

MEMORANDUM OF AGREEMENT (MOA)
By and between the City of Hillsboro ("City")
and Hillsboro Police Officers Association (HPOA)
RE: HPOA Dues Deductions for Police Sergeants

RECITALS

- A. On May 14, 2024, the Hillsboro Police Officers Association-SGT (HPOA-S) was certified by the Oregon Employment Relations Board (ERB) as the exclusive representative of the following stand alone bargaining unit for the purpose of collective bargaining and bargaining a collective bargaining agreement (CBA): All employees in the Sergeant classification (as non-supervisory employees) employed by the City of Hillsboro (Case No. RC-010-24).
- B. In addition, the City and HPOA are already parties to a CBA which covers police officers along with several other sworn and non-sworn classifications within the Hillsboro Police Department. This current City-HPOA CBA has a term of agreement through June 30, 2025.
- C. The current City-HPOA CBA has Article 4 related to Association Security and Dues and Fees for the HPOA.
- D. By executing this MOA, the parties agree to immediately implement the terms of the City-HPOA CBA Article 4 Sections 4.1 through 4.5, as set forth below for the Sergeant classification.

AGREEMENT

For and in consideration of the promises and obligations on the part of each party to be performed, the parties agree as follows:

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Membership.

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit.

A. Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences after thirty (30) days of employment.

B. Each employee of the bargaining unit shall be entitled to withdraw from active and

participatory membership in the Association by giving of written notice to the Association and the City.

4.2 Dues Deduction.

The City, when so authorized and notified by the Association, via email with a copy to the involved employee, or by an employee member of the Association, will deduct regular Association dues from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the first day of the following pay period. The City will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, the Association will provide the record of dues deductions authorizations made to the Association by an employee.

4.3 Employee Choice.

In compliance with the Janus Supreme Court decision, any employee who chooses not to be a member of the Association and chooses to remain a nonmember of the Association may choose to proportionately and fairly share in the cost of the collective bargaining process. The cost per bargaining unit member shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount as agreed to and authorized by the nonmember employee shall be deducted monthly from the wage of each nonmember, and remitted monthly in the aggregate to the Association.

4.4 Assessment of Fees to Nonmember.

The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. In accordance with applicable law, if a Nonmember fails to pay the Association costs/fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the legal process to assert its claims and collect amounts due to the Association. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the City will honor the Agreement and the payroll deductions thereby designated in writing.

4.5 Indemnification.

The Association will indemnify, defend and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, costs and/or fees or any combination thereof, arising from the City's application of and/or compliance with this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for such reimbursement.

If not subsequently revised by the parties through CBA negotiations, the terms of this MOA will be folded into the initial CBA the parties negotiate for the Sergeants.

The parties acknowledge their agreement with the terms of this MOA by signing below.


IT IS AGREED this 7th day of June, 2024.

For the City of Hillsboro:




Robby Hammond, City Manager

For the Hillsboro Police Officers' Association:



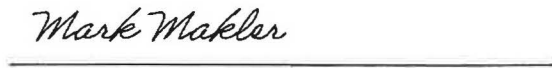
Anthony Johnson, President HPOA

Approved as to Form:



Jenny Marston
PRH Labor Law
Of Attorneys for the City of Hillsboro

Approved as to Form:



Mark Makler
Public Safety Labor Group
Of Attorneys for the Association

