



AGREEMENT

BETWEEN THE

CITY OF LAKE OSWEGO

AND THE

LAKE OSWEGO POLICE OFFICERS' ASSOCIATION
(LOPOA)

JULY 1, 2019 THROUGH JUNE 30, 2022

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PREAMBLE

This Agreement is entered into between the City of Lake Oswego, Lake Oswego, Oregon, referred to as "The City," and the Lake Oswego Police Officers' Association, of Lake Oswego, Oregon, referred to as "The Association," for the purpose of fixing the wages, hours and conditions of employment in the bargaining unit covered by this Agreement. The purpose of this Agreement is to set forth the sole and full agreement between the parties relative to such matters.

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Lake Oswego Police Officers' Association of Lake Oswego, Oregon as the sole and exclusive bargaining agent for all regular full-time and part-time employees in the classification of Police Officer, Community Service Officer, Evidence Technician, Shift Lead Communications Officer, Senior Communications Operator, Communications Operator, and Communications Operator Trainee, excluding temporary and casual employees, part-time employees regularly scheduled to work less than twenty (20) hours per week and supervisors, managers, and confidential employees as defined by ORS 243.650 and all other classifications of employees.
- 1.2 New classifications developed by the City, and determined to be appropriately included in the bargaining unit, shall be assigned a wage scale by the City. The City shall forward to the Association the new classification and wage scale. The wage scale for the new classification shall then be subject to negotiations and statutory impasse procedures.
- 1.3 This Agreement shall be applied equally to all employees represented by the Association without discrimination as to union affiliation or the absence thereof, or political affiliation. The Association shall share equally with the City the responsibility for applying the provisions of this section.
- 1.4 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include employees of all sexual identities.
- 1.5 Part-time employees covered by this Agreement shall receive all benefits provided by this Agreement. However, benefits shall be prorated based on their regularly scheduled hours of work.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City, and responsible department heads. The Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Police Department, determining standards and levels of service and methods of operation, including subcontracting as limited by Article 31 and the introduction of new equipment; the right to hire, layoff, transfer and promote, including determining the procedures and standards thereof; to discipline and discharge probationary employees; to determine work schedules and assign work; and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 36. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section.
- 2.2 The exercise of any rights under this Article which are or impact a mandatory subject of bargaining are subject to negotiation prior to implementation, pursuant to the PECBA.

In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact the City will provide the Association President with written notice of the proposed change. The Association shall have fourteen (14) calendar days to demand to bargain in writing to the person proposing the change or their designee. The failure of the Association to demand to bargain in writing to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the bargaining demand by identifying whether the Association believes the proposed change involves a mandatory subject of bargaining or a permissive subject of bargaining that impacts a mandatory subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed ninety (90) calendar days. If after the passage of ninety (90) calendar days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746 by requesting a list of seven (7) arbitrators from the Employment Relations Board (ERB). If the parties cannot mutually agree to an arbitrator, they will, by lot, alternately strike names and the least one will be the arbitrator. The arbitrator shall conduct a hearing within ninety (90) calendar days of announcement of his/her selection, or at such other time as the parties mutually agree. The parties shall submit evidence in support of their last best offer pursuant to ORS 243.746. The arbitrator shall make a decision whether the City's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria set forth in ORS 243.746.

ARTICLE 3 – GENERAL PROVISIONS

- 3.1 It is agreed that employees represented by the Association shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join in the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of his/her exercise of these rights.
- 3.2 **Non-discrimination.** Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of age, marital status, sex, sexual orientation, disability, race, color, creed, religion, national origin, association affiliation, political affiliation, reporting unsafe working conditions or other protected status or activities.
- 3.3 **Non-Retaliation.** Neither the City nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws.
- 3.4 **Police Officer’s Bill of Rights.** The attached, marked "Appendix B" is incorporated as part of this Article.
- 3.5 **Domestic Partners.** For purposes of this Agreement, where insurance benefits are extended to “spouses”, domestic partners shall be considered a spouse. Additionally, other types of benefits, such as sick leave pay and OFLA benefits to care for a member of the immediate family are extended to domestic partners. Whenever the term “domestic partner” is used in this Agreement, it will be defined as an individual who lives with the employee and has fulfilled the requirements contained in and completed the “Affidavit of Domestic Partnership” form which is available from Human Resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to “spouses” as well as other benefits extended to domestic partners under this Agreement (except as limited by carrier contracts). Employees are obligated to promptly notify Human Resources in writing if domestic relationships end.

ARTICLE 4 – PEACEFUL PERFORMANCE OF CITY SERVICES

- 4.1 There will be no strike (including sympathy strike), slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing or coercing a change in the conditions, com-

pensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association or employees in the bargaining unit, the City may discipline or discharge any employee involved in such activity. Nothing in this Article shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

- 4.2 Each employee who holds the position of officer, representative or negotiator of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

ARTICLE 5 – UNION SECURITY

- 5.1 Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement.
- 5.2 The City will notify the Association of all new hires in the bargaining unit within two (2) weeks after the employee's first day of work and shall furnish the Association with the new employee's name, mailing address and position for which he/she was hired.
- 5.3 The City agrees to furnish and maintain a bulletin board in the report writing room in the Police Department to be used by the Association for the posting of notices and bulletins relating to the Association which are not prohibited by ORS 260.432.

ARTICLE 6 – DUES CHECK OFF

- 6.1 The City agrees to deduct from each employee's pay the dues, charges, fees, and assessments in the amount set by the Association for those employees who individually authorize such deductions in writing. Such authorization may be revoked in writing and will be effective the first pay period following thirty (30) calendar days' notice to the Association and City.
- 6.2 The City will not be held liable for check off errors, but will make proper adjustments with the Association for check off errors as soon as practicable. The Association will indemnify and hold the City harmless from any and all suits, actions, and claims against the City whether for damages, compensation or any combination thereof, arising out of the City's compliance with the terms of this Article. This includes any action brought by an employee or citizen under this Article.
- 6.3 The amounts to be deducted shall be certified to the City by the Association and the aggregate deductions of all employees shall be remitted together with an itemized

statement to the Association by the tenth day of the succeeding month after such deductions are made.

- 6.4 The Association shall notify the City upon the effective date of this Agreement, the legal mailing address of the Association and the authorized agent of the Association to receive dues. The Association shall notify the City immediately of any changes in authorized individuals or the mailing address.

ARTICLE 7 – OUTSIDE EMPLOYMENT

- 7.1 Permission to work at outside employment while an employee of the City of Lake Oswego must be approved in writing by the Police Chief or his/her designee within three (3) business days, unless the City has not received sufficient information to make a decision. In order to be approved, the outside employment must:
- a. In no way detract from the efficiency of the employee in City duties;
 - b. Not take preference over extra duty required by City employment;
 - c. Not present a legal or ethical conflict of interest with the police profession; and
 - d. Not involve the employee's use of the Department uniform unless authorized by the Department.

The outside employment may not be approved if it requires the City to pay overtime or hire replacement personnel because of the outside work.

- 7.2 The Police Chief may, upon reasonable grounds, at any time revoke permission to hold outside employment.
- 7.3 **Incompatible Work.** The parties agree that employees performing investigative work for insurance agencies, investigative work or process serving for attorneys or working for a collection agency is incompatible with the City work. However, this list of incompatible work is not complete or exhaustive. Other types of outside employment shall be reviewed on an individual basis.

ARTICLE 8 – WAGES

- 8.1 The City shall pay a 6% average employee contribution to the Public Employee Retirement Fund for the employee members then participating in the Public Employee Retirement System or the Oregon Public Service Retirement Plan. Such payment of employee member monthly contributions to the system shall continue for the life of this agreement, and shall also be applicable to employees who first begin to participate in the system on or before July 1, 1980 to the termination of this agreement. The full amount of required employee contributions paid by the City on behalf of employees, pursuant to this agreement, shall be considered as "salary" for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed. Such paid employee contributions shall be credited to the employee accounts and shall be considered to be employee contributions.
- 8.2 Wage rates for employees covered by this Agreement shall be increased as follows:
- a. Effective and retroactive to July 1, 2019, wages shall be increased by 2.9%. The amount shall be carried to the first decimal point.
 - b. Effective July 1, 2020, wages shall be increased by the yearly percentage change in the CPI-U Western Region Size B-C Index for the period of time ending December 2019, with a minimum of 2% and a maximum of 4%. The amount shall be carried to the first decimal point.
 - c. Effective July 1, 2021, wages shall be increased by the yearly percentage change in the CPI-U Western Region Size B-C Index for the period of time ending December 2020, with a minimum of 2% and a maximum of 4%. The amount shall be carried to the first decimal point.
- 8.3 **Salary Administration.** An employee shall move from step 1 to step 2 (or the next higher step if hired, at a step above step 1) after one-hundred and eight (180) days of employment and yearly thereafter through the steps of the salary range based on satisfactory performance. If an employee is denied a step increase, the employee may grieve the denial through the grievance procedure.
- 8.4 Communication Operators will be promoted from Step 6 to Step 5 of the Senior Communication Operator range provided:
- a. The Communication Operator has worked twelve (12) months as Step 6 Communication Operator with satisfactory performance, and
 - b. The Communication Operator meets the employment standards of the Senior Communication Operator.

Senior Communications Operators will advance through the pay steps in the manner described in Article 8.3 above.

8.5 Longevity Pay

Effective the first of the month following ratification and approval, employees will receive longevity pay as follows:

- a. Those who have more than seven (7) consecutive years of service in the bargaining unit will be paid an additional two percent (2%) of base wages.
- b. Those who have more than ten (10) consecutive years of service in the bargaining unit will be paid an additional three percent (3%) of base wages.
- c. Those who have more than fifteen (15) consecutive years of service in the bargaining unit will be paid an additional four percent (4%) of base wages.

8.6 Deferred Compensation

The City will maintain a 457 deferred compensation plan. The City will contribute 1.2% of base salary into individual employee deferred compensation account per pay period. Base salary does not include incentive or assignment pay. The City accepts no liability for the success or failure of individual investment programs. This selection is subject to applicable tax rules.

ARTICLE 9 – INCENTIVE PAY

9.1 Incentive pay will be given to those employees who meet the requirements contained herein and have made a written request submitting proof of college-level course work and/or certification of the degree obtained to the Police Department. An eligible employee shall begin to receive such additional pay the first of the month following receipt of such proof of qualification, and shall lose incentive pay the first of the month following ineligibility.

