COLLECTIVE BARGAINING AGREEMENT

Between

OREGON CITY, OREGON

and the

OREGON CITY POLICE EMPLOYEES' ASSOCIATION

July 1, 2019 - June 30, 2022

ARTICLE 1: AGREEMENT AND PURPOSE 1
ARTICLE 2: RECOGNITION 1
ARTICLE 3: EMPLOYEE AND ASSOCIATION RIGHTS 1
ARTICLE 4: SECURITY 2
ARTICLE 5: MANAGEMENT RIGHTS 3
ARTICLE 6: PROBATIONARY PERIOD 3
ARTICLE 7: SENIORITY 4
ARTICLE 8: SALARIES 7
ARTICLE 9: HOURS AND OVERTIME 9
ARTICLE 10: VACATION 12
ARTICLE 11: HOLIDAYS 13
ARTICLE 12: SICK LEAVE 15
ARTICLE 13: LEAVES OF ABSENCE 17
ARTICLE 14: EMPLOYEE INSURANCE BENEFITS 18
ARTICLE 15: RETIREMENT 21
ARTICLE 16: EDUCATION ASSISTANCE 22
ARTICLE 17: RESERVE OFFICERS 23
ARTICLE 18: LAYOFFS 23
ARTICLE 19: UNIFORMS 24
ARTICLE 20: FITNESS CLUB DUES ALLOWANCE AND VOLUNTARY WELLNESS INCENTIVE 25
ARTICLE 21: TRAVEL EXPENSES 25
ARTICLE 22: PERSONNEL RECORDS 25
ARTICLE 23: FUNDING 26
ARTICLE 24: ASSOCIATION MEETINGS 26
ARTICLE 25: DISCIPLINE AND DISCHARGE 27
ARTICLE 26: GRIEVANCE PROCEDURE 30
ARTICLE 27: TRAUMATIC INCIDENTS 31
ARTICLE 28: EXISTING CONDITIONS 31
ARTICLE 29: REOPENER AND AMENDMENT AND CLOSURE 32
ARTICLE 30: LEGAL DEFENSE FUND 32
ARTICLE 31: SAVINGS CLAUSE 32
ARTICLE 32: TERM OF AGREEMENT 33
APPENDIX A: SALARY SCHEDULE 34
APPENDIX B: EMPLOYEE RIGHTS 37

ARTICLE 1: AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Oregon City, hereinafter referred to as the "City" and the Oregon City Police Employees' Association, hereinafter referred to as the "Association," for the period of July 1, 2019, through June 30, 2022. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement. It is the purpose of this document to set forth the full agreement between the parties.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all full-time or regular part-time employees working fifteen (15) hours or more per week for the City, excluding temporary, supervisory and confidential employees but including Police Officers, Senior Police Officers, Police Sergeants, Community Services Officers, Property Officer, Police Records Specialist, Senior Records Specialist, Parking Enforcement Officers, Municipal Court Specialist, Court Services Collections Clerk, and Code Enforcement and Code Compliance Officers (except those enforcing building, fire and other codes and regulations not ordinarily and customarily enforced by a municipal police department).

Part-time employees covered by this Agreement shall accrue seniority but such accrued seniority shall not apply except in relation to another part-time employee in the same classification.

Only regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall earn pro-rata paid time off benefits and health insurance benefits. For the purpose of accrual of all types of paid time off, eligible regular part-time employees shall accrue paid time off on a pro-rata basis, based on the number of hours in the part-time employee's regularly scheduled work week compared to a forty (40)-hour workweek.

For eligible regular part-time employees covered by this Agreement, the City will contribute a pro-rata share of the monthly premium for health and welfare benefits based on the number of hours in the part-time employee's regularly scheduled work week compared to a forty (40) hour work week. To receive this benefit a part-time employee must choose to be covered by the City's insurance under Article 14 of this Agreement.

ARTICLE 3: EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, sex, marital status, color, religion, national origin, union affiliation, political affiliation, sexual orientation or disability ADA or other protected status in accordance with applicable law. Nothing in this Section however, shall be construed to prohibit actions taken because of bona fide job qualifications. In light of the available State and Federal remedies for employment discrimination, alleged violations of Section 3.1 of this Agreement shall not be subject to the grievance procedure.

3.2 Association Participation. Employees covered by this Agreement have the right to form, join, and participate in the activities of the Association and there shall be no discrimination

exercised against any employee because of membership in the Association or participation in Association activities.

3.3 Association Representatives. Association representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with the City for the purpose of negotiating successors to this Agreement (including mediation and interest arbitration if necessary), or relating to the processing of grievances as provided within this Agreement. Such absences shall not hamper the normal operations of the Department and the City shall not incur any liability for overtime pay under the provisions of this Article. The Association's negotiating team will be not more than three (3) members, not counting legal counsel, when meeting with the City to secure Agreement renewal.

3.4 Checkoff and Fair Share.

A. The City agrees to deduct monthly membership dues from the pay of employees who have authorized such deductions in writing on forms provided by the Association. The Association agrees to promptly submit dues deduction authorization forms, as well as any written revocations of authorizations to deduct Association membership dues, to the City. The Association agrees to indemnify, defend and hold the City harmless against any claims made and any legal actions instituted against the City as a result of the Association's actions or failure to act under the provisions of this Article. The duty to indemnify includes payment of attorney fees and costs expended by the City in defense of such claims.

B. Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement.

3.5 Association Bulletin Board.

A. The Association shall have a general use and information bulletin board. This bulletin board will have "Oregon City Police Employees' Association" displayed on it. The general use bulletin board may contain information conveyed by letter and/or in memo format related to Association activities, meetings, endorsements or opinions about any matter related to legitimate concerns of Association members. However, campaign materials shall be restricted to the OCPEA's locker room bulletin boards. The City may assume any item placed on the bulletin board has received approval to be posted from a member of the Association's E-Board.

ARTICLE 4: SECURITY

4.1 No Strike.

A. The Association will not initiate and employee(s) will not participate or engage in any strike, slowdown or any other form of interruption of work during the term of this Agreement or in any interim period between the expiration of this Agreement and the signing of a subsequent Agreement.

Should a strike or other interruption of work occur, the City shall notify the Association of the

existence of such activity and request advice from the Association as to whether the activity has been authorized. The Association, immediately thereafter, shall respond to the City's request in writing. Upon receiving a notice of a strike or other interruption of work which is has not authorized, the Association will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Association takes such action, it shall not be held liable by the City for unauthorized activity of the employees involved.

B. In the event employees participate in a strike or other interruption of work in violation of this Article, the participating employee(s) shall be subject to selective disciplinary action which may include discharge.

C. It is understood that striking employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

4.2 No Lockout. The City will not lockout any employees covered by this Agreement provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations. If the City is able to continue its operations, employees not participating in the labor dispute shall be guaranteed work.

ARTICLE 5: MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary functions of management, including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operation, including subcontracting, and the introduction of new equipment; the right to hire, lay off, transfer and promote; to discipline and discharge its regular employees for just cause and probationary employees "at will"; to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. The exercise of these rights shall be subject to the requirements of PECBA. The City will consult with the Association in adopting employee evaluation procedure.

ARTICLE 6: PROBATIONARY PERIOD

6.1 New Hires. Except as set forth in Article 6.4, sworn employees with less than eighteen (18) months continuous service shall be on probation and non-sworn employees with less than twelve (12) months continuous service shall be on probation and shall not be considered regular employees. Without limitation of other rights enjoyed by all employees under this Agreement, prior to completion of the probationary period employee may be discharged at will without recourse of the grievance procedure. Documentation of probationary performance shall not constitute "discipline" under the discipline article of this Agreement.

6.2 Promoted Employees. Employees promoted to a new classification within the unit shall be subject to a twelve (12) month probationary period. Promoted employees not successfully completing their probationary period shall be reinstated in their previous classification.

6.3 Extensions of Probation. The probationary period may be extended by mutual agreement of the City and the Association, and may be extended for any time the employee is on unpaid leave of absence including workers' compensation, except as required by USERRA.

6.4 Lateral Hires.

A. Lateral Police Officer is defined based on total years of previous service as a full-time sworn Police Officer at another (or other) Law Enforcement Agency (or Agencies) plus time served at the Oregon City Police Department.

B. The probationary period for a lateral officer shall be twelve (12) months from the date of hire.

C. New hires must have completed at least three (3) consecutive years as a full-time Sworn Police Officer in order to be considered lateral officers.

D. Lateral Officers shall be placed on Oregon City Police Department pay step which is equal to or exceeds their pay at their previous Police employer on their first day of employment.

E. The City and the Association agree that a DPSST certified Police Officer with less than three (3) consecutive years as a full-time sworn Police Officer may be placed at a higher step than Step 1 of the Salary Schedule at the discretion of the City.

F. A newly hired lateral Police Officer shall receive the lesser of eighty (80) hours of sick leave OR the actual number of sick leave hours the lateral Police Officer had at the time of separation from their previous agency.

G. A newly hired lateral Police Officer shall receive eighty (80) hours vacation leave upon successful completion of FTO training.

