

COLLECTIVE BARGAINING AGREEMENT

between

OREGON CITY, OREGON

and the

OREGON CITY POLICE EMPLOYEES' ASSOCIATION

July 1, 2013 - June 30, 2016

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT AND PURPOSE.....1

ARTICLE 2: RECOGNITION2

ARTICLE 3: EMPLOYEE AND ASSOCIATION RIGHTS3

 3.1 Non-Discrimination3

 3.2 Association Participation.3

 3.3 Association Representatives3

 3.4 Checkoff and Fair Share.3

 3.5 Association Bulletin Board.3

ARTICLE 4: SECURITY5

 4.1 No Strike.5

 4.2 No Lockout5

ARTICLE 5: MANAGEMENT RIGHTS6

ARTICLE 6: PROBATIONARY PERIOD.....7

 6.1 New Hires7

 6.2 Promoted Employees7

 6.3 Extensions of Probation7

 6.4 Lateral Hires.....7

ARTICLE 7: SENIORITY9

 7.1 Defined Accrual9

 7.2 Loss of Seniority9

 7.3 Scheduling.....9

 7.4 Layoff.....10

ARTICLE 8: SALARIES11

 8.1 Salary Schedules.11

8.2	Non-Sworn Longevity	11
8.3	Working Out of Class Pay.	12
8.4	On Call/Pager Differential	12
8.5	Motorcycle Premium	12
8.6	Certification Premium.....	12
8.7	Notification of Disapproval of Time.....	12
8.8	Section 125 Plan	12
8.9	FTO Premium	12
8.10	Records Shift Differential Pay	12
8.11	Bilingual Premium	13
8.12	Canine Premium.....	13
8.13	SRO Premium	13
ARTICLE 9: HOURS AND OVERTIME.....		14
9.1	Workweek.....	14
9.2	Rest and Meal Periods	14
9.3	Overtime Opportunities.	15
9.4	Overtime Compounding.....	16
9.5	Compensatory Time.....	16
9.6	Callback	16
9.7	Schedule Changes	16
ARTICLE 10: VACATION.....		18
10.1	Years of Employment Defined	18
10.2	Accrual	18
10.3	Ineligibility for Vacation.....	18
10.4	Accrual Cap/Balance Statement	18

10.5	Concurrent Leaves	18
ARTICLE 11: HOLIDAYS		19
11.1	Holiday Accrual	19
11.2	Payment for Holiday Balance at Termination	19
11.3	Day Observed.....	19
11.4	Holiday Premium	19
11.5	Four-Ten	20
11.6	Accrual Reports	20
ARTICLE 12: SICK LEAVE		21
12.1	Sick Leave Accrual	21
12.2	Use of Sick Leave	21
12.3	Reporting Absence.....	21
12.4	Substantiation.....	21
12.5	Sick Leave Fold-In on Retirement.....	22
12.6	Limitations Related to Outside Employment and Worker's Compensation	22
12.7	"Immediate Family" Defined.....	22
12.8	"Emergency" Defined	22
ARTICLE 13: LEAVES OF ABSENCE.....		23
13.1	Leaves of Absence Without Pay.....	23
13.2	Military Leave.....	23
13.3	Non-Duty Witness or Jury Duty	24
13.4	Voting	24
13.5	Medical and Dental Appointments	24
13.6	Funeral Leave.....	24
13.7	Parental and Family Leave.....	24

ARTICLE 14: EMPLOYEE INSURANCE BENEFITS.....	26
14.1 Health Insurance	26
14.2 Retiree Medical.....	26
14.3 Life Insurance	26
14.4 Liability Insurance	26
14.5 Disability.....	26
14.6 Workers' Compensation.....	26
14.7 Obligation to Pay Premiums is Exclusive.....	27
14.8 Changes in Provider or Benefits	27
14.9 HRA-VEBA.....	28
ARTICLE 15: RETIREMENT	29
ARTICLE 16: EDUCATION ASSISTANCE.....	31
16.1 Reimbursement for Tuition.....	31
16.2 Reimbursement for Books	31
16.3 Courses During Working Hours	31
16.4 Reimbursement for Travel Expenses	31
ARTICLE 17: RESERVE OFFICERS	32
ARTICLE 18: LAYOFFS.....	33
18.1 Notice of Layoff.....	33
18.2 Seniority	33
18.3 Recall	33
18.4 Administration	33
ARTICLE 19: UNIFORMS	34
19.1 Uniforms	34
19.2 Boots and Shoes	34