9.2 Effective the first of the month following ratification and approval, incentive pay requirements are as follows:

Option 1. Two (2) years of college-level course work *or* Department of Public Safety Standards and Training Intermediate Certificate/ Dispatcher Certification, and has maintained satisfactory performance;

Or

Option 2. Two (2) years of college-level course work *and* Department of Public Safety Standards and Training Intermediate Certificate/Dispatcher Certification, and has maintained satisfactory performance;

Or

Option 3. Four (4) year college degree *or* Department of Public Safety Standards and Training Advanced Certificate/Dispatcher Certification, and has maintained satisfactory performance;

Or

Option 4. Four (4) year college degree *and* Department of Public Safety Standards and Training Advance Certificate/Dispatcher Certification, and has maintained satisfactory performance.

- 9.3 No new employee shall receive incentive pay until their successful completion of FTPEP and their DPSST basic or career officer development Academy training. A lateral employee who meets the education incentive pay requirements, as set forth above, will be eligible for the applicable incentive pay upon hire.
- 9.4 Effective the first of the month upon ratification and approval, employees who are eligible for incentive pay shall receive five percent (5%) of the top step for their classification upon satisfying the requirements on Option 1 above; six percent (6%) of the top step for their classification upon satisfying the requirements on Option 2 above; ten percent (10%) of the top step for their classification upon satisfying the requirements of Option 3 above; eleven percent (11%) of the top step for their classification upon satisfying the requirements on Option 4 above.

ARTICLE 10 – REIMBURSEMENT FOR BOOKS AND TUITION

- 10.1 Subject to a maximum of Three Thousand (\$3,000) per employee, per fiscal year, the City will reimburse employees for the cost of books, tuition and required class materials for any successfully completed academic course which is directly related to their job classification or to an undergraduate degree program approved by the Department. The course must be approved in advance by the Police Chief, and completed with a grade point of 2.0 or better. Reimbursement of tuition is subject to a budgeted amount not to exceed Twelve Thousand (\$12,000) annually in the Police Department budget. Funds shall be distributed on a first come first serve basis.
- 10.2 Reimbursement is not available to those employees who are eligible to receive compensation through other subsidizing programs. Any employee requesting tuition reimbursement may be required to demonstrate his ineligibility to receive compensation and/or reimbursement through these programs.

- 10.3 A further stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of two (2) years after completion of the courses provided. Voluntary separation from City service prior to this time period will require that the employee return to the City a portion of the amount received. The employee will be given credit for one twenty-fourth (1/24) of the amount received for each month of completed service after completion of the course for which reimbursement was made.
- 10.4 The City will not normally provide reimbursement for college courses beyond the requirements for a bachelor's degree. Individual post-graduate courses related to the job classification will be considered on a case-by-case basis and shall be approved in advance by the Police Chief or his/her designee.

ARTICLE 11 – HOURS OF WORK

- 11.1 A normal work week shall consist of forty (40) hours and shall consist of five (5) consecutive work days, followed by two (2) consecutive days off, if an eight(8) hour shift; or four (4) consecutive work days followed by three (3) consecutive days off, if a ten (10)hour shift. A normal workday shall consist of eight hours per day on the basis of a five (5) day work week, or ten (10) hours per day on the basis of a four (4) day work week. The City may establish alternate work schedules with the agreement of the Association and the affected employees. All work hours shall be consecutive except and during annual shift rotation or shift bumps and assignments based on seniority, and as set forth under Article 11.6, below.
- 11.2 **LOCOM Alternative Scheduling.** Assuming adequate staffing levels are attained to enable the City of Lake Oswego to support a four-ten (4-10) hour work schedule for its Communication Operators, the City will implement a four-ten (4-10) work schedule for Communication Operators.

It is understood and agreed that the determination of whether adequate staffing levels exist to support the implementation or continuation of a four-ten (4-10) work schedule for Communication Operators remains with the City. It is further understood and agreed that in the event that such staffing levels are not attained or drop below levels deemed adequate by the City, the City retains the right to discontinue the four-ten (4-10) work schedule and return to five-eight (5-8) work schedule or the two-twelve – two-eight (2-12/2-8) work schedule. In such event, the City will post a new shift schedule for a minimum of ten (10) calendar days and employees will remain in effect for the remainder of the January through June or July through December shift bid period, as appropriate, or until adequate staffing levels are re-established and the City has announced its intention to return to four-ten (4-10) work schedules.

- 11.3 **Rest Periods.** A rest period of fifteen (15) minutes will be permitted for all employees during each half of an eight (8) or ten (10) hour shift, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties, and shall be considered on-duty working time. Employees who work twelve (12) hour shifts will be granted one extra fifteen (15) minute rest period. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for any employee shall be at the sole, non-grievable discretion of the Department.
- 11.4 **Meal Periods.** All employees will be granted a thirty (30) minute meal period during each work shift, to the extent possible and consistent with operating requirements of the Police Department. Each meal period shall be scheduled in the middle of the work shift, to the extent possible. Meal periods shall be considered working time and will be paid. In the event an employee is notified of unexpected need to hold over during his/her shift and is required to work four (4) or more hours beyond his/her regular quitting time, the employee shall be provided a meal at the expense of the City, or at the option of the City, shall be reimbursed up to \$10.00 for the actual cost of the meal, with verification of expenditure.
- 11.5 Communication Operators will be permitted to leave their consoles, except where operational needs dictate otherwise. Communications Operators who are on break or meal periods will remain subject to call to their consoles in cases of immediate need. Consequently, Communications Operators may be on break outside and in the immediate vicinity of the Communications Center, if in contact with the Center by handheld radio. Communications Operators may be allowed to leave the Center during breaks and/or meal periods, as long as minimum staffing is maintained, with supervisory approval.
- 11.6 Newly hired employees who are attending basic recruit school will be assigned to training schedules and hours established by DPSST. During the period an employee is undergoing training at the Academy to obtain basic certification, his/her regular work schedule shall commence as designated by DPSST. Time spent in training in excess of forty (40) hour per week, Monday through Friday, exclusive of meal periods, shall be compensated at one and a half times the employee's regular rate. When possible, overtime must be approved in advance.

ARTICLE 12 – OVERTIME AND COMPENSATORY TIME

- 12.1 Except as set forth in Article 11.6, when the City requires an employee to work beyond his/her forty (40) hours per week, or beyond his or her regularly scheduled eight (8) hours, ten (10) hours, or twelve (12) hours per shift, the employee shall be eligible for overtime pay or compensatory time subject to Article 12.5 below, at one and one-half (1-1/2) times their regular rate of pay. Overtime shall be computed to the nearest fifteen (15) minutes. There shall be no duplication of hours in computing overtime.

For employees whose work schedules are affected by changes to and from standard time/day light savings time, the City may adjust the work schedule of those who would otherwise be required to work an extra hour to avoid incurring overtime pay obligations. Similarly, the City may adjust the work schedule to those who would otherwise work one (1) less hour, in order to assure that employee receives a full work shift. Those who are required to work an extra hour due to time changes will be paid overtime for that hour or be given the opportunity to work one (1) less hour, with supervisory approval. Those who work one (1) less hour will be given the option of using compensatory, vacation or holiday leave banks for that hour, having their pay reduced by one (1) hour or, for ten (10) hour shift employees, remaining at work for their entire ten (10) hour shift.

Paid vacation, sick leave, holiday pay, and compensatory time shall be considered hours worked for the purpose of computing overtime.

- 12.2 In the event the City determines, during the course of a shift, that it is necessary to keep an employee over to work overtime, the City shall first offer the opportunity to work the overtime to those employees currently at work, on a seniority basis. In the event that no on duty employee volunteers to work overtime, the least senior employee currently at work may be ordered to work the overtime. This section does not prohibit the City from calling an employee in. The City may divide an overtime shift between the least senior employee on shift and the most senior employee scheduled to work the next shift.

Overtime assignment for officers, that are known seventy-two (72) or more hours in advance, will be posted for a duration of at least one-hundred and twenty (120) hours, whenever possible. If no one signs up for the overtime during that time period, assignments will be filled first by offering it to the supervisors in accordance with Article 12.3, and then in accordance with the mandatory language in Article 12.4 below.

Overtime assignments for officers will not be posted for assignments more than ninety (90) calendar days in advance of needed coverage.

Senior employees may bump up to seventy-two (72) hours before the commencement of the overtime.

- 12.3 Police and LOCOM Supervisors shall be allowed to perform bargaining unit work under the following conditions. The Supervisor will only work those overtime shifts that would otherwise require a bargaining unit member to be mandated to work or one that has not been filled for an open compensatory time request that requires overtime. A bargaining unit member may “bump” the Supervisor up to seventy-two (72) hours prior to the shift. After seventy-two (72) hours it is assumed that no bargaining unit member wants the shift and no “bumping” will be allowed. If a Supervisor declines to sign up for an open shift, that shift shall revert back to the mandatory rotation of the bargaining unit or the compensatory time request will be denied. The Supervisor filling the overtime shift will count to the minimums of the shift, and in the case of a Patrol Supervisor, shall be expected to fill the role of the district officer they are replacing.

12.4 In order to cover overtime shifts which qualify as mandatory overtime and have not been covered there will be a patrol wide mandatory list. This list will consist of all Police Officers assigned to patrol, based on seniority, who are no longer in the Field Training Program. The list and a sign off sheet will be posted in the briefing room. After an officer signs up and works the shift, that would require mandatory coverage, their name will be notated on the mandatory sign off sheet. It is incumbent upon the officer to notify the supervisor and have them initial the sign off sheet after signing up and working the shift. In an effort to accommodate schedules it is agreed that if an officer voluntarily signs up and works a shift that would otherwise be mandated, that officer's name will be noted on the sign off sheet.

In the event that no one signs up for the mandatory overtime it will be assigned in inverse order of seniority, based on the mandatory sign off sheet that is posted. Officers will not be mandated if they are on pre-approved leave. As the officer is mandated and works the mandated shift their name will be noted on the sign off sheet.

Whether officers volunteer or are mandated to work, their names will remain signed off until all members on the list have been mandated. It is understood that due to schedules, availability and operational needs, officers may be mandated more than once before the mandatory list is exhausted. As new officers are released from training they will be added to the list and will be the first to be mandated, based on their seniority.

12.5 Overtime assignments may be posted up to ninety (90) calendar days in advance in LOCOM. Each month, a list of open hours and shifts for the following months shall be first offered to LOCOM part-time employees. The remaining open hours will be posted for overtime coverage by seniority sign up.

Subsequent requests throughout the month and callbacks for emergency shift coverage shall be first offered to part-time employees, only if they are not scheduled to meet their minimum number of hours for that week. If each part-time employee has enough scheduled hours for the week, the time will be offered by seniority. Part-time employees shall be included in the seniority list for the purpose of being offered the time available.

12.6 **Compensatory Time Off.** Compensatory time off may be accrued by an employee as a result of call back, court appearances, training or overtime to a maximum of one-hundred and twenty (120) hours. Compensatory time will be accrued at the overtime rate and paid at the straight time rate. Compensatory time may be cashed out by the employee upon written request and will be paid at the next pay period.