H. Lateral Officers shall be subject to the other terms of this Agreement.

I. A newly hired lateral Police Officer shall accrue vacation benefits under Article 10.2 of this Agreement based on the total service as set forth in Section 6.4 A above.

J. Defining the terms of recruitment, selection and minimum qualifications of a lateral hire is within the City's discretion.

ARTICLE 7: SENIORITY

7.1 Defined Accrual. Bargaining unit seniority is defined as an employee's length of continuous service in a bargaining unit position, since their last date of employment. Classification Seniority is defined as an employee's length of continuous service in a job classification listed in Appendix A. In the event two (2) or more employees are hired in the same job classification on the same date, the filing date of their original employment application shall determine their seniority. Continuous service shall be service unbroken by separation from the City as set forth in

Article 7.2, below. Time spent on military leave, FMLA/OFLA leave, federal and state protected status leave or other authorized, paid or unpaid leave shall be included as continuous service. An employee shall not accrue seniority when on unpaid leave of absence exceeding one (1) month, except as required by state and/or federal law.

7.2 Loss of Seniority. An employee shall lose all seniority and the employment relationship will be separated if any of the following events occur:

A. Voluntary resignation or retirement;

B. Discharge of a regular employee for just cause or discharge of a probationary employee at will;

C. Layoff for more than twenty-four (24) consecutive months;

D. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the City within ten (10) days of receipt or fifteen (15) days of mailing, whichever is greater;

E. Failure to report for work promptly upon expiration of an authorized leave of absence;

F. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or

G. Failure to return from military leave in accordance with applicable law.

However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

7.3 Promotions out of the Bargaining Unit. Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City within twelve (12) months of the date of promotion will return with the seniority they had accrued at the time of their promotion restored. The time an employee spends in the non-bargaining unit position will not however, be applied toward his/her seniority.

7.4 Scheduling. Provided the employee is otherwise qualified, the Chief shall give consideration to seniority in scheduling days off, annual vacation leave and holiday compensatory time off.

A. Each year a list of employees, listed by classification and seniority within classification, (except employees on probation) will be posted by January 15. Each employee, except probationary employees, will be required to sign up for the shift of his/her choice for each six (6)-month period of the twelve (12)-month schedule, by seniority within the employee's classification.

The senior Dog Handler, as defined by the continuous service of the Dog, shall have the option to reserve one (1) shift (Day Shift, Swing Shift, or Graveyard Shift), for one (1) shift rotation (Summer or Winter rotations), during the calendar year. The other Dog Handler must then choose one (1) of the two (2) other open shifts. After the senior Dog Handler has reserved one (1) shift, the other Dog Handler may reserve a shift from the other shift rotations.

B. Supervisors shall list the days off for positions allocated to the supervisors' respective shifts by January 23. Days off will be scheduled by the supervisors to meet the obligated and unobligated staffing requirements of the department. Final approval rests with the Chief of Police.

C. The sign-up will continue by January 30 and the most senior employees (one-third) must sign-up by February 7. The next most senior employees (one-third) must sign up by February 15, and the junior employees (one-third) must sign up by February 23. Any employee failing to sign up for the shifts of his/her choice will be assigned a shift by the City.

D. Shift length shall be approximately six (6) months with rotations in March and September, with rotations on approximately the same dates as is the current practice.

E. Each employee by seniority shall work at least two (2) different shifts (day, swing, graveyard) during the course of a twenty-four (24)-month period. If this creates a conflict the next senior employee shall be bumped, unless that creates a conflict, in which case the bump shall be to the next senior employee. The requirement that each employee shall work two (2) different shifts in the course of the twenty-four (24)-month period may be waived by the approval of the Chief of Police in cases of personal hardship, personnel situations, or where employees have agreed to trade shifts. The first twenty-four (24)~month period begins March 2008, and extends until March 2010.

F. The requirement that each employee shall work two (2) different shifts (day, swing, graveyard) in the course of a twenty-four (24)-month period, shall not apply to new employees or employees who are assigned to patrol from Detective or School Resource Officer assignments, for the remainder of the twenty-four (24)-month period in which they were hired or reassigned.

G. Probationary employees shall be assigned to the shift their individual Field Training Officer (FTO) selects. Upon release from the FTO, the probationary employee shall be assigned a shift by the Chief of Police for the balance of the twelve (12)-month sign-up.

H. Final approval of the shift schedule and assigned days off for all personnel shall rest with the Chief.

I. The final schedule for the following twelve (12)-month sign-up will be posted not later than March 3.

7.5 Layoff. Layoff, bumping and recall shall be based upon seniority as provided in Article 18.

ARTICLE 8: SALARIES

8.1 Salary Schedules. Employees covered by this Agreement shall be paid base wages in accordance with the Salary Schedules shown in Appendix A to this Agreement:

A. Effective July 1, 2019, employee base wages shall be increased three percent (3%);

B. Effective July 1, 2020, employee base wages shall be increased three percent (3%);

C. Effective July 1, 2021, employee base wages shall be increased two and one-half percent (2.5%).

8.2 Sergeant Scales. The Sergeant salary schedule will consist of three (3) steps as follows:

A. **Sergeant Step 1** will be computed to be ten percent (10%) above the top step police officer base wage.

B. **Sergeant Step 2** will be computed to be four percent (4%) above Sergeant Step 1 and will be attained on the eighteen (18) month anniversary of service as a sergeant.

C. **Sergeant Step 3** will be computed to be four percent (4%) above Sergeant Step 2 and will be attained on the thirty-six (36) month anniversary of service as a sergeant.

8.3 Non-Sworn Longevity. Employees covered by this Agreement, except Sergeants, Senior Police Officers and Police Officers, shall receive longevity pay for continuous service with the City according to the following schedule.

5 years continuous service	1 percent
10 years continuous service	2 percent
15 years continuous service	3 percent
20 years continuous service	4 percent
25 years continuous service	5 percent

Continuous service shall be lost if any of the events listed in Article 7.2 occur. If an employee who suffers a loss of continuous service is subsequently rehired, continuous service shall begin on the date of rehire. However, when a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost. Longevity pay shall be paid in addition to regular compensation.

8.4 Working Out of Class Pay.

A. **Officers Working as Shift Supervisors.** An Officer shall be assigned to be in charge of a shift when a Sergeant or Senior Police Officer is absent from a shift. The Officer assigned to be in charge of the shift will be paid seven and one-half percent (7.5%) above the Officer's regular rate of pay when assigned.

B. **Other Employees.** Other employees who are assigned to work in a higher classification shall be paid seven and one-half percent (7.5%) above their regular rate of pay when assigned.

8.5 On Call/Pager Differential. All sworn personnel assigned to the Detective Division will be required to be on call on week-ends and shall receive an additional five percent (5%) of base salary.

8.6 Certification Premium. Sergeants, Senior Police Officers and Police Officers shall receive additional compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training. This compensation shall be five percent (5%) of base salary for an intermediate certificate and ten percent (10%) of base salary for an advanced certificate.

8.7 Notification of Disapproval of Time. An employee shall be promptly notified in writing of any change in the time report or time sheet which constitutes a denial or reduction of compensation.

8.8 Section 125 Plan. The City shall maintain a Section 125, IRS pre-tax program.

8.9 FTP Premium. Officers shall be paid a premium of five percent (5%) of base salary when assigned as an FTO and working with an officer in training.

8.10 Records Shift Differential Pay. Non-sworn employees will bid for shifts in accordance with the provisions of Article 7. If a non-sworn employee works a regularly scheduled shift which extends beyond 1830 hours (6:30 p.m.), the City will pay a shift differential for all hours worked on the shift equal to one and one-half percent (1.5%) of the nonsworn employee's regular rate of pay.

8.11 Bilingual Premium. Employees fluent in Spanish shall be paid an additional three percent (3%) of base salary. The City shall establish a process for testing and standard in fluency; arranging for testing to determine qualification for this incentive and arranging demonstration fluency is the employee' s responsibility.

8.12 Canine Premium. Dogmaster and Dog Handler canine training activities shall be conducted on-duty. Dogmasters and Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Dogmasters or Dog Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal as a family pet. The parties intend to compensate for the off-duty care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the

dog does not constitute "hours of work" solely because the dog is in the vehicle.

8.13 SRO Premium. SROs shall conduct follow-up and closure investigative work involving school and student related cases, and may be assigned DHS cases, crimes against children and other youth related matters. While assigned and performing in capacity as an SRO, SROs shall be paid a premium of ten percent (10%) of their base pay per month while assigned to work a 5/8 schedule, and five percent (5%) while assigned to work a 4/10 schedule.

ARTICLE 9: HOURS AND OVERTIME

9.1 Workweek. Except as set forth in Section D below, the workweek shall consist of a seven (7) day work schedule-beginning at 12:01 a.m. Sunday and continuing until midnight the following Saturday, and the normal workweek for employees covered by this Agreement shall consist of:

A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or

B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

C. Court employees shall work 9-80 work schedule consisting of one week of four (4) nine (9) hour days and one (1) eight (8) hour day served consecutively followed by two (2) consecutive days off and the other week consisting of four (4) nine (9) hour days, served consecutively followed by three (3) days off. For employees working a 9-80 schedule, the workweek shall begin mid-way through the eight (8) hour workday. Records Division employees may also be assigned by the City to work the 9-80 work schedule. The Chief may make a written decision justifying the return of the Records Division employees from a 5-8 workweek to a 9-80 work schedule prior to concluding ORS 243.698 bargaining. Such written decision by the Chief will be provided to the Association at least ten (10) calendar days before the Chief implements the return to a 5-8 work week schedule for records employees. In the event the City determines that the 9-80 schedule is not meeting operational needs, court employee's work schedules may be changed to a five (5) eight (8) hour schedule with thirty (30) days' written notice.