19.3	Clothing Allowance	34
19.4	Cleaning	34
19.5	Body Armor	34
ARTICLE 20: HEALTH AND FITNESS CLUB DUES ALLOWANCE.....		35
ARTICLE 21: PSYCHOLOGICAL EXAMINATION.....		36
21.1	Error! Bookmark not defined.
21.2	Error! Bookmark not defined.
ARTICLE 22: TRAVEL EXPENSES		39
ARTICLE 23: PERSONNEL RECORDS		40
23.1	The Personnel Record	40
23.2	Employee Response	40
23.3	Inspection and Copies	40
23.4	Removal	40
23.5	Transmittal	40
ARTICLE 24: FUNDING.....		41
ARTICLE 25: ASSOCIATION MEETINGS.....		42
ARTICLE 26: DISCIPLINE AND/OR DISCHARGE.....		43
26.1	Disciplinary Measures	43
26.2	Due Process.....	Error! Bookmark not defined.
26.2	Due Process.....	43
26.4	Association Representation in Discipline Process	43
26.5	General Procedures.	43
ARTICLE 27: GRIEVANCE PROCEDURE.....		46
27.1	Grievance Defined	46
27.2	Grievance Adjustment Steps.....	46

27.3	Arbitration.....	46
27.4	Grievance Administration Issues	46
27.5	Time Limits.....	47
ARTICLE 28: TRAUMATIC INCIDENTS.....		48
28.1	Debriefing	48
28.2	Administrative Leave.....	48
ARTICLE 29: EXISTING CONDITIONS.....		49
ARTICLE 30: AMENDMENT AND CLOSURE.....		50
30.1	Renewal.....	50
30.2	Prior Agreements Superseded.....	50
ARTICLE 31: LEGAL DEFENSE FUND		51
ARTICLE 32: SAVINGS CLAUSE.....		52
APPENDIX A-1.....		ERROR! BOOKMARK NOT DEFINED.
APPENDIX A-2.....		ERROR! BOOKMARK NOT DEFINED.
APPENDIX A-3.....		ERROR! BOOKMARK NOT DEFINED.
APPENDIX B		56

ARTICLE 1: AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Oregon City, hereinafter referred to as the "City", and the Oregon City Police Employees' Association, hereinafter referred to as the "Association," for the period of July 1, 2013, through June 30, 2016. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement. It is the purpose of this document to set forth the full agreement between the parties.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all full-time or regular part-time employees working fifteen (15) hours or more per week for the City, excluding temporary, supervisory and confidential employees but including Senior Police Officers and Police Sergeants, who are employed in any of the classifications listed in Appendix A to this Agreement.

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

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

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

ARTICLE 3: EMPLOYEE AND ASSOCIATION RIGHTS

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

3.2 Association Participation. Employees covered by this Agreement have the right to form, join, and participate in the activities of the Association and there shall be no discrimination exercised against any employee covered by this Agreement because of membership in the Association or participation in Association activities.

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

3.4 Checkoff and Fair Share.

A. The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practical. The City's obligations under this Article shall not exceed those imposed or required by Oregon and/or federal law.

B. Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. However, any employee who chooses not to become a member of the Association shall make a payment in lieu of dues as defined in ORS 243.650(18). The non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, shall be guarded as provided for under ORS 243.666(1).

3.5 Association Bulletin Board.

A. The Association shall have a general use and information bulletin board in the hall near the property room and sergeants' office. This bulletin board will have "Oregon City Police Employees' Association" displayed on it. The general use bulletin board may contain information conveyed by letter and/or in memo format related to Association activities, meetings, endorsements or opinions about any matter related to legitimate concerns of Association members. However, campaign materials shall be restricted to the OCPEA's locker

room bulletin boards. The City may assume any item placed on the bulletin board has received approval to be posted from a member of the Association's E-Board.

B. Any information on the general use bulletin board appearing to be clearly inappropriate in the workplace, or violating the law, may be removed and placed in the Association President's box indicating where it was removed from, by whom and when. The Association President may discuss the removal of any item from the bulletin board with the Chief of Police if the item is to be returned to the board, or if a dispute exists about the item removed.

ARTICLE 4: SECURITY

4.1 No Strike.

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

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

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

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

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

ARTICLE 5: MANAGEMENT RIGHTS

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

ARTICLE 6: PROBATIONARY PERIOD

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

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

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

6.4 Lateral Hires.

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

2. The probationary period for a Lateral Police Officer is defined as twelve (12) months from the date of hire.

3. Lateral Officers are determined in accordance with Article 6.1 of the CBA and to receive this benefit must have at least three (3) consecutive years as a full-time Sworn Police Officer.

4. Lateral Officers shall be given, on their first day of employment, the pay step at the nearest Oregon City Police Department pay step which is equal to or exceeds their pay at their previous Police Employer.

5. The City and the Association agree that a DPSST Certified Police Officer with less than three (3) consecutive years as a full-time Sworn Police Officer may be offered some or all of the benefits of this MOA at the discretion of the City.

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

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

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

9. A newly hired Lateral Officer shall accrue vacation (Section 10.2 of this labor agreement) based on the total service as set forth in subsection 1 of this Article 6.4 related to lateral hires.