Compensatory time off shall be granted subject to the following:

- a. Employees shall request to use compensatory time off no more than ninety (90) calendar days prior and no less than twenty-four (24) hours in

advance of the requested compensatory time off. This twenty-four (24) hour notice will, subject to “b” below, be considered reasonable notice under the Fair Labor Standards Act.

- b. Minimum staffing shall remain at three (3) officers or the established minimum in LOCOM. (Staffing requirements are, however, subject to change at the discretion of the City.) If the Department cannot secure a volunteer to cover for the employee who is requesting compensatory time off and thereby enable minimum staffing levels to be maintained, compensatory time off will be denied.
- d. Compensatory time off must be taken in blocks of four (4) consecutive hours or more, whenever compensatory time must be covered with employees working overtime.

12.7 Upon separation from employment with the City, accrued compensatory time will be paid to the employee or in the event of death to the employee’s heirs, as required by law at the final regular rate earned by the employee.

12.8 Each year an employee may sell and the City may purchase the compensatory time balance above forty (40) hours, subject to available funds. Such purchase elections shall be made to be effective within the thirty (30) calendar days prior to a step increase or across the board wage adjustment.

12.9 Officers will not be permitted to work more than sixteen (16) consecutive hours performing patrol duties in a twenty-four (24) hour period. Officers assigned to perform non-patrol functions may be required to work more than sixteen (16) hours in a twenty-four (24) period. Officers will not, however, be allowed to sign up for overtime immediately preceding or following their regular scheduled shift that exceeds a total of sixteen (16) hours. In such an event, once the officer qualifies for overtime pay, he/she will continue to receive overtime pay until released from duty, irrespective of whether the work being performed extends into his/her next regularly scheduled workday. If the officer’s work does extend into his/her next regularly scheduled workday and he/she is released from duty, his/her accrued compensatory, holiday or vacation time will be charged for the remainder of his/her workday. In the event the employee does not designate which type of paid leave is preferred, compensatory time will be used first, followed by holiday, then vacation pay.

12.10 LOCOM operators will not be permitted to work more than twelve (12) consecutive hours performing console duties; however, the inability to find an operator to meet minimum staffing may require additional hours in special circumstances.

ARTICLE 13 – SHIFT CHANGE – ADVANCE NOTICE

- 13.1 The City shall determine the shift schedule and shift days. An employee will be given adequate advance notice of any temporary shift change in his/her regular assigned work shift. Any temporary shift change without prior notice that results in an employee being required to return to work at a time earlier or later than he/she would on his/her normal schedule, shall make that employee eligible for overtime, not to exceed ten (10) hours, if that employee was not notified of such change within seventy-two (72) hours prior to the change of shift. However, if an employee volunteers to change shifts temporarily, the employee shall not be eligible for overtime pay, and shall have waived the noticing requirement.
- 13.2 Except as stated in Articles 13.5 and 13.6, shift selections will be made first by the most senior employee assigned to those duties and will continue to the least senior employee assigned to those duties in descending order until each shift is filled.
- 13.3 For each calendar year uniformed Patrol Officers, Detectives, Community Service Officers, Traffic Officers, Communication Operators, and Senior Communication Operators will select shifts and days off once a year for two (2) shift bid periods, January through June, and July through December, as determined by the Department. Annual shift selection and days off requests shall be submitted beginning on October 15th of the preceding calendar year and finalize no later than November 15th. Shift selections shall become effective between January 2nd and 15th, and July 1st and 15th, as determined by the Department.

Canine Officer(s) are part of Police Patrol and will participate in the uniformed Patrol Officers annual shift selection process with the following restrictions. Canine Officers must select different work shifts, with no more than one (1) Canine Officer assigned to any work shift. Each Canine Officer must select work days that include the current regional canine training date as one (1) of their regular work days. Canine Officer shift(s) and days off options may be withheld from the Patrol Officers annual selection to ensure that Canine Officers can select work days that include the regional canine training day as a regular work day. The current regional canine training day will be identified as the sole discretion of management based on department needs. A Canine Officer may not be allowed to work the same shift for more than three (3) consecutive years unless approved by management. Canine Officers will be part of the shift minimum staffing and will take calls like other Patrol Officers except while on an active canine call. The canine program is implemented at the sole discretion of the Chief of Police.

The Department reserves the right to change the hours of an employee's work assignment based on the Department's needs. In such an event the City determines that a change in the shifts of uniformed Patrol Officers, Communications Operators or Community Service Officers is necessary based on operational needs, the shift change will be posted for a minimum of seven (7) calendar days and selections will be made in accordance with Article 13.2. This seven (7) day notice requirement does not, however, apply to temporary shift changes.

- 13.4 One (1) position shall be held open as a training position through which probationary Police Officers and Communication Operators will/may be rotated for training on each shift.

Moreover, the City may create additional training positions as necessary to meeting training needs of probationary Police Officers or Communications Operators.

- 13.5 The City may supplement a shift staffed by relatively inexperienced operators with Senior Communication Operators. In this case, reassignment shall first be voluntary. If no one volunteers, the City may reassign the least Senior Communications Operator.

- 13.6 If an employee is reassigned or changes divisions after the shift schedule has been established and less than three (3) months remain in the year, the Officer or Communications Operator shall assume the days off of the vacant position as well as the vacant shift assignment. No bumping shall be permitted.

- 13.7 If three (3) or more months remain in the year, an employee who is reassigned or changes divisions after the shift schedule has been established, the employee shall select his/her shift and days off by seniority. Not more than three bumps shall be permitted. If an employee has no choice about his/her shift assignment because a senior employee bumped him into a new shift, his/her pre-selected vacation will not be affected.

If an employee elects to bump into a new shift, his/her previously approved annual leave is void; the employee must submit a new request for annual leave to his/her new supervisor.

- 13.8 Employees who report for their regular shifts shall be compensated for a minimum of four (4) hours of work or pay unless given advance notice not to report.

- 13.9 Employees may, subject to supervisory approval, voluntarily trade shifts for either a short or long term duration. It is further understood and agreed that the seventy-two (72) hour notice requirement set forth in Article 13.1 and the seven (7) calendar day notice requirement set forth in Article 13.3 may be waived with the consent of the employee.

ARTICLE 14 – LOCOM STANDBY PAY

- 14.1 **Standby Pay.** Whenever a Communications Operator is placed on standby, the operator shall accrue two (2) hours compensatory time or two (2) hours of pay for every consecutive twenty-four (24) hour period while so assigned. When standby is anticipated in advance, it will be posted and will be offered to qualified employees on basis of rotating seniority. Emergency and unanticipated standby needs will be assigned to qualified employees on an equitable basis, based on the needs of the City.

An employee assigned to standby shall remain available and accessible, so that he/she can report to his/her work station within one (1) hour of activation. In the event of activation of standby, Communications Operators will be paid at callback rate, in addition to the two (2) hours standby pay described above.

ARTICLE 15 – PREMIUM PAY ASSIGNMENTS

- 15.1 If the City assigns a Police Officer to the responsibilities of a Tri-Met Officer, School Resource Officer (SRO), Adult Resource Officer (ARO), Motorcycle Officer, Detective, or Training Officer, for all or a part of a shift, the employee while so assigned shall receive five percent (5%) of his/her base pay salary for the entire shift. An employee fluent in a foreign language, or in American Sign Language, shall also receive five percent (5%) of his/her base pay. In order to be eligible for language premium pay, an employee must be fluent as determined by the City in its sole discretion.

Canine Officers will be paid five percent (5%) per month of employee's base pay salary when assigned as a Canine Officer. In addition, Canine Officers shall be allowed thirty (30) minutes each shift to engage in these activities on scheduled workdays, thereby reducing the amount of off-duty time spent to care for the canine. Such time must be taken during the Canine Officer's shift, rather than the beginning or end of the shift; exceptions may be made by a supervisor. Additional on-duty time may be granted to care for the canine, subject to approval from the Canine Officer's supervisor. The five percent (5%) differential and time allotted for on-duty care for the canine is intended to compensate the Canine Officer for off-duty grooming, feeding and care of the animal at applicable overtime rates. The parties agree that this provision fully compensates the Canine Officer for these activities. Required training of the canine will continue to be paid at applicable straight-time or overtime rates.

Employees will be allowed to receive a maximum of ten percent (10%) for multiple premium pay assignments under 15.1.

- 15.2 If an instructor is assigned to train other employees in those areas and spends at least one half of his/her shift providing or preparing for such training, the instructor shall receive five percent (5%) of his/her salary for the entire shift.
- 15.3 If the City assigns a Police Officer, Communications Operator or Community Service Officer the responsibilities of a Field Training Officer or Communications Training Officer for all or part of a shift, the employee while so assigned shall receive ten percent (10%) of his/her base salary for the entire shift. The City shall have the right to assign the Police Officer, Communications Operator, or Community Service Officer while acting as a Field Training Officer (i.e., with a recruit riding with him/her) or Communications Training Officer to any shift, provided that no more than one Field Training Officer or Communications Training Officer with trainee shall be assigned to a shift until all shifts have at least one trainee. When not acting as a Field Training Officer

or Communications Training Officer, the employee shall be returned to the shift originally bid.

- 15.4 Employees successfully completing the Acting Sergeant/Shift Lead process will be granted Acting Sergeant/Shift Lead status and shall be eligible to serve as Acting Sergeant/Shift Lead, as assigned by the City.

Supervisors will be able to choose their replacement from qualified Acting Sergeant/Shift Lead who is working the shift in need of coverage.

If no Acting Sergeant/Shift Lead is working on the shift during the time needed to be covered, the supervisor shall post the date and time the Acting Sergeant/Shift Lead is needed. The most senior Acting Sergeant/Shift Lead to bid shall be chosen to fill in as the Acting Sergeant/Shift Lead.

It is understood that situations may arise where there is insufficient time to permit a posting, in such situations, as well as in situations where no officer bid for the Acting Sergeant assignment, the City may assign an officer to serve as Acting Sergeant/Shift Lead at its discretion.

15.5 **Acting Sergeant**

Any officer who is assigned to act as Acting Sergeant shall be paid a ten percent (10%) wage premium on their base pay. Officers assigned to Acting Sergeant must meet the qualification and eligibility standards below.

To be eligible to be considered an Acting Sergeant, an officer must:

- Have been employed a minimum of three (3) years as a law enforcement officer; and,
- Be off probation with the Police Department (this requirement can be waived at the City's discretion).

To be qualified to be assigned as an Acting Sergeant, an eligible officer must:

1. Be recommended for the assignment by two (2) Patrol Sergeants;
2. Complete the training within the time frame allowed by the program manager; and,
3. Positions will be held for one (1) year from the date of commission. Officers wishing to participate for each additional year must receive a satisfactory review of their Acting Sergeant performance from the patrol supervisors.