D. Newly hired employees who are attending the Academy to obtain basic certification will be assigned to training schedules and hours established by DPSST. During the period an employee is undergoing training at the Academy, his/her regular work schedule shall be forty (40) hours per workweek. Only time spent in training in excess of forty (40) hours in a workweek, exclusive of meal periods, shall be compensated at one and a half (1 ½) times the employee's regular wage.

9.2 Workday. The workday is a consecutive eight (8) hour day, consecutive nine (9)-hour day or a consecutive ten (10)-hour day, day, with interruptions for rest and meal periods each consecutive workday shall have the same start/stop time as every other day in the workweek. The Chief may approve a schedule exception based on unforeseen operational needs.

9.3 Other Shift Schedules. The City and the Association may agree to any other shift

schedule.

9.4 Rest and Meal Periods. Except in case of emergency, each employee shall have a thirty (30) minute meal break and two fifteen (15)-minute paid rest periods within each workday. Meal breaks for sworn officers assigned to the patrol and detective divisions shall be paid. Meal breaks for all other employees shall be unpaid.

9.5 Overtime Opportunities.

A. Any work performed in excess of the regularly scheduled shift constitutes overtime and will be paid at one and one-half (1 -1/2) the employee's regular rate of pay.

B. The City shall have the right to assign overtime work as deemed necessary for the efficient operation of the Department. The City shall assign work on a voluntary basis prior to resorting to mandatory overtime and the following principles will be followed when assigning overtime work:

1. Where two (2) or more on-duty employees are known to be willing to work overtime, overtime work of the same nature arising on that shift will be assigned on a seniority basis.

2. Where the City needs to call persons in early who are scheduled to work the next shift, the City will seek to evenly distribute the overtime.

3. The City will provide an overtime assignment form which will reflect the names of employees who have worked overtime past their regular shift or have been called in early to work overtime, whether the overtime was voluntary or mandatory. This form will be used to assist in determining fairness in overtime assignments.

4. Overtime details that are known to the City seven (7) calendar days or more prior to the overtime detail will be offered to available off-duty employees on a seniority basis. However, an employee may not use their seniority to sign up for more than two (2) overtime shifts per each type of overtime detail. Overtime details not filled by seniority may be filled voluntarily or assigned if not voluntarily filled seventy-two (72) hours prior to the overtime detail in order to distribute overtime as evenly and equitably as possible.

5. The voluntary overtime sign-up sheet will contain instructions on how employees will sign up for the voluntary overtime.

6. Unfilled voluntary overtime may be assigned to on-duty employees using the City overtime form (Section 3). Except in cases of emergency, the employee will not be required to work more than fourteen (14) hours in a twenty-four (24)-hour period. Upon mutual agreement of the City and the employee, the employee may be allowed to work in excess of fourteen (14) hours, however, employees will be allowed at least eight (8) hours between work assignments.

7. Except in the case of an emergency, employees who are off on vacation, sick leave, holidays or compensatory time, or on regular days off in conjunction with vacation, holiday and compensatory time will not be called back to work overtime.

8. The provisions and limitations of sections 6 and 7 will not apply to employees working in their official capacity in circumstances beyond the control of the City, including mandated testimony in judicial or administrative proceedings.

9. In the Department " future overtime log" only police officers may sign up for overtime opportunities to fill in for officers; only sergeants may sign up for overtime opportunities to fill in for sergeants; provided however that any police officer or sergeant may volunteer to work any overtime opportunity within the seventy-two (72) hours immediately preceding a vacancy on a first come-first-served/assigned basis. Only officers qualified to act as SPO or Sergeant may fill a Sergeant vacancy.

9.6 Overtime Rounding and Compounding. Overtime shall be calculated in increments of fifteen (15) minutes.

For the purpose of computing overtime compensation, paid time off shall be considered hours worked.

9.7 Compensatory Time. The Chief may authorize compensatory time in lieu of overtime pay. Compensatory time shall be earned at one and one-half (1-1/2) times the overtime hours worked. If the Chief of Police elects not to grant a compensatory time off request due to operational needs or to avoid overtime expense, the employee may elect to receive payment for the compensatory time requested within ten (10) days.

Employees who are separated from employment with the City shall be paid for their compensatory time at their final regular rate.

9.8 Callback. Employees who are called to return to work, including court appearances, after leaving duty for the day shall be guaranteed a minimum of two (2) hours of overtime pay. Employees who are called to return to work, including court appearances, on their regularly scheduled day off, previously scheduled vacation day, holiday day off or compensatory day off shall be guaranteed a minimum of four (4) hours of overtime pay. In the event that an employee is called in on their day off for two separate incidents, the second obligation will trigger a minimum four (4) hours of overtime pay, beginning at the time of the second obligation. An additional overtime callback will be paid beginning at the time of the first obligation, running until the beginning of the second obligation. Example: An employee has two grand-jury subpoenas, beginning at 9:30 am, and noon. For the noon subpoena, the employee would be paid a four (4) hour callback. For the 9:30 am, subpoena, the employee would be paid an additional 2 ½ hours of overtime; for a total of 6 ½ hours of overtime.

This Section shall not apply to early call-in of less than two (2) hours preceding the start of a regular shift when the call-in is for training or for an assignment which is undertaken on a

voluntary basis (i.e., Safety Committee, Reserve Coordinator).

9.9 Schedule Changes. Work schedules shall be posted on the Department bulletin board. Except for emergencies, any changes in work schedules shall be posted a minimum of seven (7) days prior to the effective date of the change. However, the Chief or his designee may reassign employees to a different shift temporarily for good cause. Such reassignments shall not be grievable, but employees shall receive at least seven (7) days' notice prior to reassignments, unless precluded by an emergency. Schedule changes approved for the convenience of the employee, by mutual agreement, or for abnormal operational needs, shall not be subject to the notification requirements. An assignment in violation of this Article's notice requirement will be paid at the overtime rate for the portion of the notice period which is less than seven (7) days.

ARTICLE 10: VACATION

10.1 Years of Employment Defined. Years of employment shall be years of continuous, service from last date of hire without a break in seniority as set forth in Article 7.2.

10.2 Accrual. Full-time employees shall accrue vacation leave at the rates shown below.

Years of Employment	Per Month	Approximate Days/Year
0-3 years	8.15 hours	12.23
4-6 years	10.05 hours	15.08
7-9 years	11.44 hours	17.16
10-14 years	13.35 hours	20.03
15-19 years	14.73 hours	22.10
20-24 years	16.81 hours	25.22
25- years	20.11 hours	30.17

Part-time employees accrue prorated vacation benefits based on FTE.

10.3 Ineligibility for Vacation. Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

10.4 Accrual Balance Statement. Vacation time shall be accumulated to a maximum of two hundred forty (240) hours. The City shall provide each employee with a monthly statement showing the vacation leave balance.

The vacation accrual cap shall be assessed and applied by the City each year at the February

pay period. " Assessed and applied" means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

Employees shall have the option to cash out up to forty (40) hours of earned vacation once per year in the month of November. Vacation cash outs will be valued at the employee's rate of pay as of November 1st . Employee cash out requests shall be submitted not later than October 10th and will be paid in the November payroll. Hours applied will reduce the employee's vacation balance available as of November 1.

10.5 Time Off. Requests to use vacation, compensatory time, or holiday leave shall not be denied on the basis of minimum staffing, provided that the request is submitted at least 72 hours before the requested time off and no other employee has requested vacation, compensatory time or holiday leave.

ARTICLE 11: HOLIDAYS

11.1 Holiday Accrual. Full-time employees shall receive ninety-six (96) hours of holiday leave in lieu of holidays listed below (accrued at the rate of eight (8) hours for each holiday listed below, (12 holidays @ 8 hours each)). These holiday leave hours shall not accrue until the date of the holiday listed below and cannot be taken until on or after the holiday normally falls in the calendar year. Holiday hours shall not accrue in excess of one hundred twenty (120) hours.

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Floating Holiday in lieu of	Lincoln's Birthday
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Floating Holiday in lieu of	Christmas Eve December 24th

Christmas Day December 25th

Part-time employees will receive prorated holiday leave based on FTE.

Holiday hours are floating holidays and may be taken as such; provided, however, that the City may require sworn and non-sworn office personnel who are not assigned to patrol to take holiday time off on the date the holiday is observed.

11.2 Payment for Holiday Balance at Termination. Employees shall be compensated for accrued but unused floating holidays at termination or other separation of employment at the employee's final hourly rate.