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

ARTICLE 7: SENIORITY

7.1 Defined Accrual. Seniority is defined as an employee's length of continuous service with the City since their last date of employment. In the event two (2) or more employees are hired in the same job classification on the same date, the filing date of their original employment application shall determine their seniority. Continuous service shall be service unbroken by separation from the City except that time spent on military leave, FMLA/OFLA leave, federal and state protected status leave or other authorized, paid leave which shall be included as continuous service. An employee shall not accrue seniority when on unpaid leave of absence exceeding one (1) month, except as required by state and/or federal law.

7.2 Loss of Seniority. An employee shall lose all seniority with the City in the event of the termination of employment for any reason. However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

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

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

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

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

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

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

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

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

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

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

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

7.4 Layoff. Layoff and recall shall be based upon seniority as provided in Article 18.

ARTICLE 8: SALARIES

8.1 Salary Schedules.

A. Employees covered by this Agreement shall be paid in accordance with the salary schedules shown in Appendix A to this Agreement:

1. Effective July 1, 2013, which reflects an across-the-board wage adjustment of three percent (3%) to the salary schedule for all bargaining unit classifications in effect on June 30, 2013;

2. Effective July 1, 2014, which reflects an across-the-board wage adjustment of two percent (2%) to the salary schedule for all bargaining unit classifications in effect on June 30, 2014;

3. Effective July 1, 2015, which reflects an across-the-board wage adjustment of two percent (2%) to the salary schedule for all bargaining unit classifications in effect on June 30, 2015;

8.1.1. Effective on and from August 1, 2014, the Sergeant salary schedule range then in effect for the sergeant classification will be modified and will consist of three (3) steps as follows:

A. **Sergeant Step 1** will be computed to be ten percent (10%) above the top step police officer base wage in effect on July 31, 2014.

B. **Sergeant Step 2** will be computed to be four percent (4%) above Sergeant Step 1 [8.1.1.A above]; the wage schedule shall note that Sergeant Step 2 will be attained on the eighteen (18) month anniversary of service as a sergeant.

C. **Sergeant Step 3** will be computed to be four percent (4%) above Sergeant Step 2 [8.1.1.B above]; the wage schedule shall note that Sergeant Step 3 will be attained on the thirty-six (36) month anniversary of service as a sergeant.

[NOTE: PLACEMENT OF CURRENT SERGEANTS AS OF AUGUST 1, 2014, ON THIS NEW SERGEANT SALARY RANGE NEEDS TO BE RESOLVED AS PART OF THIS AGREEMENT.]8.2 Non-Sworn Longevity. Employees covered by this Agreement, except Sergeants, Senior Police Officers and Police Officers, shall receive longevity pay for continuous service with the City according to the following schedule.

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

Continuous service shall be determined by resignation, dismissal, or retirement. If a terminated employee is subsequently rehired, continuous service shall begin on the date of rehire. However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost. Longevity pay shall be paid in addition to regular compensation. An employee who is on any unpaid leave of absence for thirty (30) consecutive calendar days shall not receive a longevity pay for the pay period.

8.3 Working Out of Class Pay.

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

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

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

8.5 Motorcycle Premium. Motorcycle officers shall be paid a five percent (5%) premium pay in recognition of the officer's responsibility to maintain a motorcycle.

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

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

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

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

8.10 Records Shift Differential Pay. Non-sworn employees will bid for shifts in accordance with the provisions of Article 7. If a non-sworn employee works a regularly scheduled shift which extends beyond 1830 hours (6:30 p.m.), the City will pay a shift

differential for all hours worked on the shift equal to one and one-half percent (1.5%) of the nonsworn employee's regular rate of pay.

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

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

Dogmasters and Dog Handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime.**8.13**

SRO Premium. SROs shall conduct follow-up and closure investigative work involving school and student related cases, and may be assigned DHS cases, crimes against children and other youth related matters. SRO's shall be paid a premium of five percent (5%) of their base pay per month.

ARTICLE 9: HOURS AND OVERTIME

9.1 Workweek. The normal work week for employees covered by this Agreement shall consist of:

1. forty (40) hours worked on the basis of five (5) consecutive eight (8)-hour days followed by two (2) consecutive days off; or

2. four (4) consecutive ten (10)-hour days followed by three (3) consecutive days off for a unit, team or special assignment where the affected employees consent and the Association is given written notice; or

3. a 9-hour shift for patrol officers who shall work a 5 on-2 off/4 on-3 off schedule under the FLSA 7(k)-28 day period and for patrol sergeants a regular shift of 4-10, and twelve (12)-hour relief shifts of 4 off-3 on/3 off-4 on under the FLSA 7(k)-28 day period.