15.6 Communication Operator Shift Leads

In the event the Communications Manager is on vacation or otherwise not available for contact and the Shift Leads are also unavailable, a Senior Communications Operator may be assigned by the Communications Manager to act as a Shift Lead. Senior Communications Operators assigned to act as Shift Leads shall be paid a ten percent (10%) wage premium on their base pay while acting as Shift Lead.

To be eligible to be considered as a Communications Operator Shift Lead, an employee must:

- Have been employed a minimum of five (5) years as a Communications operator; and,
- Be off probation with LOCOM.

To be qualified to be assigned as a Communications Operator Shift Lead, an eligible employee must:

1. Be recommended for the assignment by his/her supervisor;
2. Complete the training within the time frame allowed by the Communications Manager; and,
3. Positions will be held for one (1) year from date of commission. Employees wishing to participate for each additional year must receive a satisfactory review of their performance as Shift Leads from the Communications Manager.

15.7 Officers who satisfactorily complete specialty assignments as a Tri-Met Officer, School Resource Officer (SRO), Adult Resource Officer (ARO), Detective, Motorcycle Officer, Training Officer (not FTO) or Canine Officer and are reassigned to regular patrol duty shall have their pay frozen at the premium rate applicable for their specialty assignments. Such officers shall continue to receive the five percent (5%) premium pay applicable for their specialty assignments until the wage rate applicable for regular patrol duty equals or exceeds the frozen premium pay assignment rate he/she was receiving at the time he/she was reassigned to such regular duty.

15.8 Officers assigned to the SWAT/HNT team(s) will receive five percent (5%) of their base pay for all hours training and/or deployed in that capacity.

ARTICLE 16 – CALL BACK

16.1 Call back is to be compensated at the rate of time and one-half (1 1/2) for a minimum of four (4) hours, except as set forth below.

- 16.2 An employee in the position of Police Officer, Community Service Officer or Evidence Technician who is called back to work after having been released from his/her regular shift by the City shall receive a minimum of four (4) hours pay at the rate of time and one-half (1 1/2) the regular rate of pay unless the time is within forty-five (45) minutes of his/her regular work shifts, starting or ending time. Time will be computed to the nearest fifteen (15) minutes.

Communication Operators who are called back to work after having been released from his/her regular shift by the City shall receive a minimum of four (4) hours pay at the rate of time and one-half (1 1/2), unless the time is within two (2) hours of his/her regular shift starting or ending time. Time will be computed to the nearest fifteen (15) minutes.

Each hour spent in excess of four (4) hours on call back shall be paid at time and one-half (1 1/2) the regular rate of pay.

- 16.3 If an employee is called back after having been released from a prior call back, this shall not constitute a separate call back if it occurs within the four (4) hour period of the initial call back.
- 16.4 Employees who are on off-duty status shall not be required to work beyond a completion of a specific call-back except where precipitated by identifiable operational needs.

ARTICLE 17 – LAYOFF

- 17.1 **Layoff.** The City may layoff an employee for a shortage of funds, business necessity, change in staffing, reorganization or lack of work. Layoff shall be by specific job classification as set forth in Appendix A in the following order: In the event there are probationary employees in the classification selected for layoff, the probationary employees in that classification shall be laid off first. In the event there is more than one (1) probationary employee in the classification, the City may retain either probationary employee, based on its determination of the relative skills, qualifications, abilities and performance of those employees. In the event there are no probationary employees in the classification(s) selected for layoff, regular employees within such classification(s) will be laid off in ascending order (bottom to top) of an employee's seniority within the classification.

The City may also layoff employees who are unable to perform the essential duties of their job due to revocation of DPSST certifications as required in the "Licensing and Other Requirements" section of the applicable job description. In such an event, seniority shall not apply and the employee shall have no bumping rights. The employee will, however, be placed on the recall list and will be eligible for recall in the event they regain their ability to satisfy minimum qualification during the recall period. It shall be the

responsibility of the employee to notify Human Resources in the event they regain their ability to satisfy minimum qualifications.

- 17.2 **Bumping.** Employees within the bargaining unit may bump from a higher classification to a lower classification, providing the bumping employee has the current skills, ability and qualifications to perform the lower classification; has greater bargaining unit seniority; bumps the person with the least seniority in the lower classification and exercises his/her bumping rights in writing within ten (10) calendar days of receipt of layoff notice.
- 17.3 An employee shall be given written notice of a pending layoff at least thirty (30) calendar days before the effective date of the layoff. The City may, in lieu of requiring the employee to continue to work, offer to pay the employee for the straight time wages(s) he would have earned during the thirty (30) calendar day notice period.
- 17.4 **Recall.** Regular employees who have been laid off shall be placed on a recall register for a period of twenty-four (24) months from the date of the layoff. Reinstatement shall be offered to those employees on the list for the job classification from which they were laid off in descending order (from top to bottom) of seniority possessed at the time of layoff prior to hiring any new employees. Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the City informed of their correct address. Failure to respond to such recall notice within five (5) business days of the delivery of the notice shall cause loss of recall eligibility. An employee shall have two (2) weeks to report to work.

ARTICLE 18 – WORKING OUT OF CLASSIFICATION

- 18.1 Any employee designated by the City as acting-in-capacity in a position other than his/her regular job classification shall receive an additional ten percent (10%) pay of his/her base salary for all time worked in a higher classification.

ARTICLE 19 – TRAINING

- 19.1 Employees shall participate in training, including firearms training, at times set by the Chief of Police or his designee. Employees required to participate in any training during off-duty hours shall be compensated for a minimum of four (4) hours at the rate of time and one-half (1 ½) of their regular rate of pay. Commuting time to and from training shall be paid in accordance with the FLSA. The four (4) hour minimum does not apply if the training is contiguous with the employee's normally scheduled workday.
- 19.2 The City agrees to provide all ammunition for required firearms training for approved on or off duty weapons provided such off-duty weapon is the same caliber as an approved

on-duty weapon. The City shall supply an appropriate duty weapon which may be used as an off-duty weapon.

- 19.3 Employees who are on off-duty status shall not be required to work beyond completion of a specific training, except where precipitated by identifiable operational needs.

ARTICLE 20 – UNIFORM ALLOWANCE

- 20.1 The City shall provide the required uniform to new Police Officers, Community Service Officers and Evidence Technician. Police Officers, Community Service Officers and Evidence Technician presently employed shall be provided any replacements or additions to the required uniform when needed, as determined by the City. The employer agrees to clean each uniform jacket/coat or hat three (3) times per year. Additional cleaning may however be approved by the City, as needed.
- 20.2 The City agrees to reimburse Police Officers, Community Service Officers and Evidence Technician up to One Hundred Fifty Dollars (\$150) annually for winter or summer footwear or to resole footwear, as needed.
- 20.3 The City will provide a clothing/cleaning allowance for plainclothes Police Officers of Four Hundred Twenty-Five Dollars (\$425.00) per fiscal year.
- 20.4 The City will provide uniformed officers with professional services to clean and press one (1) uniform per week. The service will include pick-up and delivery at the City twice per week.
- 20.5 The City shall reimburse employees on a case-by-case basis for personal property worn or carried which is stolen, damaged, or destroyed during the course of employment as a direct result of the employee's performance of official duties. Reimbursement will not be granted if the negligence or wrongful conduct of the employee was a contributing factor to the theft, damage or destruction thereof, or to the extent the property was insured. To be eligible for this reimbursement, the employee must request restitution for the property, in writing, to the Police Chief or his/her designee.

ARTICLE 21 – EMPLOYEE INSURANCE BENEFITS

- 21.1 **Medical and Dental.** The City agrees to provide the following plans:

Medical Insurance. Employees may select either PacificSource/VSP Vision or the Kaiser plan.

Dental Insurance. Employees may select either Moda or the Kaiser plan.

Effective the first of the month following ratification and approval, employees will pay up to 6% of the total medical and dental premium cost not to exceed \$110.00 per month for PacificSource and not to exceed \$67.00 per month for Kaiser.

	100% Total	94% City	6% Employee	Cap
PacificSource	\$1,972.05	\$1,853.73	\$118.32	\$110.00
Kaiser	\$1,757.84	\$1,690.84	\$105.47	\$67.00

Effective July 1, 2020, , employees will pay up to 7% of the total medical and dental premium cost not to exceed \$115.00 per month for PacificSource and not to exceed \$77.00 per month for Kaiser.

Effective July 1, 2021, employees will pay up to 7% of the total medical and dental premium cost not to exceed \$120.00 per month for PacificSource and not to exceed \$87.00 per month for Kaiser.

Employee contributions will be deducted from employee paychecks. In the event an employee has depleted his/her paid leave accounts, but is entitled to continued payment of the City's portion of the premium as described below, the employee must pay his/her monthly contribution directly to the City.

Employees shall continue to receive medical, dental, disability and life insurance benefits through the City's payment of its portion of the premium costs during the time they are on paid leave (holiday, vacation, sick leave and compensatory time) or during the time they are on FMLA and/or OFLA leave, whichever is greater. Benefit coverage through the City's payment of its portion of the premiums will continue until the last day of the month in which the employee's paid leave is depleted or FMLA and/or OFLA leave expires, whichever occurs later, except as otherwise required by law.

21.2 The City agrees to pay the cost of the following life and disability benefit.

Disability Insurance. Effective on the first of the month following execution of this Agreement, the City shall provide long-term disability coverage up to \$3600/month, after a 90-day waiting period.

Life Insurance. This plan provides a term life insurance benefit in the amount of the employee's annual base salary to a cap of \$50,000. The plan shall include an accidental death and dismemberment benefit.

- 21.3 **Voluntary Employee Beneficiary Association.** The City will maintain a Voluntary Employee Beneficiary Association (VEBA) for the employees covered by this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c) (9). The City will make contributions of 1.2% of employee base wages as set forth in Appendix ‘A’ into employee VEBA accounts. Monthly contributions into individual employee VEBA accounts will cease effective December 31, 2016.
- 21.4 **Domestic Partners.** For purposes of this Article, where insurance benefits are extended to “spouses”, domestic partners shall be considered a spouse. A domestic partner is defined as an individual who lives with the employee and has fulfilled the requirements contained in and completed the “Affidavit of Domestic Partnership” form which is available from Human Resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to “spouses” except as limited by carrier contracts. Employees are obligated to promptly notify Human Resources if domestic relationships end.

ARTICLE 22 – PERFORMANCE EVALUATIONS

- 22.1 Employees shall receive at least one (1) performance evaluation per anniversary year of employment. The City shall strive to conduct employee evaluations no later than thirty (30) days from the employee’s anniversary date. Employees shall be given a copy of their evaluations. Unsatisfactory ratings will include a statement of the reason for the unsatisfactory rating. Employees will be given the opportunity to meet with their supervisors to discuss their evaluations and may provide a written response, which will be attached to the performance evaluation. Employee performance evaluations may not be grieved. However, employees may submit written rebuttals to their performance evaluations.

