a temporary employee of the City through November 24, 2019 (unless extended and agreed to in writing by the City, Association, and Wampler).
- If Wampler desires to separate employment prior to November 24, 2019, he agrees to provide at least six weeks’ notice.
- Wampler will be considered an “at will” employee, subject to dismissal by the City for any lawful reason, without warning; however, in the interest of due process, Wampler will be afforded the rights provided under Appendix B (Personnel Complaints and Investigations), Sections 812.9.2 and 812.11 of Appendix C (Discipline), and Article 15 (Grievance Procedure) except that he will retain no rights to grieve discipline or discharge past Step Two of Section 15.1.
- Because of Wampler’s relative continuance of employment, the City will continue to pay him at his current step and he will be eligible for the increases described in Section 7.1 (Wages).
- Wampler will continue to receive all applicable incentives described in Section 7.3 (Incentives and Premium Pay).
- Wampler will receive his current phone stipend, paid each month.
- A prorated clothing allowance will be allotted, if required for Wampler’s assignment.
- Wampler will have the option to contribute to a City-approved 457 program; however, the City will not “match” or otherwise contribute.
- Social security will be paid in accordance with applicable law.
- PERS contributions will be paid by the City in keeping with SB 1049 (2019). That is, the City will pay the PERS contribution as required by law, but the contributions will have no effect upon Wampler’s PERS benefits.

2018-2021 Collective Bargaining Agreement Memorandum of Understanding No. 5

- Wampler will receive retiree health insurance and the City will pay the same percentage of that insurance as for non-represented employees. Effective the month following separation from temporary employment, the City will discontinue its contribution to retiree health insurance.
- Wampler will not receive an HSA contribution as described in Section 8.8 (Retirement Health Savings Account (HSA)).
- In lieu of vacation, Wampler will receive four hours of administrative time per pay period, which may be used as approved by the City and will not be payable upon separation.
- Wampler, if assigned to a 4/12 patrol shift in accordance with Section 5.1(B)(5), will receive shift time as described in Section 5.1(C). Wampler will endeavor to use any accrued shift time prior to separation from employment; however, if any remains, it will be paid out upon separation.
- Wampler will accrue or be compensated for holidays in accordance with Sections 10.2 or 10.3 except that any accrued floating holiday hours will not be paid out upon separation.
- Wampler will accrue sick leave at the City's temporary employee rate of one (1) hour of sick leave earned for every 30 hours worked. Accrued sick leave will not be paid out upon separation.
- Wampler may not donate sick leave to another employee.
- Wampler will work overtime as approved or assigned by the City.
- Wampler will not be permitted to "bump" regular employees (cf. Sections 1.1 and 1.2) for optional overtime but may sign up for such overtime before regular part-time employees if regular employees do not sign up for it.
- As a temporary employee, Wampler will not retain seniority rights as described in Article 12 (Seniority) and specifically Section 12.5 (Retention of Classification Seniority upon Reemployment) except that Wampler will retain seniority for purposes of shift-bidding (Section 5.1(G)(4)).
- Wampler's assignment (e.g., patrol, traffic, detectives, CRU) will be determined by the chief of police or designee and Wampler will be given 14-days' notice of a change of assignment or schedule as elsewhere described.
- Wampler will be required to attend all in-service and other maintenance training, as determined by the chief of police or designee.
- All pay and benefits will cease upon separation from employment.

The Keizer Police Association and the City agree that nothing in this memorandum establishes a past practice.

This MOU will take effect upon signing.

**2018-2021 Collective Bargaining Agreement
Memorandum of Understanding No. 5**

Signatures below testify to the acceptance of this Memorandum of Understanding.

FOR THE CITY OF KEIZER:



Chris Eppley, City Manager

6-21-19

Date



John Teague, Chief of Police

06/21/19

Date

FOR THE KEIZER POLICE ASSOCIATION:



Kevin Demarco, President

06/20/19

Date



Carrie Anderson, Secretary

6-21-19

Date