4. Records employees shall work a modified 5/9 4/9 work week schedule with the fifth (5th) consecutive work day being eight (8) hours in length. To comply with the FLSA, records employees work week shall commence in the middle of their fifth (5th) consecutive work day. In the event that operational needs of the Department cannot accommodate the 5/9 4/9 records work week schedule, the Chief may make a written decision justifying the return of the records employees to a 5-8 work week schedule prior to concluding ORS 243.698 bargaining. Such written decision by the Chief will be provided to the Association at least ten (10) calendar days before the Chief implements the return to a 5-8 work week schedule for records employees.

5. Court employees shall work the same work schedule as the records employees as set forth in Article 9.1(4) above.

The workday is a consecutive eight (8)-hour day, consecutive nine (9)-hour day or a consecutive ten (10)-hour day, or a consecutive twelve (12)-hour day, with interruptions for rest and lunch periods.

The City and the Association may agree to any other shift schedule.

Unless working a relief shift, and except for sergeants, each consecutive workday shall have the same start/stop time as every other day in the workweek. The Chief of Police may approve a schedule exception based on unforeseen operational needs.

The workweek shall consist of a seven (7) day work schedule beginning at 12:01 a.m. Sunday and continuing until midnight the following Saturday.

9.2 Rest and Meal Periods. Except in case of emergency, each employee shall have a thirty (30) 1-minute lunch break and two fifteen (15)-minute paid rest periods within each eight (8)-hour work day. Lunch breaks for sworn officers assigned to the patrol and detective divisions shall be paid. Lunch breaks for all other employees shall be unpaid.

9.3 Overtime Opportunities.

A. Any work performed in excess of the regularly scheduled shift in one (1) day or forty (40) hours in one (1) week or the scheduled workweek whichever is greater, constitutes overtime and will be paid at one and one-half (1-1/2) the employee's regular rate of pay.

The parties agree to elect the FLSA 7(k) exemption for federal overtime purposes.

B. The City shall have the right to assign overtime work as required in a manner deemed to be the most advantageous and consistent with the most efficient operation of the Department. The City shall assign work on a voluntary basis prior to resorting to mandatory overtime and the following principles will be followed when assigning overtime work:

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

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

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

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

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

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

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

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

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

9.4 Overtime Compounding. In no case shall the employee be paid more than twice at the overtime rate (three times regular rate) for the same hours worked. For the purpose of computing overtime compensation, paid vacations, paid sick leave, compensatory time off, holiday days off, and paid leave of absence shall be considered hours worked.

9.5 Compensatory Time. The Chief of Police may authorize compensatory time in lieu of overtime pay. Compensatory time shall be earned at one and one-half (1-1/2) times the overtime hours worked, but shall not exceed the maximum of sixty (60) hours. Accrued compensatory time in excess of sixty (60) hours shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. An employee terminating their service with the City shall be paid for all accrued compensatory time shown due to the employee on the records of the City. Payment for accrued compensatory time upon termination of employment shall be calculated at the average regular rate of pay for the final three (3) years of employment, or the final regular rate received by the employee, whichever is higher. Overtime shall be calculated in increments of fifteen (15) minutes. If the Chief of Police elects not to grant a compensatory time off request due to operational needs or to avoid overtime expense, the employee may elect to receive payment for the compensatory time requested within ten (10) days.

The compensatory accrual cap shall be assessed and applied by the City each year at the February pay period. “Assessed and applied” as used herein means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

9.6 Callback. Employees who are called to return to work after leaving their duty station for the day shall be guaranteed a minimum of two (2) hours at the overtime rate of pay. Employees who are called to return to work on their regularly scheduled day off, previously scheduled vacation day, holiday day off or compensatory day off shall be guaranteed a minimum of four (4) hours of overtime pay. This Section shall not apply to early call-in of less than two (2) hours preceding the start of a regular shift when the call-in is for training or for an assignment which is undertaken on a voluntary basis (i.e., Safety Committee, Reserve Coordinator).

9.7 Schedule Changes. Work schedules showing employees' work days and hours shall be posted on the Department bulletin board. Except for emergency situations and for the duration of the emergency, any changes in work schedules shall be posted a minimum of seven (7) days prior to the effective date of the change. However, the Chief or his designee may, nevertheless, between regular shift rotations, for good cause and based upon good faith analysis

of operational and personnel needs of the Department or for training, re-assign employees to a different shift temporarily for the duration of such need. Such good faith assignments shall not be grievable, but employees shall receive at least seven (7) days' notice prior to such reassignments, unless precluded by an emergency. Schedule changes approved for the convenience of the employee, by mutual agreement, or for abnormal operational needs, shall not be subject to the notification requirements set forth above. An assignment in violation of this Article's notice requirement will be paid at the overtime rate for the duration of the notice period, but in no event will overtime be deemed the regular rate of pay for FLSA or contract overtime computation purposes. Exceptions to this Article may occur by mutual agreement.