11.3 Day Observed. When one of the above holidays falls on a Saturday, the previous Friday shall be observed as the holiday; when one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

11.4 Holiday Premium Pay. All employees who are assigned to patrol and who are mandatoried by their supervisor to work shifts starting on July 4, Thanksgiving Day or Christmas Day will receive time and one-half compensation in addition to their straight-time compensation (2 ½) for their entire shift, irrespective of whether their shift extends outside those holidays. Employees whose shifts extend into July 4, Thanksgiving Day or Christmas day will not be eligible for double time and one-half (2 ½) for work performed on those holidays, unless they are mandatoried by their supervisor. Any voluntary work performed on July 4, Thanksgiving Day or Christmas Day will be paid at the standard time and one-half (1½) rate.

All employees who are mandatoried (does not include regularly scheduled patrol) to work on other recognized holidays shall receive time and one-half (1-1/2) compensation for work performed on those holidays. Holiday premiums shall not be paid on Lincoln's Birthday, the day after Thanksgiving, or Christmas Eve, which are either taken off as a Floating Holiday or are considered a normal operational work day for all employees. Any volunteer work performed on these holidays will be paid at the employee's standard rate of pay.

Sworn employees assigned to patrol whose normal workday would fall on a recognized holiday shall not be required to take the day off. For purposes of this Section "assigned to patrol" means only Officers and Sergeants directly assigned to patrol duties and does not include employees assigned to specialty assignments, such as SRO, Traffic, etc.

11.5 Differentials for Varying Workdays. Any employee who works other than a 5/8 schedule must use vacation or compensatory time to make up the differential between holiday pay and the pay received for their regular workday.

11.6 Accrual Reports. The City shall maintain a system to provide each employee with a monthly statement showing all employee leave balances (including Holiday leave).

The holiday accrual cap of one hundred twenty (120) hours shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" means that any accruals

in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

ARTICLE 12: SICK LEAVE

12.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of ten (10) hours per month. There is no maximum on the number of sick leave hours that may be accrued. Newly hired employees shall accrue sick leave from the beginning date of employment, but shall not be eligible to use sick leave during the first month of employment.

12.2 Use of Sick Leave. Employees may utilize their accumulated sick leave for any of the following reasons:

A. When they are unable to perform their duties due to an off-the-job illness or injury, pregnancy, medical or dental care or exposure to a contagious disease;

B. When their presence is required to care for a member of their immediate family who is ill or injured in accordance with OFLA (ORS Chapter 659A) and Oregon Sick Leave law (ORS 653.601-661);

C. When a minor child, dependent or employee is a victim of domestic violence, harassment, sexual assault or stalking to seek legal assistance, obtain medical treatment, relocate or engage in other activities as required by ORS 659A.272;

D. When the employee's place of business is closed, or the employee's child's school or place of care is closed by order of a public official due to a public health emergency;

E. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member; If the Company is required by law to exclude the employee from work for health reasons; or bereavement.

G. For any purpose allowed by the Oregon Sick Leave Law and OFLA, including bereavement leave of up to eighty (80) hours to grieve, attend the funerals/bereavement events or make funeral arrangements for the loss of an immediate family member, provided the leave is taken within sixty (60) days of notice of death.

H. For the birth, adoption or foster care placement of a child, consistent with applicable law.

I. To supplement workers' compensation time loss benefits in accordance with Article 14.7 of this Agreement.

Employees may elect to substitute vacation leave, holiday leave or compensatory time for sick leave.

In no event shall sick leave be used to extend a vacation period. Intentional abuse of sick leave is cause for discipline, which may include discharge.

The City may direct the use of sick leave where the City has a reasonable basis to conclude, based on medical opinion/certification, that an employee is unable to work due to an illness or a health condition which is not as a result of an employee's employment with the City. The City may require an employee to undergo a medical evaluation at City expense when it has a good faith concern that the employee cannot perform the essential duties of his/her job or would pose a direct threat to their safety or the safety of another if allowed to continue working.

12.3 Reporting Absence. Employees who are ill or injured and unable to report to work shall make a reasonable effort to notify their immediate supervisor prior to their reporting time. In case of a continuing illness, employees shall keep their immediate supervisor advised of the employee's inability to report to work. When the need to utilize leave is foreseeable, the employee shall notify the City of the need for the leave ten (10) calendar days prior to the date the leave will begin or as soon as practicable. Employees must make a reasonable effort to schedule foreseeable leave in a manner that is not unduly disruptive to operations. The City may discipline an employee for failing to provide proper notice or for failing to make a reasonable effort to schedule leave in a manner that is not unduly disruptive to operations.

12.4 Substantiation. The City may require certification to substantiate that an illness or injury was for an allowable sick leave purpose, consistent with applicable law. Such certification includes documentation signed by a healthcare provider or documentation supporting the use of sick leave for domestic violence, harassment, sexual assault stalking or other reasons listed in Article 12.2 above, consistent with applicable law. When sick leave is used for family leave purposes, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a medical certification form to support the use of family leave and to obtain second and/or third opinion as provided by law. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the City shall bear the cost of the required certifications. An employee may be required to provide a fitness for duty certification before returning from family leave.

12.5 Sick Leave Fold-In on Retirement. Accrued sick leave shall be applied to retirement or disability benefits through the Public Employees Retirement System as outlined in ORS Chapter 238 and the administrative rules and regulations of the Public Employees Retirement System for the purpose of increasing retirement benefits for those employees who are eligible.

12.6 Medical and Dental Appointments. Paid time off for routine and pre-scheduled medical and dental appointments shall be granted to employees without deductions from their sick leave for an absence of up to two (2) hours. Any absence of more than two (2) hours shall be deducted from the employee's sick leave, unless the employee elects a deduction from vacation, holiday or compensatory leave accounts. It is the responsibility of the employee to make every effort to schedule appointments during off-duty hours. When employees' work schedules are such that they cannot schedule such appointments before or after work, the employee is to schedule such appointments so as to minimize interference with their work schedule.

For the purpose of this Article "immediate family" shall include: an eligible employee's grandparent; grandchild; spouse; Oregon-registered same gender domestic partner; the domestic partner's child or parent; biological, adoptive, foster or stepchild; parent-in-law; biological, adoptive or foster parent and a person with whom the employee was or is in a relationship of in loco parentis.

12.8 Sick Leave Incentive. Effective January 1, 2018, excluding the first forty (40) hours of leave protected under the Oregon Sick Leave Law, OFLA and FMLA, any employee who uses ten (10) hours or less of unprotected leave from the beginning of the January pay period and ending with the December pay period will be granted twenty (20) hours off to be scheduled off in the manner of compensatory time or vacation. The twenty (20) hours must be taken in the following calendar year or forfeited.

ARTICLE 13: LEAVES OF ABSENCE

13.1 Leaves of Absence Without Pay. An employee may be granted a leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and that the work of the Department will not be seriously handicapped by the temporary absence of the employee. The City may interrupt or terminate such leave by thirty (30) days written notice certified mail to the address given by the employee on his or her written application for such leave. Upon receipt of notification that the City desires the employee to return to work, the employee shall return to work within (10) days or be subject to discipline.

Such leave shall not be approved for the purpose of accepting employment with another employer or engaging in self-employment. Employees who violate this condition or other terms of their application for unpaid leave will be subject to discipline, including discharge.

Employees on leave of absence without pay shall not accrue vacation or sick leave and may be required to reimburse the City for insurance premiums. If the City does not require an employee to reimburse insurance premiums, such action will not be deemed a binding precedent and the Association will not maintain that such action establishes a past practice. Employee seniority will continue to accrue during the period of an authorized unpaid leave of absence.

13.2 Military Leave. Military leave shall be granted in accordance with Oregon and federal law. The fifteen (15) days referred to in ORS 408.290 shall be applied to the first fifteen (15) days of absence from work occasioned by a service member's military duty and training in each calendar year.

Employees may donate vacations, holiday and compensatory time to an employee who is ordered to active duty in the Armed Forces of the United States by order of the President. Balances donated will become available for transfer when the recipient has exhausted all paid leave. The vacation, holiday and compensatory time will be valued on an hour for hour basis, irrespective of differences in the donor's and donee's rates of pay. Donors must submit a written authorization for leave donations on forms provided by Human Resources. The City thereafter shall make periodic disbursements to employee to keep the donee in fully paid status until funds in his earned

leave accounts are exhausted.

13.3 Non-Duty Witness or Jury Duty. If an employee is called for jury duty or is subpoenaed as a witness, the employee shall be granted leave with pay. Compensation received (except travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact the employee's supervisor, who may assign the employee for the remainder of the employee's regular workday at his/her discretion.

13.4 Funeral and Bereavement Leave. In the event of death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster children, or other relatives not listed but residing in the employee's household) an employee may be granted a leave of absence up to three (3) calendar days with pay. Employees may also use their sick leave for funeral and bereavement leave in accordance with OFLA. Additional paid leave of absence may be granted on an individual need basis. Such leave of absence must be approved by the Chief and, if extended, by the City Manager.