ARTICLE 23 – WORKERS’ COMPENSATION

- 23.1 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 in 23.2 below.
- 23.2 If eligible for time loss due to an on-the-job injury or occupational illness, the employee will keep their time loss check. 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.

No sick leave will be deducted from the employee's accruals for one-hundred and eighty (180) calendar days following the first day of absence due to the on-the-job injury or occupational illness or aggravation of any such injury or illness.

The employee shall continue to accrue all benefits including sick leave, vacation accrual and health insurance. PERS will not be paid on any workers compensation wages.

- 23.3 After the one-hundred and eighty (180) calendar days, employees shall use available sick leave payments in order to receive their regular gross wages. However, an employee's sick leave bank shall be charged for only the differential between the employee's time loss payments and his/her regular gross wages.

In the event an employee's time loss benefits end, but he/she is unable to return to work, that employee may utilize full sick leave benefits in order to receive his/her regular gross wages.

In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, vacation pay and holiday pay to receive their regular gross wages. In the event an employee does not specify whether he/she prefers to utilize compensatory time or vacation pay, compensatory time will be utilized first, then vacation pay and holiday pay.

Accrual of benefits shall continue as long as the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, holiday or vacation pay.

- 23.4 If an employee's workers' compensation claim is disputed, the employee will be eligible to exercise the same options as outlined in Article 23.2, while the claim is in disputed status. In the event the employee's injury or illness is determined to be non-compensable at any point in the workers' compensation process, whether by the City's workers' compensation carrier or through a workers' compensation proceeding, the employee shall, from that date, be treated as though he/she suffered a non-compensable injury or illness and shall be eligible to draw full available sick leave benefits. If the employee's sick leave benefits are depleted, the employee shall use available compensatory time, vacation pay and holiday pay. In the event an employee does not specify whether he/she prefers to utilize compensatory time, vacation or holiday pay, compensatory time will be utilized first, then vacation pay and holiday pay.

- 23.5 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 Article 23.2, above. Any such adjustment will not, however, permit an employee to receive the restoration of sick leave or other paid leave benefits for any portion of an employee's time off for which he/she was receiving time loss or disability insurance benefits. If the employee's sick leave and other paid leave accounts are insufficient to allow the City to adjust for overpayments, the employee's sick leave

account will be adjusted to reflect a negative balance. The City will not, however, reflect a negative balance in the employee's other paid leave accounts or deduct from the employee's subsequent paychecks to adjust for overpayments.

ARTICLE 24 – VACATIONS

24.1 Employees shall be credited with six and two-thirds (6-2/3) hours of vacation for each month worked through their third (3) year of continuous employment; ten (10) hours of vacation for each full month worked through their ninth (9) year of continuous employment; and thirteen and one-third (13-1/3) hours of vacation for each month worked through their sixteenth (16) year of continuous employment. Beginning with their seventeenth (17) year of continuous employment with the City, employees shall be credited with sixteen and two-thirds (16-2/3) hours of vacation for each full month worked.

In no instance shall an employee accrue vacation time while he/she is on a leave of absence without pay.

24.2 Vacation time may be accrued to a maximum of two (2) years unless approved in writing by the Police Chief. The cash equivalent of vacation time accrued in excess of the maximum shall automatically be paid into employee VEBA accounts.

24.3 The following guidelines shall be followed when approving paid time off for police personnel.

- a. **Approval of Annual Vacation Time.** Annual vacation leave requests shall be submitted in seniority order for approval starting October 15th and ending December 15th. Approval shall be based on the needs of the Police Department, as determined by the City. In the event of conflicts in annual requests, seniority shall prevail. An annual vacation schedule shall be posted no later than January 15th for the vacation bid year commencing January 15th.

A supplemental annual vacation leave process for the remaining vacation slots will occur May 15th through May 31st for the period July 1st through January 15th. Approval shall be based on the needs of the Department, as determined by the City. In the event of conflicts in supplemental vacation requests, seniority shall prevail.

Other vacation requests received after January 15th and after May 31st shall be approved based upon the needs of the Police Department, as determined by the City on the basis of time submitted, without regard to seniority. In this instance, when an employee submits a request for vacation, it should be submitted no more than ninety (90) calendar days in

advance and it will be approved or denied at least seven (7) calendar days prior to the first day of requested absence unless the request is submitted less than seven (7) calendar days in advance. At the supervisor's discretion, requests for vacation leave may be approved with less than seven (7) calendar days' notice.

Cancellation of approved annual vacation leave shall occur only when the employee is agreeable. Other vacations may be canceled only in emergency situations.

Call back of a vacationing employee shall be avoided if possible and should only be actively pursued if the employee is agreeable to cancellation of remaining leave time.

Vacation time off should not be conditioned. However, if staffing levels preclude unconditioned leave, an employee may request in writing a conditioned leave.

The City may elect to discontinue the supplemental annual vacation leave process at any time following completion of the May 2020 process by giving the Association thirty (30) calendar days' written notice of discontinuation. If the City discontinues the supplemental annual vacation leave process, the "no more than ninety (90) days in advance for vacation requests" will also be discontinued.

- b. **Approval of Holidays.** Requests for holiday should be submitted by the employee at least seven (7) calendar days, but not more than ninety (90) calendar days, prior to the effective date of the leave, and shall be approved or denied two (2) calendar days before the effective date of the leave unless mutually agreed otherwise. Employees shall be allowed time off subject to the needs of the Police Department. At the supervisor's discretion, requests for holiday time off may be approved with less than seven (7) days' notice. If cancellation of holiday leave is required as a result of such unforeseen things as illness, disability, military leave, etc., notice of cancellation should be made twenty-four (24) hours before the effective hour of the leave.

Holiday time off should not be conditioned. However, if staffing levels preclude unconditional leave, an employee may request in writing a conditional leave.

Generally, an employee on holiday leave should not be called back.

- 24.4 An employee may elect to be paid up to eighty (80) hours of accrued vacation with approval from the City, once per fiscal year.

- 24.5 **Vacation Incentive.** Except for the use of FMLA/OFLA leave, and the first forty (40) hours of sick leave protected annually under Oregon’s Sick Leave Law, represented full-time employees who do not use any sick leave during any consecutive three (3) month period shall be entitled to convert ten (10) hours of accrued sick leave to ten (10) hours of vacation leave.

Conversion requests should be submitted immediately after the conclusion of the consecutive three (3) month period; however, requests made for converted time during the previous rolling twelve (12) month period will be accepted. Requests that include converted time prior to the rolling twelve (12) month period will not be considered.

ARTICLE 25 – IN LIEU OF HOLIDAYS

- 25.1 **Accrual of Holiday Compensatory Time.** In lieu of holidays, all employees shall accrue ten (10) hours credit for each full month worked.
- 25.2 **Holiday Compensatory Time Usage and Banks.** Holiday compensatory time shall be maintained in a separate bank. An employee must maintain a minimum of zero to ten (0-10) hours of holiday compensatory time in his/her bank. Holiday compensatory time over ten (10) hours, but less than twenty-one (21) hours may be cashed out by an employee, upon written request. The cash equivalent of holiday compensatory time in excess of twenty-one (21) hours will be automatically paid into employee VEBA accounts established pursuant to Article 21.3, or cashed out per employee option. Requests to cash out excess holiday compensatory hours must be submitted to Payroll in writing. All changes will be made effective on the next available payroll cycle.

ARTICLE 26 – SICK LEAVE

- 26.1 **Sick Leave Accrual.** Sick leave shall be earned by each employee at the rate of eight (8) hours for each full month of service. Employees shall be credited a prorated amount of sick leave for work less than a full month. Sick leave may be accumulated to a total of not more than one-thousand (1000) hours.

Sick leave will continue to accrue while an employee is off work on paid leave, including leave due to an on-the-job injury or occupational illness for which he/she is receiving sick leave or other paid leave in conjunction with workers’ compensation time loss benefits pursuant to Article 23.

- 26.2 **Sick Leave Usage.** Employees may utilize their accrued sick leave for the following purposes:

- a. When the employee is unable to perform their work duties by reason of an off-the-job illness or injury, pregnancy, necessity for medical or dental care, or exposure to contagious disease.
- b. When an employee is unable to perform their work duties by reason of an on-the-job injury or occupational illness, as set forth in Article 23.
- c. When the employee's presence is required to care for a member of their immediate family who is ill or injured in accordance with FMLA, OFLA (ORS Chapter 659A), and/or the Oregon Sick Leave Law (ORS 653.601-661).
- d. For bereavement leave, as set forth in Article 27.2.
- e. For other qualifying absences in accordance with FMLA, OFLA, the Oregon Sick Leave Law, and/or Article 26.3 below.

For the purpose of this Article "immediate family" is defined as an eligible employee's mother, father, spouse, domestic partner, sister, brother, children (biological, adoptive, foster or step children), the domestic partner's child, mother and father, parent-in-law, grandparent, grandchild, other relatives living in the employee's household, and a person with whom the employee was or is in a relationship of in loco parentis. For further information regarding what sick leave can be used for, contact Human Resources.

A charge against the employee's sick leave account shall be made on a prorated basis and in proportion to the time the employee was absent from his/her regular work shift. All sick leave payments shall cease upon the depletion of the employee's sick leave account.

An employee may use accumulated paid leave time in lieu of sick leave.

26.3 **Sick Leave and FMLA/OFLA.** The City will comply with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Employees who are absent from work for FMLA, OFLA, and/or Oregon Sick Leave Law qualifying reasons may utilize their sick leave benefits, except for FMLA military exigency absences. Employees who have depleted their sick leave benefits and employees who are absent due to FMLA military exigency will be paid accrued compensatory time, holiday pay, and/or vacation pay for their absences. In the event an employee does not specify a preference compensatory time will be utilized first, followed by vacation pay, then holiday pay.

26.4 **Medical Verification.** The City may require an employee to submit written certification from a physician or other acceptable verification of eligibility to receive sick leave benefits under any of the following conditions:

- a. Whenever the employee's absence exceeds three (3) consecutive workdays;

- b. Whenever the City can articulate facts giving rise to a good faith concern that misuse of sick leave has occurred (i.e. questionable patterns of usage, calling in on a previously denied day off, etc.), provided the employee has been notified of such facts and has been given the opportunity to address the concern before certification is required; and
- c. As otherwise allowed in accordance with applicable law.

Acceptable verification may be required as a condition of payment. Any cost incurred by the employee to obtain medical verification (i.e. co-pays) will be reimbursed by the City

Additionally, the City may require a medical release or medical verification of an employee's work-related limitations whenever the City has a legitimate question about whether an employee's illness or injury prevent him/her from performing essential job duties without a threat to the safety of the employee or others. The City may also require medical verification whenever it has a legitimate question about whether an employee is caring for or needed to care for an ill or injured member of his/her immediate family, or is entitled to receive sick leave as permitted by Article 26.3 above.