ARTICLE 10: VACATION

10.1 Years of Employment Defined. Years of employment shall be years of continuous, unbroken service from last date of hire.

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

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

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

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

The vacation accrual cap shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" as used herein means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

10.5 Concurrent Leaves. If an employee takes a qualified state or federal family leave, the employee has the option to use holiday leave, vacation leave, compensatory time, leaves of absence without pay or sick leave. Any of the above leaves chosen by the employee for qualified state or federal family leave may be counted against the employee's family leave entitlement. If the employee's leave is due to the employee's serious health condition, the employee upon City request and at City expense shall provide health care provider certifications, including second or third opinions, and fitness for duty certifications, as provided for in the state and federal family leave laws.

ARTICLE 11: HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Floating Holiday in lieu of	Lincoln's Birthday
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Floating Holiday in Lieu of	the Friday after Thanksgiving
Floating Holiday in lieu of	Christmas Eve December 24
Christmas Day	December 25

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

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

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

11.4 Holiday Premium. Sworn employees assigned to patrol shall receive time and one-half (1-1 /2) overtime compensation for regular hours worked when their regularly scheduled shift occurs on July 4, Thanksgiving Day or Christmas Day. All other employees (Detectives, Police Secretaries and Officers on non-patrol assignments, etc.) shall receive time

and one-half (1-1 /2) overtime compensation if required to work on any holiday. Holiday premium shall not be paid on Lincoln's Birthday, the day after Thanksgiving or Christmas Eve, which are either taken off as a Floating Holiday or are considered a normal operational work day for all employees.

11.5 Four-Ten. For an employee working a 4/10 plan, a paid day off shall constitute a ten (10) hour day. Therefore, to account for an entire paid day off, ten (10) hours of the employee leave time shall be utilized by the employee.

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

The holiday accrual cap shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" as used herein means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

ARTICLE 12: SICK LEAVE

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

12.2 Use of Sick Leave. An employee who is unable to perform his duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care, or exposure to contagious disease, may utilize the employee's accumulated sick leave in accordance with this Article, vacation leave, compensatory time leave, or holiday leave in any order. No sick leave with pay shall be granted for any injury or illness resulting from outside employment. If an emergency in the employee's immediate family requires attendance of the employee on a given working day, the employee may utilize any leave described in this section, subject to approval of the Chief of Police. In no case shall sick leave be used to extend a vacation period. Intentional abuse of sick leave is cause for discipline, which may include termination.

The City may direct the use of sick leave where the City has a reasonable basis to conclude, based on medical opinion/certification that an employee is unable to work due to an illness or a health condition which is not as a result of an employee's employment with the City. The City may direct a medical evaluation at City expense and thereafter act based on the medical opinion of the City's physician.

12.3 Reporting Absence. Any employee who is ill and unable to report to work shall make a reasonable effort to notify the employee's immediate supervisor at least two (2) hours prior to the employee's reporting time. In case of a continuing illness, the employee shall keep the employee's immediate supervisor advised of the employee's inability to report to work.

12.4 Substantiation. The City may require certification of a health care provider to substantiate that an illness or injury prevents the employee from working. Sick leave time exceeding one (1) work week may require evidence that the employee was under a health care provider's care unless the City has reason to believe that the absence qualifies for family leave under state or federal law, in which case the City may ask for certification of a health care provider for any length of absence. When sick leave is used for family leave purposes, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a medical certification form to support the use of sick leave running concurrently with family leave and to obtain second and/or third opinion as provided by law. Should the employee be required to provide a certification, or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of the required certifications. An employee may be required to provide a fitness for duty certification before returning from family leave.

An employee who is absent for more than three (3) days in a family leave calculation year for the purpose of caring for a child who requires home care may be required to obtain certification to support any subsequent absence for this purpose. The cost of certification

of a health care provider incurred by the employee, if any, shall be paid by the City. Rights and responsibilities under this Agreement shall be construed in a manner which is consistent with the federal and Oregon family leave laws.

12.5 Sick Leave Fold-In on Retirement. Accrued sick leave shall be applied to retirement or disability benefits through the Public Employees Retirement System as outlined in ORS Chapter 237 and the administrative rules and regulations of the Public Employees Retirement System for the purpose of increasing retirement benefits for the employee.

12.6 Limitations Related to Outside Employment and Worker's Compensation. No sick leave with pay shall be granted for any injury or sickness resulting from outside employment or self-employment. Sick leave shall cease to accrue after an employee has been on leave without pay or Worker's Compensation for more than thirty (30) days.

12.7 "Immediate Family" Defined. The words "immediate family" as used in this Article is defined to include the employee's spouse, children, stepchildren, and any relative residing in the employee's immediate household.

