

Memorandum of Understanding

Between

The City of Springfield

And

Sworn and Detention Members of the Springfield Police Association (SPA)

Regarding: Limited Duration Retiree Workback Program

This Memorandum of Understanding (MOU) is entered into by and between the City of Springfield (City) and the above members of the Springfield Police Association (SPA) to establish the terms and conditions for the Limited Duration Retiree Workback Program (Program).

The parties agree to the following:

1. Purpose

The purpose of this MOU is to provide a framework for rehiring retired sworn personnel to support department operations on a limited-term basis, consistent with department's operational needs and changes to the Oregon Public Employees Retirement System (PERS) (Senate Bill 1049 (2019) and House Bill 2296 (2023)) that now permit eligible retirees to work after retirement without hour limits.

2. Selection

The City shall determine, at its discretion, whether to authorize the rehiring of sworn officers into the Program based on budget capacity, operational need, and the public interest.

The City shall determine, at its discretion, whether to grant a particular sworn employee's request to participate in the program. The City will base its decision on a review of their prior work performance, compliance with applicable professional standards and documented supervisory evaluations. If selected to be in the Program, the City also has the discretion to select the sworn employee's position assignment.

3. Eligibility and Application Process

Participation in the Program shall be limited to sworn employees who:

- a) Meet the minimum qualification requirements.
 - b) Are eligible for full retirement under PERS or OPSRP;
 - c) Elect to voluntarily retire from the City and begin collecting retirement benefits;
- and

- d) Submit a letter of interest to the Chief of Police at least ninety (90) days prior to the intended retirement date.

4. Duration and Reevaluation

Participation in the Program shall be limited to a maximum of one (1) year from the date of rehire. There is no guarantee of continued participation in the Program beyond one year. The City may reevaluate renewing a sworn employee's continued employment in the program beyond one year based on operational needs of the City and the sworn employee's performance in the program.

5. Rehire Date:

The rehire date must occur within thirty (30) days of the retirement date and cannot fall in the same pay period as the retirement date.

6. Employment Status

Employees hired under this MOU do not have a property interest or expectation of continued employment and will be classified as Limited Duration Retiree Workback (LDRW) employees. They are:

- a) Full-time employees.
- b) At-will employees, not subject to just cause standards or the grievance procedure.
- c) Not considered regular employees and may be separated at any time with or without cause or notice by either party.
- d) Not eligible for layoff, recall, or seniority rights.
- e) Not subject to probation upon rehire.

LDRW employees will return to the same classification and pay rate held at the time of retirement, including any eligible certification or incentive pay, excluding longevity.

7. Leave and Schedule

LDRW employees will receive:

- a) 80 hours of Paid Time Off (PTO) upon rehire and an additional 80 hours every six months thereafter.
- b) Up to 80 hours of unpaid time off annually, subject to supervisory approval.
- c) Unused PTO is not paid out at the end of the term.
- d) Overtime must be taken as pay. LDRW members are not eligible for comp time.

LDRW employees will not be eligible for annual block vacation scheduling or seniority-based shift bidding. An LDRW employee is expected to work the scheduled shift as assigned (12.25 or 10 or 8). This schedule may change based on operational need with notification.

8. Training

The department will provide opportunities to attend only those training sessions that are required to maintain specific certifications necessary for the position; optional or elective training outside of these requirements will not be offered.

9. Benefits

LDRW employees are eligible for health insurance coverage as defined in by the City's Retiree Health Insurance policy and Article 23 – Insurance of the SPA collective bargaining agreement. Coverage will begin the first of the month following rehire.

The Department will make reasonable efforts to coordinate the employees' transition into LDRW status in a manner that avoids a gap in health insurance coverage. However, if a gap in coverage does occur, it is the employees' responsibility to ensure they remain enrolled in the City's medical plan and do not experience a lapse in coverage. Any employee contributions owed for the gap period will be deducted from the employee's paycheck(s) once transitioned into LDRW status. Employees are responsible for the applicable employee share of the premium.

IAP contributions to PERS/OPSRP will not apply to post-retirement earnings.

10. Exclusion from Contractual Rights

The following provisions of the SPA CBA do not apply to LDRW employees unless required by law.

- a) Article 9 – Time Off in Lieu of Holidays
- b) Article 10 – Sick Leave
- c) Article 12.1 – Tuition Reimbursement
- d) Article 13 - Vacation
- e) Article 15 - Discipline and Discharge
- f) Article 16 - Settlement of Disputes
- g) Article 18 – Seniority
- h) 20.2 - Longevity Incentive

All other provisions of the SPA CBA shall continue to apply to LDRW employees.

11. Compliance

All rehire activities shall comply with all City regulations and policies, applicable state and federal laws, including PERS regulations. Retirees are responsible for understanding how reemployment may affect their retirement benefits.

12. Dispute Resolution

Any disputes over this MOU will first be addressed informally. If unresolved, SPA will follow the grievance process in the collective bargaining agreement.

13. Effective Date, Modification and Termination

This MOU shall be effective upon execution of the parties and continue through June 30, 2026. This MOU may be modified or terminated at any time upon mutual agreement of the parties, or unilaterally by the Department with thirty (30) days written notice. At the conclusion of this term, the parties agree to address the continuation, modification, or termination of this MOU as part of negotiations for the successor collective bargaining agreement.

14. No Precedent

This MOU shall not set any precedent beyond its explicit terms and does not modify any other term, provision or practice of the parties' Collective Bargaining Agreement.

Signatures



Jami Resch

Police Chief, Springfield Police Department

Date: 9.5.25



Chaim Hertz

Director of Human Resources

Date: 9-3-2025



Connor O'Leary

President, Springfield Police Association

Date: 9.5.25