- 26.5 **Sick Leave Authorization.** A charge shall be made against sick leave credits for time absent from work only. All sick leave must be approved by the employee's supervisor. Approval may be withheld pending certification of the attending physician or practitioner as set forth in Article 26.4, above. No compensation for accrued sick leave shall be allowed to any employee when he/she is separated from City service. Abuse of sick leave shall be cause for disciplinary action.
- 26.6 **Sick Leave and Disability.** An employee may utilize his/her sick leave account or other paid leave accounts until such time as the employee is eligible to receive disability insurance payments under PERS or the City's long term disability insurance policy
- 26.7 **Sick Leave and Retirement.** The City will participate in the PERS Sick Leave Conversion Program in accordance with ORS 238.350.
- 26.8 **Donation towards Sick Leave.** Employees may donate up to forty (40) hours of their accumulated vacation, holiday or compensatory time per year to a donated leave bank administered by the City for use by other employees who have exhausted their sick leave and other paid leave accounts due to illness, injury or other medical conditions. Donating time shall not be used to extend employment. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work; *and* must not be receiving or eligible to receive long term disability benefits.

Applications for donated leave must be made to the City, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance. The donating person's time to a

bank will be converted to money based on the donator's hourly rate. When a request is made to the City for a donation, and approved by the City, the money is paid out at the receiving employee's current rate of pay.

- 26.9 **Contributions to VEBA.** The cash equivalent of sick leave time accrued in excess of one-thousand (1000) hours will be automatically paid into employee VEBA accounts.

ARTICLE 27 – BEREAVEMENT LEAVE

- 27.1 **Bereavement Leave.** Employees shall be allowed up to forty (40) hours of paid bereavement leave for the death of an immediate family member. The number of days will be determined by the City. The determination of how many days will be paid will be based upon travel needs and the relationship of the deceased to the employee.
- 27.2 Employees may use a total of eighty (80) hours as bereavement leave for the death of an immediate family member as defined by and in accordance with OFLA, provided the leave is used within sixty (60) calendar days from notice of death. In such an event, employees may use sick leave for such absences. In the event the employee's sick leave banks are depleted, employees may use other accrued leave or non-pay. Bereavement leave granted under Article 27.1 will run concurrently with leave granted under Article 27.2, to the extent permitted by law.
- 27.3 For the purposes of Articles 27.1 and 27.2, immediate family member shall be defined as set forth in Article 26.2.

ARTICLE 28 – WITNESS AND JURY DUTY

- 28.1 When an employee is called for jury duty or is subpoenaed as a witness as a result of his/her official employment duties with the City, he/she will be continued at full salary for the period of service required. All monies received as witness fees or pay for jury duty must be signed over to the City when compensation is claimed.
- 28.2 When a retired employee is called back to testify in a court case which arises as a direct result of the former employee's employment with the City, that employee shall be paid at the step (s)he occupied at the date of retirement for a minimum of four (4) hours or the hours (s)he required to: testify; wait to testify or prepare for testimony, at the direction of the City Attorney/District Attorney, whichever is greater. As a condition of payment, the retired employee must submit his/her subpoena and a written statement of the hours for which he/she was entitled to be compensated. The retired employee is required to contact the prosecutor's office on a daily basis to determine if trial is cancelled, or delayed and to confirm when he or she is required to report for testimony.

- 28.3 **Prior Employment Subpoenas.** Employees who are subpoenaed to appear for court proceedings as a result of the exercise of law enforcement duties during prior employment with another agency will be granted time off from work as necessary to comply with the subpoena. The City will pay employees for actual time spent in court and travel time to and from the proceeding that fall within the employee's regular work schedule. In no event will the City pay overtime for time appearing in a court proceeding pursuant to a subpoena or time spent traveling to or from the proceeding that occurs outside an employee's regular straight-time working hours. All monies received as witness fees or pay for jury duty must be signed over to the City when compensation is claimed.

ARTICLE 29 – ASSOCIATION BUSINESS

- 29.1 Association representatives shall be allowed access to employee work locations for the purpose of processing grievances or for contacting members of the Association. Such representatives shall not enter any work location without the consent of the Police Chief or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.
- 29.2 The Association will be entitled to two (2) representatives. At any given time one (1) representative may process grievances during working time. The Association's president or vice-president shall normally serve as representatives. The City shall retain the right to restrict such activity if the City determines this provision is being abused.
- 29.3 The City shall grant an Association representative up to two (2) hours of paid time during regular working hours (not overtime) to review the Agreement with each new bargaining unit employee.
- 29.4 Except as otherwise provided in this Agreement, bargaining unit employees shall not engage in Association activity while on duty. Conversations relating to Association activities or business which do not directly disrupt work place or other department functions shall not be construed as "union activity while on duty."
- 29.5 The City agrees not to discriminate against the Association regarding use of inter-office communications including, but not limited to e-mail, voice mail, inter-office mail, mail boxes and telephones for Association business. Inter-office communications shall be as set forth in the City's Electronic Communications Administrative Policy Guidelines as modified by Department's policies.

ARTICLE 30 – CONTRACT RENEWAL SESSIONS

- 30.1 Not more than three (3) employees shall be permitted to attend negotiating meetings with the City without loss of straight time pay relative to securing renewal of the Agreement.

The City may agree to allow additional employees to attend, subject to the other provisions of this Article. The dates, times and places for these negotiating sessions will be established by mutual agreement by the parties.

On-duty employees shall notify their superiors prior to the expenditure of time. Employees who negotiate outside their regular working hours will receive an adjustment in their work schedule for that workweek to receive a number of hours off duty equivalent to the number of hours they spent attending negotiation sessions off duty, subject to staffing needs. If a scheduling adjustment cannot be made due to staffing needs, the employee will be compensated for the time spent in the negotiation meeting at the employee's straight time rate.

ARTICLE 31 – SUBCONTRACTING

- 31.1 The parties agree that should the City contemplate contracting out bargaining unit services, the City will comply with its bargaining obligations under PECBA to include notice to the Association under ORS 243.698 prior to making a decision to contract out services.

ARTICLE 32 – PERSONNEL FILES

- 32.1 Each employee shall have the right, upon request, to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of his/her employment by the City. There shall be only one (1) personnel file and it shall be maintained by the City Manager or his/her designee.
- 32.2 When an item is placed in an employee's personnel file, the City shall at that time provide a copy of the item to the employee. An employee may respond to any item placed in his/her personnel file and the employee's response shall become a part of said file. All formal disciplinary actions, except counseling and oral reprimands, shall be recorded in the employee's personnel file.
- 32.3 All employment inquiries from prospective employers of current employees shall be referred to the Police Department for a response unless the employee has requested a response from Human Resources in writing. Irrespective of whether the inquiry is directed to the Police Department or Human Resources, the information provided will be issued consistent with a signed release.
- 32.4 A written reprimand, upon request of the employee, shall be expunged at the end of twelve (12) months from the time the written reprimand was dated, provided there is no subsequent related reprimand or disciplinary action taken during the intervening period of time. All other disciplinary documents, upon the request of the employee, shall be expunged from the employee's personnel file at the end of three (3) years from the date of

the disciplinary action, provided no other disciplinary action has been taken; in which case, the documents shall be expunged three (3) years from the most recent disciplinary action.

- 32.5 Documents expunged shall be sealed in an envelope and not physically destroyed to comply with the Oregon Public Records Law. OAR 166-200-0305 (4) and (5).

At the end of the minimum retention periods required under OAR 166-200-0305 (4) and (5), the City will destroy any investigative reports, statements, interview and hearing records and other findings used to support expunged documents, as well as investigations resulting in exonerations or unfounded investigations. The City may, however, retain written reprimands and disciplinary action notices after the minimum retention period required by law. Written reprimands and disciplinary action notices retained after the minimum retention period will be removed from the employee's personnel file and kept in the Human Resources Department. Such documents will not be used against employees for the purpose of progressive discipline, but may be used by the City in arbitration and civil proceedings for the purpose of establishing consistency of disciplinary action and compliance with equal employment opportunity laws.

- 32.6 Where a performance evaluation contains direct references to disciplinary actions which have been expunged, pursuant to Articles 32.4 and 32.5, such references shall be removed, at the same time intervals, from the evaluation upon request of the employee. The original evaluation shall be sealed and destroyed, after minimum retention periods required by OAR 166-200-0305 (4) and (5).
- 32.7 The City will, upon reasonable notice from the Association, provide designated Association representatives with access to files as necessary to assure compliance with Articles 32.5 and 32.6.

ARTICLE 33 – PROBATIONARY PERIOD

- 33.1 The initial probationary period for all bargaining unit employees shall be eighteen (18) full and consecutive months; however, lateral Police Officers and lateral Communication Center employees will serve an initial probationary period of twelve (12) full and consecutive months.
- 33.2 Police Officers and Communication Operators who are attending the DPSST Basic Academy must meet all DPSST requirements by the graduation date. Failure to do so will result in separation from City employment. Any exception must be by mutual agreement between the City and the Association.
- 33.3 Probationary periods for promotional opportunities shall be as follows:
- a. For Community Service Officers who promote to the position of Police Officer, the probationary period shall be eighteen (18) full and consecutive months. Community

Service Officers who fail to successfully complete this probationary period will be automatically separated from employment with the City.

- b. For Senior Communication Operators who promote to the position of Shift Lead, the probationary period shall be twelve (12) full and consecutive months. If the employee fails the promotional probationary period, the employee will be returned to his/her former position and will be placed on the same step and credited for time served as a Shift Lead for movement to the next step as a Senior Communications Operator.
- c. For Communications Operators who promote to the position of Senior Communications Operator, the probationary period shall be six (6) full and consecutive months. If the employee fails the promotional probationary period, the employee will be returned to his/her former position and will be placed on the same step and credited for time served as a Senior Communications Operator for movement to the next step as a Communications Operator.

Non-bargaining unit employees may be returned to their former bargaining unit positions at the City's sole discretion, subject to the seniority rules set forth in Article 37.4.

Any exception must be by mutual agreement between the City and the Association.

- 33.4 The probationary periods set forth above may be extended for six (6) months with approval from the Association. Additionally, except as otherwise prohibited by law, when a probationary employee is absent for one-hundred and twenty (120) or more hours due to absence for injury, illness or any other reason during his/her probationary period, the employee's probationary period may be extended by the length of the absence, at the discretion of the City. Extensions of an employee's probationary will not, however, affect his/her step increases. Step increases during probation, including extension of probation, are governed by Article 8.3 of the Agreement.

ARTICLE 34 – ASSIGNMENTS

- 34.1 When an oral board or other interview panel is utilized to select among otherwise qualified employees for an assignment the board or panel shall have at least one (1) member of the Association.