13.5 Parental, Family and Other Protected Leave. Parental and family leave may be taken pursuant to applicable state and federal law as set forth in the City's Leave of Absence Policy. Generally, these laws provide leave for the employee's own serious health condition, for the care of specified family members with serious health conditions, for parental leave purposes, to care for a child who needs home care but does not have a serious health condition and for certain other qualifying reasons. While out on such leave, an employee may utilize accumulated sick leave, vacation time, compensatory time and holiday time in any order. In the event an employee does not specify which paid leave bank is preferred, sick leave will be used first, followed by compensatory time, holiday and vacation leave. After using all paid time, the employee may take the balance of any qualifying parental and family leave without pay.

Except where otherwise required by law, all parental and family medical leaves required under state and federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement, irrespective of paid leave bank used or whether the employee is on unpaid status. The employee may be required, at City expense, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 14: EMPLOYEE INSURANCE BENEFITS

14.1 Health Insurance and Contributions. The City shall provide medical, hospitalization, dental, and optical insurance for employees covered by this Agreement and their eligible dependents. The following insurance programs will be available: MODA Medical Plan and Kaiser for medical, Pacific Source and Kaiser Dental and VSP vision.

Pacific Source Dental and Kaiser Dental Insurance shall be fully paid. Employees shall pay five percent (5%) of the monthly premium cost for medical and vision coverage through payroll deduction. For full-time employees who are participating in MODA medical plan,

employee contributions will be computed as:

Single Coverage	5% of tiered Single premium
2 party Coverage	5% of tiered 2-party premium
Family Coverage	5% of the composite premium

For employees who are participating in Kaiser, employee contributions will be computed at 5% of the tiered rate.

For part-time employees, premium costs will be computed based on FTE.

14.2 Employee Health Insurance Opt-Out Election. In the event a married couple is employed by the City, the bargaining unit spouse may opt out of primary coverage under this Agreement and elect only spousal dependent coverage. In such event, the City will contribute to the employee's HRA account $250 during January of each opt-out benefit plan year.

14.3 Retiree Medical. Upon retirement at or after PERS eligible retirement age, the City shall provide the option to each employee and family member to continue the same medical coverage provided to the employees of the City as a retiree benefit under the terms of the retiree plan. This benefit is limited to the extent guaranteed by ORS and is subject to the limitations of the insurance plan(s) and law.

Eligibility of each individual retiree plan participant is lost upon attaining age 65 or Medicare eligibility for any reason if earlier. The City will pay one-half (1/2) of the insurance premium for the retiree only, if the employee has retired based on PERS age and years of service criteria for employees hired after July 1, 2019, and has completed at least ten (10) consecutive years of service in the bargaining unit on date of retirement.

Employees employed as of June 1, 2016 and without a break in service through the retirement date will continue to be eligible for a 50% Medicare Plan B supplement reimbursement as follows: After age 65, the City will pay one-half (1/2) of the insurance premium for the employee only for Medicare supplemental health care coverage if and to the extent that such coverage is offered by the group plan provider and the plan in which the employee was enrolled at time of retirement. Those retirees choosing additional coverage or coverage for other members of the household will be required to pay all additional costs of such insurance.

14.4 Life Insurance. The City shall provide a $25,000 double indemnity term life group insurance policy for all employees covered by this Agreement and a $1,000 term life group insurance policy for each dependent of an employee, covered by this Agreement. Premiums for this coverage shall be paid by the City. The City's plan shall allow employees to purchase additional life insurance at their own expense

14.5 Liability Insurance. The City shall provide a $1,000,000 liability and false arrest insurance policy or provide similar protection through a program of self-insurance for all employees within the bargaining unit. Premiums for this coverage shall be paid by the City.

14.6 Disability. The City shall provide a disability (salary continuation) insurance policy for

employees covered by this Agreement. This policy shall provide employees who are determined to be eligible for benefits by the insurance carrier an income equal to two-thirds (2/3) of the employee's pre-disability earnings less deductible income in accordance with the City's insurance policy , up to $6,000 per month starting ninety (90) days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Long term disability insurance payments shall be integrated with, but not paid in addition to sick leave or other disability payments such as Social Security, Worker's Compensation, or PERS. Premiums for this coverage shall be paid by the City.

14.7 Workers' Compensation. The City shall provide all employees covered under this Agreement with industrial accident insurance coverage for job-related injuries and occupational illnesses that might be incurred by the employee. Benefits under this coverage shall include medical treatment and care, as well as disability compensation during periods of time lost from the job. Premiums for this coverage shall be paid by the City.

A. When an employee is absent from work because of an on-the-job injury or occupational illness, the time off will not be charged to sick leave, except as provided below. The employee may select one of the following options:

1. The employee will only receive his/her Workers' Compensation payments.

2. Employees will receive their regular paycheck and benefits for the period they are receiving time loss payments. However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.

Under option two (2), the following will occur:

a. No sick leave will be deducted from the employee' s sick leave accruals for one hundred eighty (180) days from the date immediately following the first day of absence due to a compensable injury or occupational illness. This 180-day period begins on the first date of absence following the original date of injury or occupational illness, as determined by the City's workers' compensation program's third-party administrator (TPA). Days where the employee works a minimum of four (4) hours will not count in the calculation of the 180-day period.

b. After one hundred eighty (180) consecutive calendar days immediately following a compensable injury, employees shall use available sick leave for integration with their Worker's Compensation payments in order to receive their gross monthly wages. In this situation, a full paycheck will only be received if the employee has available sick leave accrued. Days where the employee works a minimum of four (4) hours will not count in the calculation of the 180- day period.

c. In the event an employee's sick leave benefits are depleted, the

employee shall use available compensatory time, vacation pay and holiday pay for integration with their Worker's Compensation payments in order to receive their gross monthly wages. In the event an employee does not specify a preference, compensatory time will be utilized first, followed by holiday pay, then vacation pay.

d. In the event of overpayment, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck, in accordance with applicable law.

e. In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was or was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what he/she should have received in sick leave and other benefits pursuant to Section 14.7, above. The City agrees to notify the Association of the need for the adjustment and consult with Association representatives to ensure a proper adjustment is made.

14.8 Obligation to Pay Premiums is Exclusive. It is understood that the City's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

14.9 Changes in Provider or Benefits. In the event that the City should desire to change to different insurance plans or insurance carriers for any of the provided insurance programs, the City and the Association shall jointly meet and review the coverage proposed by the new carrier(s) to insure that the proposed coverage is equal to or better than what is currently being provided. Outside consultants may be utilized to aid in analyzing new proposals for insurance coverage. The parties agree to bargain insurance changes as required by PECBA.

In the event that the City is notified by any of its insurance carriers of a change in benefits, the City shall promptly notify the Association.

14.10 HRA-VEBA. The City will contribute one percent (1%) of an employee' s monthly salary into a tax-free VEBA account, and once a year on January 15, the City will put the cash equivalent of all hours over forty (40) hours of compensatory time into the employee's VEBA account.

ARTICLE 15: RETIREMENT

15.1 Public Employee Retirement System ("PERS") Members. For purposes of this Article 17.1(A), " employee" means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

15.2 Retirement Contributions. The City will continue to "pick up" the six percent (6%) employee contribution to the Public Employees Retirement Fund. Nothing in this Agreement shall

constitute a waiver of the parties' rights, claims, or defenses with respect to the PERS Litigation and PERS related claims.

15.3 Oregon Public Service Retirement Plan Pension Program ("OPSRPPP") Members.

A. **Coverage Defined.** For purposes of this Article 15.3 "employee" means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 733.

B. **Contributions to Individual Account Programs.** As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in the program. The employee's contributions paid by the City under this Article 10.1(B) shall not be considered to be " salary" under Section 1(16)(c) of Chapter 733, Oregon Laws 2003, for the purposes of computing a OPSRPPP member's " final average salary" under Section 10 of Chapter 733, Oregon Laws 2003, or " salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

C. **Effect of Changes in Law Other than PERS Litigation.** In the event the City' s payment of a six percent (6%) employee contribution under Article 15.2 or 15.3 B, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than the PERS Litigation), the Agreement shall be automatically reopened for the purpose of negotiating a substitute provision.

For reasons indicated above or by mutual agreement, if the City ceases paying the applicable six percent (6%) pick-up and instead provides a salary increase for eligible bargaining unit employees during the term of this agreement, and bargaining unit employees are able, under existing law, to make their own six percent (6%) contribution to their PERS account or to the Individual Account Program account, as applicable, such employees' contributions shall be treated as " pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).

15.4 Deferred Compensation. The City will contribute three percent (3%) to a Section 401(a) deferred compensation plan.

ARTICLE 16: EDUCATION ASSISTANCE

16.1 Reimbursement for Tuition. The City shall reimburse an employee for tuition for courses related to the employee's work, provided that:

A. The course is approved in advance by the Chief of Police and City Manager;

B. The employee received a grade of "C" or better or a "Pass" grade if the class is graded on a "Pass-Fail" basis;

C. The employee is not receiving reimbursement for tuition from other sources; and

D. Funds have been budgeted.

16.2 Reimbursement for Books. The cost of text books and/or technical publications required for such courses will be reimbursed by the City, provided that the material can be studied by other employees and the material is not already available to the employee. All materials purchased by the City will be placed in a library located in the Department for use by other employees.

16.3 Courses During Working Hours. Courses which are offered only during regular working hours may be approved by the Chief, provided time off can be conveniently arranged. Such time shall be considered paid administrative time.