12.8 "Emergency" Defined. The word "emergency" as used in this Article is defined as including major surgery wherein the surgery is conducted in a hospital under a general anesthesia and as excluding minor surgery performed as an out-patient service or in a physician's office with or without a local anesthesia.

12.9 Sick Leave Incentive. Effective July 1, 2013, the Association agreed to reduce the long-standing sick leave accrual of twelve (12) hours per month to ten (10) hours per month (See Section 12.1 above). This reduction was based upon the agreement by the parties that any employee who uses forty (40) or fewer hours of sick leave in a calendar year (beginning with calendar year 2013), exclusive of hours protected by state and federal leave laws, will be granted twenty (20) hours off to be scheduled off in the manner of compensatory time or vacation. The twenty (20) hours must be taken in the following calendar year or forfeited.

ARTICLE 13: LEAVES OF ABSENCE

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

Such leave shall not be approved for the purpose of accepting employment outside the service of the City.

In the event that the employee accepts permanent employment outside the service of the City, enters into a full-time business or occupation, or has not complied with the terms of the employee's application for such leave, the employee will be subject to discipline, including discharge.

Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence and may be required to reimburse the City for insurance premiums. If the City does not require an employee to reimburse the City for insurance premiums, such action will not be deemed a binding precedent on the City, nor will the Association maintain that such action establishes a past practice. The leave shall not prejudice the employee's seniority.

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

Employees may donate vacations, holiday and compensatory time to an employee who is ordered to active duty in the armed forces of the United States by order of the President. Balances donated will become available for transfer when the recipient has exhausted all paid leave. The vacation, holiday and compensatory time will be valued at the donating employee's current rate of pay (at the time of the donation) and then converted to the appropriate amount based on the Donee's current rate of pay. (For example, if an employee earning \$10 per hour donates two hours to an employee earning \$20 an hour, the Donee will be credited with one hour.) Donors will submit a request to the City:

"I request the City of Oregon City assist in the gift of ___ hours of vacation, ___ hours of holiday, and/or ___ hours of compensatory time from my balances. I give these amounts to _____, who is on active military duty and whose leaves are exhausted. I hereby assign to Donee the right to receive the value of this time off at Donee's current rate of pay."

The City thereafter shall make periodic disbursements to employee to keep Donee in fully paid status until funds in his earned leave account are exhausted.

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

13.4 Voting. Employees who are registered voters shall be granted up to one hour off with pay to vote on election days if they would otherwise not be able to vote because of their work schedule.

13.5 Medical and Dental Appointments. Paid time off for routine and pre-scheduled medical and dental appointments shall be granted to employees without deductions from their accrued leave. It is the responsibility of the employee to make every effort to schedule appointments during off-duty hours. When an employee's work schedule is such that they cannot schedule such appointments after work, they are to schedule such appointments so as to minimize interference with their work schedule. Time off with pay will not be granted to an employee to transport family members to medical and dental appointments. Leave without pay or compensatory time may be used to transport family members to medical or dental appointments.

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

13.7 Parental and Family Leave. Family leave may be taken pursuant to applicable state and federal law. Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition. While out on such leave, an employee may utilize accumulated sick leave, vacation time, compensatory time and holiday time in any order, and may also utilize sick leave in accordance with Article 12 before or after taking other paid time and otherwise with the City's approval which may be granted on a case by case, nonprecedent setting basis. After using all paid time, the employee may take leave without pay unless state or federal law requires otherwise and the employee requests otherwise in writing. Except as provided by law, family leave shall not exceed twelve (12) weeks without prior approval from the City. An additional twelve (12) weeks leave shall be available for a female employee who needs pregnancy disability leave, and, if the employee (male or female) utilizes family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care, but does not have a serious health condition.

Except where otherwise required by law, all leaves including sick leave, vacation leave, state and federal family leave, will run concurrently and be counted against the employee's

annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required, at City expense, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 14: EMPLOYEE INSURANCE BENEFITS

14.1 Health Insurance. The City shall, throughout the life of this Agreement, provide medical, hospitalization, dental, and optical insurance for employees covered by this Agreement and their eligible dependents. Effective July 1, 2001, the following insurance programs will be available: ODS Service Plan with vision (no prescription maximum), and Kaiser. Pacific Source Dental and Kaiser Dental Insurance shall be fully paid. After July 1, 1991, in the event either the Kaiser medical or the ODS Service Plan with vision (no prescription maximum) cost exceeds \$330 per month for any employee covered by this Agreement that employee shall pay one-half of the amount in excess of \$330 or five percent (5%) of the monthly premium cost, whichever is less.