ARTICLE 35 – DISCIPLINARY ACTION

35.1 Except for employees falling under Article 33.3(a), employees who have completed an initial probationary period shall not be disciplined or discharged except for just cause. Discipline may include written reprimand, reduction in pay, demotion, suspension and discharge. Disciplinary action may be appealed through the grievance procedure. An employee who is suspended without pay for less than four (4) work weeks shall continue to accrue holiday, vacation, sick leave (excluding sick leave incentive) and medical/dental/disability insurance benefits without proration or reduction.

35.2 The City shall furnish to the employee and the Association a statement of the disciplinary action taken and the reasons for such action.

The City shall, upon request, provide access to all materials and information reviewed or relied upon in making the decision, to the Association. The City will further produce all materials and information identified by the Association as relevant. In the event production of all materials and information would be unduly burdensome or costly, the City will confer with the Association regarding the need for such materials and alternatives for complying with the request. It is understood that this obligation includes exculpatory materials and information. It is further understood that this obligation will not be applied to prohibit the City from introducing relevant materials and information subsequently discovered or obtained at any stage of the disciplinary process or disciplinary hearing.

35.3 Verbal reprimands are subject to the grievance procedure if they are used to support other disciplinary actions that are taken against an employee. In the event the City relies upon a verbal reprimand to support other disciplinary action, the time line for addressing the grievance shall begin when the employee is notified that the verbal reprimand is being used to support other disciplinary action taken against the employee. In the event such a grievance is filed, the Association may challenge the verbal reprimand as part of the grievance challenging the other disciplinary action.

ARTICLE 36 – GRIEVANCE PROCEDURE

36.1 It is the intention of the parties to this Agreement that all disputes involving the interpretation, application or violation of this Agreement and all Memoranda of Understanding and Memoranda of Agreement clarifying or supplementing this Agreement be settled by their submission to the grievance procedure set forth below. The Association may act on the behalf of the employee as the grievant at any step. An employee still within their initial probation may not grieve any disciplinary action pursuant to Article 35, but may grieve disputes involving other violations of contract language.

Step 1. Excepted as stated below, grievances shall commence at Step 1. After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association may claim a breach of this Agreement, in writing, to the employee's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or the employee's knowledge of the alleged violation. The notice shall include: a.) a statement of the grievance and relevant facts; b.) identification of the provision(s) of the Agreement violated; and c.) remedy sought. The supervisor shall respond to the grievance in writing within fifteen (15) days, with a copy to the Association.

When the issue raised is whether a non-probationary employee had economic sanctions, including suspension, demotion, reduction in pay, or termination in violation of this Agreement, the requirement that the issue commence at Step 1 is waived. In such an event, the employee or the Association must submit a written grievance, which addresses (a) through (c) above, within fifteen (15) days of the employee's receipt of notice of economic sanctions, directly to the Police Chief under Step 2.

Step 2. If the grievance is not resolved at Step 1, the grievance may be submitted to the Police Chief. The grievance must be submitted within fifteen (15) days of the supervisor's response or, in the event the grievance involves economic sanctions of a non-probationary employee, as specified above. The Chief will schedule a meeting to discuss the grievance with the employee and Association representatives. The Chief shall respond to the grievance, in writing, within fifteen (15) days of the meeting, with a copy to the Association.

Step 3. If the grievance is not resolved at Step 2, the grievance may be submitted to the City Manager, or his/her designee. The grievance must be submitted within fifteen (15) days of the Police Chief's response. The City Manager, or his/her designated representative(s), shall meet with the employee and Association representative(s); and, shall respond to the grievance, in writing, within fifteen (15) days of the meeting, with a copy to the Association.

Step 4. If the grievance is not resolved at Step 3, the Association may, within fifteen (15) days of receipt of the City Manager or designee's written response, notify the City Manager, in writing, of its intent to arbitrate the grievance. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree as to the arbitrator within seven (7) days, he/she shall be chosen in the following manner:

- a. A list of seven (7) arbitrators shall be requested from the Employment Relations Board (ERB), and the parties shall alternately strike one (1) name from the list until only one (1) is left. The one (1) remaining shall be the arbitrator. This provision shall not preclude the parties from voluntarily selecting a mutually agreeable arbitrator.
- b. The decision of the arbitrator shall be binding on both parties.

- c. The cost of the arbitrator shall be borne by the losing party. In the event there is no clear losing party, the arbitrator shall determine who pays his/her fees and may require the parties to share the cost of such fees equally. Each party shall be responsible for costs of presenting its own case to arbitration.
- d. The powers of the arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement and determining if it has been violated; and shall have no authority or jurisdiction to add to, amend, modify or revise the Agreement of the parties.

The Police Chief reserves the right to designate a member of the command staff to act on his/her behalf at any step of the grievance procedure. In the event the Association is notified of such a designation, all submissions and responses will be made to that individual.

Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Written consent may be confirmed through email exchanges. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will automatically move the matter to the next step in this procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

For the purposes of this article, "days" shall mean Monday through Friday during normal City business hours, excluding recognized holidays.

ARTICLE 37 – SENIORITY CLAUSE

- 37.1 Seniority shall be defined as the length of an employee's continuous service within a classification, except for communications employees for whom seniority shall be defined as the length of service within the Communications Center. For the purposes of this Article, the classification of Police Officer shall include all time spent as a “sworn police officer” in the bargaining unit for the Department.
- 37.2 The City will provide the Association with a seniority list of members upon request.
- 37.3 Except as stated in Article 37.4 below, employees will continue to accrue seniority. Seniority will be broken and the employment relationship will be severed if any of the following events occur:
 - a. Voluntary resignation or retirement;

- b. Discharge of a regular employee for just cause, discharge of a probationary employee at will, or separation of an employee pursuant to Article 33.2 or Article 33.3.a;
- c. Layoff or absence from work due to off-the-job illness or off-the-job injury for more than 24 months duration;
- d. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within five business days of delivery;
- e. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within seven days of receipt of notice of a limited or a full medical release to return to work;
- f. Absence from work due to an on the job injury or on the job illness after three (3) years from date of original injury/diagnosis or otherwise in accordance with ORS 659A.043 and ORS 659A.046.
- g. Failure to return from military leave, in accordance with applicable law.

37.4 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 will return with the seniority they had accrued at the time of their promotion restored. The time an employee spends in such a position will not however, be applied toward his/her seniority. Instead, the employee's seniority date will be adjusted by an amount equal to the time he/she served in the non-bargaining unit position.

ARTICLE 38 - AMENDMENT AND CLOSURE CLAUSE

38.1 This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and the Association.

ARTICLE 39 – SAVINGS CLAUSE

39.1 Should any portion of this Agreement or supplement be declared invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board (ERB) or other administrative agency or be in violation of a statute, administrative regulation or constitutional amendment, then such portion or portions shall become null and void, and the balance of this Agreement will remain in effect. Both parties agree to renegotiate any part of this Agreement in violation in accordance with ORS 243.698. The parties further reserve the right to challenge whether the portion of the Agreement in question violates a ruling, administrative regulation or law.

ARTICLE 40 – TORT LIABILITY

- 40.1 The City shall indemnify and defend employees in the bargaining unit against any tort claim arising out of an alleged act or omission occurring in the performance of duty as required by ORS 30.285 and 30.287 (1977 replacement part).
- 40.2 Legal Defense Plan: The City will contribute towards the PORAC Legal Defense Plan that provides each employee with an attorney as a direct result of criminal charges or a criminal investigation arising out of the employee’s performance of his/her duties as an employee.
 - a. The City will contribute the current contribution for Plan II coverage not to exceed \$5.00 per month for each employee, paid by quarterly reimbursement of invoice provided by the Association for the “PORAC” Plan.
 - b. The Association will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.
 - c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and member.

ARTICLE 41 – TERM OF AGREEMENT

- 41.1 This Agreement shall be effective upon ratification of the Agreement by the bargaining unit and approval of the City Council, , and shall remain in full force and effect through June 30, 2022 or during the period of negotiations for a successor agreement, whichever is later. However, wage increases pursuant to Appendix A shall become effective July 1, 2019.
- 41.2 This Agreement shall automatically reopen for successor negotiations on February 1, 2022.

IN WITNESS THEREOF, said parties to this agreement have set their hands and seals this _____ day of October , 2019.

CITY OF LAKE OSWEGO

LAKE OSWEGO POLICE OFFICERS’ ASSOCIATION

Lake Oswego Police Officers’ Association
Collective Bargaining Agreement
July 1, 2019 – June 30, 2022

By _____
Martha Bennett
City Manager

By _____
Bryan Sheldon
President

By _____
Brandon Clauson
Vice-President

APPENDIX A

LAKE OSWEGO POLICE OFFICERS' ASSOCIATION

AS OF JULY 1, 2019

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Communications Operator Trainee	\$22.94	\$23.52				
Communications Operator	\$24.44	\$25.69	\$26.94	\$28.20	\$29.48	\$30.74
Sr. Communications Operator	\$26.95	\$28.28	\$29.67	\$31.06	\$32.41	\$33.77
Shift Lead Communications Operator	\$30.08	\$31.57	\$33.17	\$34.84	\$36.57	\$38.40
Community Service Officer	\$26.58	\$27.80	\$29.10	\$30.43	\$31.74	\$32.99
Evidence Technician	\$26.58	\$27.80	\$29.10	\$30.43	\$31.74	\$32.99
Police Officer	\$30.08	\$31.57	\$33.17	\$34.84	\$36.57	\$38.40

APPENDIX B

EMPLOYEES' BILL OF RIGHTS

This Appendix is hereby incorporated into the terms of the Agreement between the City of Lake Oswego and the Lake Oswego Police Officers' Association.

Employees within the bargaining unit are entitled to the protection of what shall hereafter be termed as the Employees' Bill of Rights." This Bill of Rights, however, does not apply to criminal investigations.

As a direct result of the work performance of employees, a number of contacts are made with the public. These public contacts may result in a private citizen filing with the City a written formal complaint against an employee.

In the event that a private citizen files a written complaint with the City, or an employee is subject to a disciplinary investigation which could lead to disciplinary action, the following guidelines should be followed:

1. An employee who is the subject of a complaint that the City reasonably believes may result in suspension or discharge shall be informed in writing: that he/she is the subject of an investigation, and the nature of the investigation and a summary of the relevant information, not less than twenty-four (24) hours before his/her interview (or twenty-four (24) hours before a written report is required.)

An employee who is involved as a witness to a complaint shall be informed that (s)he is a witness in an investigation and the nature of the investigation.

Under no circumstances shall the City direct a witness in a complaint investigation not to speak with an Association representative or Association attorney after that witness has been interviewed by the City. However, where the Association representative is the person being investigated or a material witness in the investigation, the City may request the Association to designate an alternative Association representative to serve in this capacity.