16.4 Reimbursement for Travel Expenses. The City shall reimburse travel expenses to and from the location of a course only if the employee is directed to attend the course. Employees will be directed to travel from home or the Department to the course, whichever is closer. The City recognizes that it must, through the normal budgeting process, ensure that a reasonable amount of money is included in the budget for the Department for the purpose of training and education.

ARTICLE 17: RESERVE OFFICERS

17.1 Reserve as Replacements. Reserve officers and/or volunteers will not be utilized by the City to replace regular employees of the Department in the event of layoffs.

17.2 Special Association Membership. Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in Article 30 of this Agreement.

ARTICLE 18: LAYOFFS

18.1 Notice of Layoff. If the City determines the need exists for a reduction in the workforce, written notice of not less than two weeks shall be provided to the employees to be laid off. All seniority credit is lost after a break in service of twenty-four (24) months. Employees shall not accrue seniority or any other benefits while on layoff.

18.2 Layoff. While the City reserves the right to determine positions to be eliminated, layoffs

within each affected job classification shall be made on the basis of employee's seniority within the job classification. Employees who receive notice of layoff shall have the right to accept the layoff or exercise their bumping rights in accordance with Article 18.3, below.

18.3 Bumping. Any bargaining unit member given notice of layoff who has held a position in a different classification within the bargaining unit within five (5) years preceding the intended date of layoff may bump the incumbent in that classification who has the lowest bargaining unit seniority. An employee who is notified of layoff must exercise his/her bumping rights in writing to Human Resources within seven (7) days of notice of layoff. An employee who bumps another employee will be placed on the same shift as the employee they bumped for the duration of that shift bid.

18.4 Recall. Employees shall be recalled from layoff according to seniority in the classification from which they were laid off. The names of employees laid off shall be placed on recall lists by job classification. An employee's position on the recall list shall be based upon bargaining unit seniority as defined in Article 7.1. An employee's layoff status shall be changed to terminated status, if he/she has not been recalled within twenty-four (24) months of the date of layoff. Laid off employees shall have ten (10) calendar days from receipt of written notice or fourteen (14) calendar days of the sending of the written notice, whichever is later, in which to accept recall. Notice of acceptance must be directed in writing to Human Resources. Recalled employees must report to work within twenty-one (21) calendar days from receipt of written notice of recall, unless agreed otherwise. Notification of recall shall be by certified letter sent to the last address provided to the City by the employee. It is the responsibility of the employee on layoff status to keep the City informed as to changes of address. Return of the notice as undeliverable because the employee has moved without notifying the City will constitute rejection of recall, unless the employee otherwise informs Human Resources acceptance of recall within the deadlines set forth above.

18.5 Administration. No regular full-time employee shall be laid off while temporary employees are retained in the same job classification. No new employees shall be hired into job classifications from which employees have been laid off until the recall list has been exhausted. Employees outside the bargaining unit will not be permitted to "bump" into job classifications covered by this Agreement.

ARTICLE 19: UNIFORMS

19.1 Uniforms. The City shall provide uniforms for all employees required to wear uniforms and shall provide fitted ear pieces for all sworn employees. Uniform items shall be replaced by the City as needed due to normal wear and tear or damage incurred in the line of duty.

19.2 Boots and Shoes. The City will contribute up to two hundred seventy five dollars ($275.00) to fully reimburse or partially reimburse sworn officers, code enforcement officers and community service officers for footwear purchased for work purposes. Sworn officers, CEOs and CSOs are eligible for the footwear reimbursement once every two (2) years in the month of July. The City will contribute up to seventy-five dollars ($75.00) annually, in the month of July, to fully reimburse or partially reimburse non-sworn personnel other than CEOs and CSOs for footwear purchased for work purposes. Footwear shall be selected by the individual employee but shall

conform to standards set by the Chief.

19.3 Clothing Allowance. Officers assigned to the Detective Division shall be reimbursed up to a maximum of six hundred fifty dollars ($650.00) annually for outer clothing including dress slacks, sport jackets, ties, and/or dress shirts. Clothing may be selected by the employee but must conform to standard set by the Chief. Approved reimbursements will be made to the employee by check within thirty (30) days of turning in the receipt and will be paid subject to IRS reporting and withholding requirements.

19.4 Cleaning. The City will provide for the cleaning of City supplied uniforms not to exceed more than four (4) cleanings per month per employee. Additional uniform cleanings may be granted on an approved need basis.

19.5 Body Armor. Soft body armor shall be provided by the City and replaced as recommended by the manufacturer.

ARTICLE 20: FITNESS CLUB DUES ALLOWANCE AND VOLUNTARY WELLNESS INCENTIVE

The City will continue to pay directly $15 per Month to a fitness club accepting a direct deposit.

The City reserves the right to monitor workout activity. An employee who fails to work out regularly (at least two times per week) shall lose contribution credit by the City and must pay full membership by payroll deduction until a two-month record of regular workouts is established. Failure to utilize the gym for good reason, such as medical condition or vacation shall not result in loss of contribution credit.

In addition, the City will offer a wellness incentive to employees pursuant to the Memorandum of Understanding entered into between the parties on October 26, 2018 as modified on April 3, 2019. Either the City or the Association has the right to discontinue to voluntary wellness incentive upon written notice to the other party during the month of December. Any such discontinuation shall become effective for the subsequent calendar year without impact bargaining.

ARTICLE 21: TRAVEL EXPENSES

Employees shall be reimbursed for expenses incurred when traveling on City business or when required to use their personal vehicle for travel on City business. Regulations regarding approval and reimbursement of travel expenses are outlined in the City's Administrative policies.

ARTICLE 22: PERSONNEL RECORDS

22.1 The Personnel Record. Personnel Records shall be maintained on each full-time employee of the City. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall

be placed in the employee's personnel file. The personnel file is maintained in the City Personnel Department. The City also maintains supervisory and investigatory files.

22.2 Employee Response. A copy of any written item placed in an employee's personnel file, which has not already been provided, shall be furnished to the employee within three (3) days. The employee may respond in writing within seven (7) days to any information with which he disagrees, and such response shall be placed in his personnel file.

22.3 Inspection and Copies. Employees or the Association representative with written permission of the employee, shall have the right to inspect their personnel file. The employee or Association representative may request a copy and shall pay the cost of making copies from these files at the City's standard charge. Neither the file nor items in the file may be removed from the Human Resources Department. An employee may arrange with a supervisor to inspect the supervisor's file. Investigatory files may be inspected when the investigation is concluded at a time arranged for with the Chief of Police.

22.4 Removal. Written reprimands and any response written by the employee shall be removed from the employee's personnel file after three (3) years upon request of the employee, provided there is no subsequent written reprimands or disciplinary action for the same or similar conduct taken during the intervening period of time. Documents removed shall be destroyed in accordance with the rules of the State Archivist (Oregon Administrative Rule 166-200-0305).

22.5 Transmittal. No portion of any employee's personnel file, supervisor's files, or investigative files shall be transmitted for other than a business purpose without the employee's written consent, court order, or order by the Clackamas County District Attorney.

ARTICLE 23: FUNDING

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City of Oregon City. In the event that the City does not receive the required voter approval needed to fund the annual budget the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback of services.

ARTICLE 24: ASSOCIATION MEETINGS

The City and the Association recognize that most employees covered by this Agreement are employed in Departments which utilize twenty-four (24) hour per day schedules and that these work schedules would not allow all of the Association members to be present at a meeting to discuss Association business. The City and the Association agree to the following:

A. Attendance of on-duty Association employees at Association meetings is subject to operational needs as determined by the City and is limited to one (1) hour per month.

B. There shall always be one (1) patrol officer on duty at all times who is not in attendance at any called Association meeting; all other on-duty employees shall be subject to call back to duty for any reason pertaining to City business.

C. The Police Records office shall not be left unstaffed because of provisions in this article.

D. Association meetings may be scheduled in advance and held in the City Commission Chambers subject to the regular scheduling procedures used by the City for that room.

E. PAC or political campaign related activity shall not be conducted at or in conjunction with any meeting held on City premises or attended by on-duty personnel.

ARTICLE 25: DISCIPLINE AND DISCHARGE

25.1 Disciplinary Measures. Disciplinary action for non-probationary employees shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

A. Oral reprimand
B. Written reprimand
C. Reduction in pay (Step Reduction)
D. Suspension without pay
E. Demotion
F. Discharge

The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures.

25.2 Due Process. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee

25.3 Association Representation in Discipline Process. The City acknowledges the right of the employee to have a representative of the Association present at stages C, D, E and F of the disciplinary process. The City agrees to work under the Association's posted notice concerning employee rights in the disciplinary process per Appendix B.

25.4 General Procedures.

A. **Potential Discipline Situations.** Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, untruthfulness, unlawful use of force, and/or a violation of civil rights will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.

2. At least seventy-two (72) hours prior to a disciplinary interview, the result of which could be that the City may impose an economic sanction upon the employee, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time. The employee will be afforded the opportunity to consult with an Association representative. The employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than an oral warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

3. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

4. The City shall make a reasonable good faith effort to conduct these interview's during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chiefs designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours, as long as the

appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift.