A. For the term of this Agreement, the parties agree to retain the existing insurance language contained in Article 14.

14.2 Retiree Medical. The City shall provide the option to each retired employee and his family the same medical coverage provided to the employees of the City until the age of 65. The City will pay one-half (1/2) of the insurance premium for the retiree only. After age 65, the City will pay one-half (1/2) of the insurance premium for the employee only for Medicare supplemental health care coverage. Those retirees choosing additional coverage will be required to pay all additional costs.

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

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

14.5 Disability. The City shall, throughout the life of this Agreement, provide a disability (salary continuation) insurance policy for employees covered by this Agreement. This policy shall provide an income equal to two-thirds (2/3) of the employee's basic monthly salary starting ninety (90) days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Long term disability insurance payments shall be integrated with, but not paid in addition to sick leave or other disability payments such as Social Security, Worker's Compensation, or PERS. Premiums for this coverage shall be paid by the City.

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

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

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

2. An employee may voluntarily turn in his/her first and all subsequent Workers' Compensation payments and in turn will receive regular monthly paychecks to include draws (which will be computed based on a computation of monthly salary (hourly rate x 2080 / 12) or prorate thereof. Under option two (2), the following will occur:

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

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

c. In the event that an employee withholds any of his/her Worker's Compensation payments, compensation will fall into the integration of sick leave formula described in above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck.

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

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

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

14.9 HRA-VEBA. Effective July 1, 2006, and each month thereafter, the City will contribute an additional one percent (1%) of an employee's monthly salary into a tax-free VEBA account, and once a year on January 15, the City will put the cash equivalent of all hours over forty (40) hours of compensatory time into the employee's VEBA account.

ARTICLE 15: RETIREMENT

Section 1. Public Employee Retirement System (“PERS”) Members.

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

B. Retirement Contributions. On behalf of employees, the City will continue to “pick up” the six percent (6%) employee contribution to the Public Employees Retirement Fund through December 31, 2003. Thereafter, the City will continue to “pick up” a six percent (6%) employee contribution, payable as the law requires. The parties acknowledge that various challenges have been filed which contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws (“PERS Litigation”). Nothing in this agreement shall constitute a waiver of the parties’ rights, claims, or defenses with respect to the PERS Litigation and PERS related claims.

Section 2. Oregon Public Service Retirement Plan Pension Program (“OPSRPPP”) Members.

A. For purposes of this Article 17.1(B), “employee” means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 733.

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

Section 3. Effect of Changes in Law Other than PERS Litigation.

In the event the City’s payment of a six percent (6%) employee contribution under Article 17.1(A) or (B) , as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than the PERS Litigation), the City shall increase by six percent (6%) the base salary rates for each classification in the salary schedules applicable to the members of the bargaining unit in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

ARTICLE 16: EDUCATION ASSISTANCE

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

- A. The course is approved in advance by the Chief of Police and City Manager, and;
- B. The employee received a grade of "C" or better or a "Pass" grade if the class is graded on a "Pass-Fail" basis, and;
- C. The employee is not receiving reimbursement for tuition from other sources, and;
- D. Funds have been budgeted.

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

16.3 Courses During Working Hours. Courses which are offered only during regular working hours may be approved by the Chief of Police and Personnel Director provided time off can be conveniently arranged and arrangements can be made to make up time off during the same week as used.

16.4 Reimbursement for Travel Expenses. The City shall reimburse travel expenses to and from the location of a course only if the course is on an assignment basis and approved by the Chief of Police or Personnel Director. The City recognizes that it must, through the normal budgeting process, insure that a reasonable amount of money is included in the budget for the Police Department for the purpose of Police Officer training and education.

ARTICLE 17: RESERVE OFFICERS

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

17.2. Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in Article 31 of this Agreement.

ARTICLE 18: LAYOFFS

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

18.2 Seniority. While the City reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the City on the basis of employee's seniority within the job classification. Senior Police Officers shall be allowed to "bump" into a Police Officer position, additionally, any bargaining unit member given notice of layoff who has previously held a position in a different classification within the bargaining unit within the previous five (5) years may bump any incumbent in that classification who has lesser seniority in the bargaining unit than the employee being laid off. The employee's seniority in the different classification shall be determined by the date of their original appointment to that classification. The employee shall be called back from layoff according to seniority in the classification from which the employee was laid off.

18.3 Recall. The names of employees laid off shall be placed on layoff lists by job classification and employees shall be recalled in order of their placement on the layoff list. An employee's position on the layoff list shall be based upon seniority by job classification. An employee's layoff status shall be changed to terminated status if they have not been recalled within twenty-four (24) months of their layoff date. Laid off employees shall have ten (10) calendar days from receipt of written notice in which to accept assignment and must report to work within twenty-one (21) calendar days from receipt of written notice. Notification of recall shall be by certified letter sent to the last address provided to the City by the employee. It is the responsibility of the employee on layoff status to keep the City informed as to changes of address. Return of the notice as undeliverable because the employee has moved without notifying the City may constitute rejection of assignment.