Under no circumstances shall the City direct an employee who is a subject in a complaint investigation not to speak with an Association representative or Association attorney in conjunction with a complaint investigation.

Employees subjected to other disciplinary investigations shall be informed of the subject of the investigation at the time the interview commences. In the event an employee who is the subject of a disciplinary investigation requests the presence of an Association representative, the interview shall be delayed until an Association representative is present. However, the employee's right to an Association representative shall not unduly delay the interview.

2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
3. The interview shall take place at the Lake Oswego Police Station facility, except when impractical. An employee who is the subject of an investigation shall be afforded an opportunity and facilities to contact and consult privately with an attorney upon his or her request of his or her own choosing and/or a representative of the Association, before being interviewed. An attorney of his own choosing and/or a representative of the Association may be present during the interview and may participate to the extent allowed by law.
4. The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods.
5. Personnel investigations shall be completed in accordance with the time lines and exceptions set forth in ORS 236.360 (6) (a) and (b).
6. It shall be unlawful for any person, firm, corporation of the State of Oregon, its political subdivisions or municipal corporations, to require any employee covered by this agreement to take or be subjected to any polygraph examination as a condition of continued or continuous employment, unless the employee freely requests that he be given a polygraph examination.
7. The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain his resignation; nor shall he be intimidated in any other manner. No promises or rewards shall be made as in inducement to answer questions.
8. The personal life of an employee shall not be a concern of the City, so long as it does not adversely affect his performance as an employee of the City.

In cases where an informal complaint is filed against an employee, the employee shall be advised of the complaint.

9. Use of Force Situations: When an employee is involved in the use of deadly force, s/he shall give a brief public safety statement to the responding supervisor or any other person designated by the Department to help identify any potential witnesses and the scope of the scene.

A public safety statement form shall be completed. The format of the public safety statement form shall be approved by the City and the Association.

Employees involved in the use of deadly force shall be advised of their rights to, and allowed to consult with an Association representative or attorney 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 or preclude the obtaining information deemed necessary to preserve evidence, protect lives and/or apprehend suspects.

10. Counseling: All employees must meet with a professional counselor approved by the parties following a traumatic incident or an incident involving the use of deadly force before they are allowed to return to the assignment of duties which could place them in a position that could require the use of deadly force. Employees who are assigned to other duties or excused from duty during this period will not suffer a reduction in pay or benefits, including paid leave banks.

The City reserves the right to determine what constitutes a traumatic incident and what constitutes a reasonable cost.

All such sessions shall be covered by the doctor/patient privilege and information disclosed in these session(s) shall be confidential and not be attainable or useable by the City. The City may, however, require employees to submit written verification of attendance at such counseling sessions. Any cost of professional counseling sessions not paid through workers compensation or the City's health insurance program will be paid by the City.

It is understood and agreed that this provision does not negate the City's right to require an employee to submit to a fitness-for-duty examination by a professional counselor of the City's choosing as a condition of return to work following a trauma incident or incident involving the use of deadly force. However, fitness for duty tests required by the City or requested by an officer cannot be substituted for the counseling sessions required under this section. In the event the City requests a fitness for duty examination, the City will direct the health care professional to report only that the employee is fit, unfit or fit for restricted duty. In the event of a fit for restricted duty reported is received, the City may confirm the restrictions. If the employee challenges the health care professional's determination, the City shall be entitled to a complete report.

11. Written Record of Complaint: It is agreed that no member of the bargaining unit will be required to write a report to the City on any complaint against them (by persons in or outside of the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required of any employee, they will be furnished with a copy of said signed complaint.

APPENDIX C

DRUG AND ALCOHOL POLICY

This Appendix is hereby incorporated into the Agreement between the City of Lake Oswego and the Lake Oswego Police Officers' Association.

The City of Lake Oswego and the Lake Oswego Police Officers Association recognize a responsibility to the citizens of Lake Oswego to maintain a safe and productive working environment. Consistent with this commitment, the City and the Association have agreed to this Drug and Alcohol Policy.

PURPOSE:

It is the mission of the Lake Oswego Police Department to enhance public safety through the use of a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of alcohol or use of drugs which interferes with this mission.

To ensure the integrity of the City's law enforcement system and preserve public trust and confidence in an alcohol/drug free service, the City has adopted the following rules and procedures:

PROHIBITED CONDUCT:

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing unlawful drugs or alcohol during working hours, including rest and meal periods, except as necessary in the performance of duties (confiscated evidence, approved undercover operations, etc.)
2. Reporting for work or returning to duty under the influence of alcohol or drugs, except as necessary in the performance of an official special assignment or if directed otherwise. Personnel who consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance. For the purpose of this Policy, an employee is considered to be "under the influence" of drugs, if the employee tests positive according to the thresholds set forth in Attachment A and the Mandatory Guidelines for Federal Workplace Drug Testing Programs for having such substances present in his/her body. An employee will be considered to be "under the influence of alcohol" if his/her blood or breath tests .02% BAC or higher.

To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within four (4) hours of responding to the callback

or, for any reason, believe they are impaired by alcohol are required to notify the supervisor upon being contacted for callback.

3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Police Chief or his/her designee, irrespective of the jurisdiction where such action was taken.
4. Failing to comply with City directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the City or rehabilitation counselors pursuant to this Policy.
5. Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required, below.

For the purpose of this Policy, “drugs” include, but is not limited to the following controlled substances as outlined in Attachment A: opiates, synthetic opioids, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/ methamphetamines and barbiturates. However, “drugs” does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician’s instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

MARIJUANA

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical or recreational use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the “prohibited conduct” listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act or is using marijuana in compliance with state law. However, employees who are using marijuana in compliance with a medical marijuana card will not automatically be subject to termination of employment. Instead, such employees are required to disclose any use which would constitute “prohibited conduct.” If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating standards.

DISCLOSURE OF MEDICATIONS:

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications under circumstances where the employee knows or should know that use of the medication will produce side effects that will affect their ability to safely perform all essential job duties must notify the Human Resources Director of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties, illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

EMPLOYEE TESTING:

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. Reasonable Suspicion

A supervisor or manager may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work “under the influence” of drugs or alcohol.

“Reasonable suspicion” shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that would cause a reasonable person to believe that an employee has consumed drugs and/or alcohol in violation of this Policy.

2. Rehabilitation Treatment

Where testing is required pursuant to a Rehabilitation and Return to Work Agreement imposed by the City or an employee’s rehabilitation counselors, individualized suspicion-less testing may be required as outlined in that Agreement.

Urinalysis testing will be conducted for all types of drug testing. Breathalyzer testing will be conducted for all types of alcohol testing.

TESTING PROCEDURES:

The testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive. The City shall pay for such testing.

The other sample shall remain at the facility in frozen storage for a minimum of ninety (90) days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.

Whenever there is a reasonable suspicion to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.

If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee's own choosing. The employee will pay for these types of tests.

All records pertaining to City required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

CONSEQUENCES OF VIOLATIONS:

1. **EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK ASSISTANCE BEFORE COMMITTING A POLICY VIOLATION – REHABILITATION.**

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to his/her supervisor or the Police Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees he/she:

- a. Has been evaluated by a Substance Abuse Professional (SAP); and
- b. If recommended by the SAP, is complying with all-rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Such agreements will be effective for no longer than five (5) years from the date signed. Any employee who violates the terms of the Agreement is subject to immediate termination.

During the time an employee is off work undergoing rehabilitation he/she may draw their unused, accumulated sick leave, vacation pay, holiday pay or compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which his/her paid leave is depleted or for the period required under FMLA and/or OFLA, whichever is greater.

It is understood and agreed that nothing in this Policy prohibits the City from disciplining or discharging an employee for engaging in illegal conduct, irrespective of when that conduct is discovered.

b. **EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK TREATMENT *AFTER* COMMITTING A POLICY VIOLATION.**

Employees who notify their supervisor, the Police Chief or the Human Resources Director of drug or alcohol dependencies *after* violating this Policy are subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discipline and discharge, provided the employee promptly complies with the terms and conditions set forth in Consequences of Violations, Section 1 above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCES TO DISCIPLINE AND DISCHARGE SET FORTH IN THIS POLICY AND THE REHABILITATION AND RETURN TO WORK AGREEMENT ARE NOT INTENDED TO SUPERSEDE "JUST CAUSE" OBLIGATIONS.

ATTACHMENT A

DRUG TESTING LEVELS

The following initial and confirmatory cutoff levels shall be used when screening specimens to determine whether they are negative for the drugs or classes of drugs required for testing:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites.....	50 ng/mL.....	THCA ¹	15 ng/mL
Cocaine metabolites.....	150 ng/mL.....	Benzoyllecgonine.....	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL.....	Codeine.....	2000 ng/mL
		Morphine.....	2000 ng/mL
6-Acetylmorphine.....	10 ng/mL.....	6-Acetylmorphine.....	10 ng/mL
Phencyclidine.....	25 ng/mL.....	Phencyclidine.....	25 ng/mL
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL.....	Amphetamine.....	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶	500 ng/mL.....	MDMA.....	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
² Morphine is the target analyte for codeine/morphine testing.
³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
⁵ To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
⁶ Methylenedioxymethamphetamine (MDMA).
⁷ Methylenedioxyamphetamine (MDA).
⁸ Methylenedioxyethylamphetamine (MDEA).

APPENDIX D

HONOR GUARD

Honor Guard members will be selected for special details on an “as needed” basis and not necessarily by seniority, at the discretion of the Honor Guard Commander.

In the event that a member of the LOPD Honor Guard Team volunteers and is selected to participate in a special event that is outside of their normal duty shift, but on a regular workday, that member may elect to waive the minimum seventy-two (72) hour shift change notice. That member’s immediate supervisor must also approve any shift adjustments for such an event with consideration of minimum staffing requirements.

In the event that a member of the LOPD Honor Guard Team volunteers to and is selected to participate in a special event that takes place on a regularly scheduled day off, the member will have the option of requesting overtime compensation, compensatory time, or adjusting (trading) hours worked at the event towards a regular duty shift. The date of the special event and the date with which duty time is traded must fall within the same pay period. The member must agree to this shift adjustment and waive their right to minimum callback overtime compensation. That member’s immediate supervisor must also approve any shift adjustments for such an event with consideration of minimum staffing requirements. The City will be permitted to exercise discretion when selecting which regular duty hours may be traded based on minimum staffing requirements, and the needs of the Department. Hours worked at the special event must be traded with regular duty time hours at the straight time rate (hour for hour).

In the event that no reasonable shift adjustment or trade can be agreed upon between the Honor Guard member and the City as a result of minimum staffing requirements or other needs of the Department, then that member will be provided with overtime compensation, compensatory time, or they will not be allowed to participate in the special event.