5. The employee will be required to answer any questions specifically involving the non-criminal matter(s) under investigation. Employees will also be required to answer any questions specifically involving any criminal or potentially criminal matter(s) being investigated, if they have been given Garrity protections. Employees will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

8. The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be transcribed by the City and the employee and the Association shall be provided a copy thereof.

9. Interviews and investigations shall be concluded within forty-five (45) calendar days of the interview date of the employee, as set forth above. The City may unilaterally extend the date for conclusion of the investigation by thirty (30) calendar days, provided that the Association and the employee receive written documentation of the City's extension decision on or before the start of the extension period. Fourteen (14) calendar day extensions may occur one (1) or more times subject to Section 25.4(A)(10).

10. The employee and the Association shall be notified in writing of the results of any investigation and for non-criminal investigations, those results must be presented in writing to the employee and the Association within one (1) year from discovery by the City of the basis of discipline. If not, the employee will be exonerated of all charges.

B. **Use of Deadly Force Situations.** Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney and provided an opportunity to review any video or audio recording available to the Department relating to the incident prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

C. **Criminal Investigations.** Section 25.4 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the

best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 26: GRIEVANCE PROCEDURE

26.1 Grievance Defined. For the purpose of the Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.

26.2 Grievance Adjustment Steps. Grievances shall be processed within ten (10) days of the date on which the grievance occurred or the employee's knowledge thereof in the following manner:

Step 1: An employee or the Association shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without an Association representative. The supervisor shall respond to the grievance as quickly as possible but no later than ten (10) days after the grievance is first discussed.

Step 2: If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Association shall submit written grievance to the Chief or, in the absence of the Chief, his designee. In the event the grievance is filed by an employee, a copy will also be provided to the Association. The grievance must include: 1) a statement of the grievance and relevant facts; 2) the specific provisions of the Agreement violated; and 3) the remedy sought. The Chief or designee shall meet with the grievant and the Association and attempt to resolve the grievance. The Chief or designee shall respond to the employee in writing within ten (10) days of the meeting with a copy to the Association.

Step 3: If within ten (10) days from receipt of the Chief's reply, the grievance remains unresolved, the grievance may be submitted to the City Manager. The City Manager or designee may meet with the aggrieved party, the Human Resources Director, the Chief, the employee's immediate supervisor, and the Association representative, and shall respond within ten (10) days of the meeting, with a copy to the Association. The meeting will be scheduled within ten (10) days of receipt of the grievance.

Step 4: If the grievance still remains unsettled, the Association or a non-member of the Association grieving discipline may, within ten (10) days after the reply of the City Manager, serve written notice to the City Manager of the Association's intent to arbitrate the grievance.

26.3 Arbitration. After the grievance has been so submitted, either party may request from the Oregon Employment Relations Board a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The arbitrator's decision shall be within the scope of the issue(s) presented and terms of the Agreement and in writing including detailed findings and conclusions, together with

an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.

26.4 Grievance Administration Issues. Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and hearing room shall be borne by the losing party. If mutually agreed prior to arbitration, the cost of transcription of the hearing shall be shared equally. If there is a dispute regarding who is the "losing party", the arbitrator will be asked to rule on that issue. If the arbitrator cannot or does not designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration.

26.5 Time Limits. For the purpose of this Article, days shall be defined as calendar days, excluding recognized holidays. Failure of an employee to submit a grievance in accordance with the time limits listed above shall constitute abandonment of the grievance. This does not preclude the parties from extending the grievance time limits by mutual written agreement.

ARTICLE 27: TRAUMATIC INCIDENTS

27.1 Debriefing. In all cases where any employee has been seriously injured, dies or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall have the opportunity to undergo a traumatic incident debriefing with a physician/psychologist designated jointly by the Association and the City. The term "directly involved" means those employees that had direct involvement in the initial traumatic incident. The City shall have the authority to require an involved employee to undergo debriefing. The purpose of this debriefing will be to allow the employee(s) to express feelings and to deal with the moral/ethical and/or psychological after effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. The cost of the physician/psychologist's services will be borne by the City and/or the appropriate insurance carrier of those services provided.

27.2 Administrative Leave. Employees involved in a traumatic incident and/or debriefing process may be placed on Administrative Leave. The length of Administrative Leave shall be determined by the City after consultation with the physician/psychologist concerning his/her findings and recommendations with respect to the employee's return to work. Administrative Leave shall be defined as: time off for or reassignment without loss of pay or benefits to the employee. The type of administrative leave will be determined by the City taking into account the type of incident and the recommendation of the person conducting the debriefing.

ARTICLE 28: EXISTING CONDITIONS

Conditions of employment that are not referred to or covered by other provisions of this Agreement shall be maintained at not less than the level in effect at the time of the signing of this Agreement. In the event the City proposes to make a change in any such existing conditions, the parties will bargain in accordance with ORS 243.698.

ARTICLE 29: REOPENER AND AMENDMENT AND CLOSURE

29.1 Reopener. The parties agree to automatically reopen this Agreement for negotiation of a successor agreement on January 1, 2022. Negotiations for a successor agreement shall commence no later than January 30, 2022. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

Any specified Article or Articles of this Agreement may be opened for renegotiation by mutual written consent of both parties at any time during the life of the Agreement. The City may also notify the Association of its intent to make changes in terms and conditions of employment not addressed in the Agreement that impose a duty to bargain. In such an event, the City will comply with its bargaining obligations in accordance with ORS 243.698.

29.2 Prior Agreements Incorporated. During bargaining for a successor Agreement, the parties agree to review and either incorporate any MOUs or MOAs that are still in effect into the successor Agreement or bargain over any desired changes, consistent with PECBA. All disputes concerning the interpretation, application and enforcement of MOAs shall be resolved in accordance with Article 26 – Grievance Procedure.

The City shall continue its past practice of reporting earned leave accruals on payroll checks.

ARTICLE 30: LEGAL DEFENSE FUND

The Association shall take steps periodically necessary to insure that all eligible members of the Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees as defined in the Summary Plan Description of the PORAC Legal Defense Fund.

During the first calendar week of December, March, June and September of each year the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay to the Association the full amount of such costs during the first half of such months in order to enable to Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

ARTICLE 31: SAVINGS CLAUSE

Should any Article, section, or provision of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter or be in violation of the law, such decision or law shall apply

to invalidate only to the specific Article, section, or provision directly specified in the decision or law. Following the issuance of any such decision or enactment of any such law, the parties agree to negotiate substitute language in accordance with ORS 243.698. All other portions of this Agreement shall continue in effect.

ARTICLE 32: TERM OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in full force and effect through June 30, 2022, or until a successor Agreement is reached. This Agreement shall not be modified in whole or in part by the parties except in writing, duly executed by both parties.

This Agreement shall be automatically reopened for negotiation of a successor agreement on February 1, 2022, with the first negotiation session being scheduled during the month of February 2022.

CITY OF OREGON CITY, OREGON

Anthony J. Konkol III, City Manager

OREGON CITY POLICE EMPLOYEES' ASSOCIATION

Brandt Wadsworth, President

REVIEWED AS TO FORM:

Kathy Peck, Attorney for the City

Daryl Garretson, Attorney for OCPEA

APPENDIX A
SALARY SCHEDULE
JULY 1, 2019 THROUGH JUNE 30, 2020 3% Increase

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	$5,448	$5,666	$5,893	$6,128	$6,373	$6,628			
Senior Police Officer	$5,513	$5,734	$5,963	$6,201	$6,449	$6,707			
Community Outreach Coordinator	$3,965	$4,237	$4,511	$4,770	$5,042	$5,309			
Senior Court Clerk	$3,906	$4,222	$4,385	$4,639	$4,876	$5,126			
Senior Police Records Specialist	$3,906	$4,222	$4,385	$4,639	$4,876	$5,126			
Community Service Officer	$3,671	$3,923	$4,176	$4,417	$4,667	$4,917			
Property Officer	$3,671	$3,923	$4,176	$4,417	$4,667	$4,917			
Police Records Specialist	$3,550	$3,837	$3,986	$4,217	$4,432	$4,659			
Court Records Specialist	$3,550	$3,837	$3,986	$4,217	$4,432	$4,659			
Court Services/Collections Clerk	$2,940	$3,086	$3,242	$3,404	$3,576	$3,755			
Parking Enforcement Officer	$2,984	$3,131	$3,289	$3,454	$3,627	$3,808	$3,903	$4,002	$4,101
Office Specialist - Code Enforcement	$3,375	$3,544	$3,720	$3,908	$4,102	$4,307	$4,413	$4,525	$4,640
Code Compliance Officer	$3,726	$3,912	$4,104	$4,310	$4,527	$4,753	$4,872	$4,993	$5,118
		18 month	36 month						
Police Sergeant	$7,291	$7,583	$7,886						

JULY 1, 2020 THROUGH JUNE 30, 2021 3% Increase

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	$5,611	$5,836	$6,070	$6,312	$6,564	$6,827			
Senior Police Officer	$5,678	$5,906	$6,142	$6,387	$6,642	$6,908			
Community Outreach Coordinator	$4,084	$4,364	$4,646	$4,913	$5,193	$5,468			
Senior Court Clerk	$4,023	$4,349	$4,517	$4,778	$5,022	$5,280			
Senior Police Records Specialist	$4,023	$4,349	$4,517	$4,778	$5,022	$5,280			
Community Service Officer	$3,781	$4,041	$4,301	$4,550	$4,807	$5,065			
Property Officer	$3,781	$4,041	$4,301	$4,550	$4,807	$5,065			
Police Records Specialist	$3,657	$3,952	$4,106	$4,344	$4,565	$4,799			
Court Records Specialist	$3,657	$3,952	$4,106	$4,344	$4,565	$4,799			
Court Services/Collections Clerk	$3,028	$3,179	$3,339	$3,506	$3,683	$3,868			
Parking Enforcement Officer	$3,074	$3,225	$3,388	$3,558	$3,736	$3,922	$4,020	$4,122	$4,224
Office Specialist - Code Enforcement	$3,476	$3,650	$3,832	$4,025	$4,225	$4,436	$4,545	$4,661	$4,779
Code Compliance Officer	$3,838	$4,029	$4,227	$4,439	$4,663	$4,896	$5,018	$5,143	$5,272
		18 month	36 month						
Police Sergeant	$7,510	$7,810	$8,122						

JULY 1, 2021 THROUGH JUNE 30, 2022 2.5% Increase

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	$5,751	$5,982	$6,222	$6,470	$6,728	$6,998			
Senior Police Officer	$5,820	$6,054	$6,296	$6,547	$6,808	$7,081			
Community Outreach Coordinator	$4,186	$4,473	$4,762	$5,036	$5,323	$5,605			
Senior Court Clerk	$4,124	$4,458	$4,630	$4,897	$5,148	$5,412			
Senior Police Records Specialist	$4,124	$4,458	$4,630	$4,897	$5,148	$5,412			
Community Service Officer	$3,876	$4,142	$4,409	$4,664	$4,927	$5,192			
Property Officer	$3,876	$4,142	$4,409	$4,664	$4,927	$5,192			
Police Records Specialist	$3,748	$4,051	$4,209	$4,453	$4,679	$4,919			
Court Records Specialist	$3,748	$4,051	$4,209	$4,453	$4,679	$4,919			
Court Services/Collections Clerk	$3,104	$3,258	$3,422	$3,594	$3,775	$3,965			
Parking Enforcement Officer	$3,151	$3,306	$3,473	$3,647	$3,829	$4,020	$4,121	$4,225	$4,330
Office Specialist - Code Enforcement	$3,563	$3,741	$3,928	$4,126	$4,331	$4,547	$4,659	$4,778	$4,898
Code Compliance Officer	$3,934	$4,130	$4,333	$4,550	$4,780	$5,018	$5,143	$5,272	$5,404
		18 month	36 month						
Police Sergeant	$7,735	$8,044	$8,366						

APPENDIX B: EMPLOYEE RIGHTS TO ASSOCIATION REPRESENTATION DURING INVESTIGATORY INTERVIEWS

The Oregon Employment Relations Board has held that Public Employees have a right to Association representation at Investigatory Interviews where:

1. The employee reasonably believes that disciplinary action is being contemplated or may result.

2. The employer insists on an interview (questioning).

3. The employee requests representation (the employer is not required to inform the employee of his right).

If you are ordered by a supervisor to submit to an interview without a representative, should obey the order, then contact the Association to file appropriate grievances and unfair labor practice charges.

If you are ordered by a supervisor to submit to an interview without a representative, obey the order, then contact the Association to file appropriate grievances and unfair labor practice charges.

There is no right to Association representation in the following circumstances:

1. Where the meeting is simply to inform the employee of a decision concerning discipline which has previously been made. (E.g. simply to give the employee a letter of discipline).

2. Casual conversation between a management official and an employee to convey instructions, training, or needed correction of his or her work techniques.

Members of the Association are urged to exercise their right to Association representation. If you have questions or need a representative contact an Association Executive Board member or Association Attorney Daryl Garrettson --- (503) 803-4325.

OREGON CITY

Police Department

320 Warner Milne Road | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-4964 | Fax (503) 655-0530| Non Emergency Police Dispatch: (503) 655-8211

Memorandum of Understanding: Voluntary Wellness Incentive

In the interest of promoting wellness, the Oregon City Police Department has instituted a wellness incentive. There are two components to be eligible to receive the annual voluntary incentive. One is related to mental health and the other is related to physical fitness, both of which are described below.

The Department's goal in this incentive is to be inclusive and to encourage positive changes in the general wellness of our employees. The Department has provided a gym and also currently provides a free annual consultation with a nutritionist to all employees. We want to create a culture of overall wellness that benefits our employees by helping them to meet their personal best. There will be no adverse effects on employment status or employment opportunities if an employee chooses not to participate.

1. Mental Health:

To fulfill this portion of the incentive, an employee will visit a mental health provider for an annual check-up between January 1 and June 30 of the applicable year. The purpose of the check-up is to help the employee identify any potential issues and to give them tools with which they can nurture their own mental health. The Department has been given a list of qualified mental health providers by Dr. Suzanne Best, the Department's Peer Support Clinical Supervisor. Employees would choose for themselves who, from the list, they wish to see.

Like most other doctor's appointments, the information shared during these visits is between the employee and their care provider. To be eligible for the wellness incentive, the only information the Department will receive is the bill for the visit which will include the employee's name as proof of the appointment. Any follow-up regarding the consultation or recommendations made by the provider for further care or treatment will be the employee's responsibility. The Department will only pay for the one check-up visit per year.

Complying with any recommendations made by the provider is completely voluntary on behalf of the employee. The Department will not seek to obtain information regarding the results of

the consultation or any recommendations, unless the employee relies on the consultation or recommendations to request an accommodation or obtain an employment right or benefit.

Because this program is voluntary and is predominantly for the employee's benefit, the time spent by the employee in obtaining the consultation is not work time. Employees will not be paid for that time by the City.

2. Physical Fitness:

There are many aspects of physical fitness that can benefit employees, such as overall health and stress management, that the City would like to promote.

In deciding on a fitness standard, the City looked to the State of Texas, which uses a 2000-meter rowing standard to fulfill a legislative requirement that all sworn police officers must pass on an annual basis. The Concept 2 Rower assists people in achieving high levels of cardiorespiratory fitness. Some of the main advantages to the rowing test (versus others fitness standards) are that it has little to no impact on joints, it is a functional movement, and the likelihood of injury while rowing is very small. The City does not intend to make the rowing standard a mandatory requirement of the job, but will base the fitness portion of its voluntary incentive program on the Texas model.

For example, Texas uses a validated metric that is graduated based on weight, gender, and age. The two variables in the metric for an employee's successful performance of the standard are the speed at which they row and body weight. To improve the performance percentile, an employee must row faster, decrease their weight, or a combination of both. The State of Texas uses a 70% standard on the metric as a minimum standard to be a police officer. The calculator for the metric can be viewed at: (https://www.dps.texas.gov/ETR/concept2RowerCalc.htm). Because the City wants to encourage more than a minimum standard of physical fitness, however, we will use the 75th percentile to fulfill the fitness aspect of the wellness incentive rather than the 70% standard.

Employees who wish to qualify for the incentive will be expected to complete the rowing standard between January 1 and June 30 of the applicable year. Employees who are initially unable to achieve the 75th percentile can still achieve the fitness portion of the incentive by

demonstrating a 15th percentile improvement over their own initial results during the remainder of the six-month period. This will be a one-time only opportunity. After an employee uses the 15% improvement to get the incentive in one year, they will need to meet the regular conditions of the incentive in subsequent years. Additionally, employees who achieve the 85th percentile of the metric will be eligible for an additional $250 (a total of $750 for the annual incentive).

The fitness test will be administered by a proctor who has received training, as identified by the Chief of Police or the Chief's designee.

An employee who believes that he or she needs a reasonable accommodation in order to take the test or to complete the standard should consult with Human Resources. Any request for accommodation will not be used by the City for purposes of fitness for duty inquiries, unless the information results in a concern that the employee has a limitation that poses a direct threat to the health or safety of the employee or others in performing their job duties.

Because this program is voluntary and is predominantly for the benefit of the employee, the time spent taking the test is not work time. Employees will not be paid for their time while they are preparing for the test, and will not be paid for their time while taking the test unless they are granted approval by their supervisor to take the test while on duty.

Summary:

The wellness program is voluntary and as stated above, there will be no adverse effect on employment status or employment opportunities if an employee chooses not to participate. Employees will have the opportunity, between January 1 and June 30 of the applicable year, to complete both portions of the wellness incentive. Upon verification of successfully completing both the mental health and fitness components, the earned incentive will be paid at a total of $500, or $750 if the 85th percentile is reached in the fitness test. The incentive will be paid to employees in the pay period after proof of both requirements are presented to the Police Business Manager.

OREGON CITY

Police Department

320 Warner Milne Road | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-4964 | Fax (503) 655-0530| Non Emergency Police Dispatch: (503) 655-8211

Agreed – October 26, 2018

Brandt Wadsworth, President OCPEA

Jim Band, Police Chief