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

ARTICLE 19: UNIFORMS

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

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

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

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

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

ARTICLE 20: HEALTH AND FITNESS CLUB DUES ALLOWANCE

The City will continue to pay directly to Nelson's Nautilus Fitness Club \$15 per month. The employee shall contribute \$1.00.

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

ARTICLE 21: PSYCHOLOGICAL & MEDICAL EXAMINATIONS

201.1 Police Officers. All new police officers must pass a physical, psychiatric, vision, and hearing examination as a post-offer condition of hire. When performance-related and consistent with this Article, a fitness for duty examination (FFDE) may be required for police employees, and in such cases, the cost of the FFDE will be borne by the City. The FFDE will comply with and be administered pursuant to the provisions set forth below in this Article.

201.2 Fitness for Duty Evaluation (FFDE) Procedure. The Employer will comply with the provisions outlined under state and federal law relating to the medical examinations of employees, including fitness for duty evaluations (“FFDE”). See 29 CFR 1630.14 and ORS 659A.136, OAR 839-006-0242-0244. An FFDE of an employee must be performance-related (as defined in this Article and as defined in the referenced CFR, ORS and OAR) and consistent with business necessity.

(1) An FFDE of an employee will be deemed performance-related and consistent with business necessity if the City determines there is: (1) objective evidence that the employee is having difficulty performing his or her job effectively; or, (2) when an employee becomes disabled as defined by law; or, (3) the examination is necessary as part of the interactive process to identify an effective reasonable accommodation; or (4) as part of medical examinations screening and monitoring required by other laws. Further, if the City has a reasonable concern, based on objective facts, that the employee may be unable to perform the essential duties of the job safely (i.e. potentially poses a substantial risk of harm to the employee or others), the City may also utilize the FFDE, first, to determine whether or not a substantial risk of harm to the employee or others exists and, secondly, whether there is any reasonable accommodation that exists which would eliminate or reduce the risk below a substantial risk of harm to the employee or others.

(2) As part of the FFDE, the City will identify and utilize the most current medical knowledge and/or best available objective evidence about the employee that the Employer has in its possession.

(3) With the cooperation of the Association as necessary, for purposes of the FFDE, the City will coordinate with the employee to obtain relevant medical information from the employee’s treating medical provider, and/or refer the employee to the appropriate medical provider (“medical examiner”) of its choice to perform the FFDE of the employee.

(4) Neither the City nor the medical examiner selected by the City shall request the employee to sign a waiver of the medical examiner’s liability or the City’s liability, nor shall the City or the medical examiner present to an employee a waiver of liability of the medical examiner’s negligence in conducting/reporting on the FFDE.

(5) At the request of the City, the employee must cooperate in the FFDE process including, but not limited to, timely attendance at scheduled examinations with the selected medical examiner, cooperation in the examination process and testing, and execution of all requested medical authorization release forms. The employee’s failure to cooperate fully in

the FFDE will result in the employee's loss of protection under state and federal disability discrimination laws, and the City may proceed in response to the employee's performance issues or any potential need for accommodation without regard to such laws.

(6) Upon conclusion of the FFDE, the medical examiner will submit a written report, which addresses specific inquiries submitted by the City. If, in the opinion of the medical examiner, the employee has physical and/or mental limitations that affect his/her ability to perform the essential functions of the position, the medical examiner will identify the nature and extent of such limitation(s) and the affected essential function(s) of the position. The medical examiner will be asked to explain the medical basis upon which the conclusions are based, and, if necessary, any information about the employee's medical condition in relation to how the employee, in the course of duty, could present a threat to him/herself or others. The examiner will provide that information to the City, with a copy to the employee's treating medical provider and others as directed by the employee's written release and authorization. All aspects of the medical examiner's report shall be treated as a confidential health care record and shall not be disclosed by the Employer except on a strict need-to-know basis, legal basis, or upon written release from the employee.

(7) Upon receipt of the medical examiner's FFDE report, the City may determine it necessary to obtain additional medical and/or relevant factual information, further diagnostic testing, seek additional or clarifying medical opinions from the employee's treating medical provider or the City's FFDE medical examiner and the employee must cooperate in that process as outlined in subsection (4) above.

(8) If City's FFDE medical examiner determines that the employee has a physical or mental impairment that is substantially limiting the employee's ability to perform any of the essential functions of the position, and/or poses a substantial risk of harm to the employee or others, the City will meet with the employee and the Association's designated representative as appropriate, engage in an interactive process to determine if the employee requires an effective, reasonable accommodation in order to perform the essential functions of the position or to alleviate or remove a substantial risk of harm to the employee and/or others. The parties shall cooperate in the interactive process and make a reasonable effort to identify a potentially effective, reasonable accommodation that may enable the employee to continue to perform the essential functions of the position.

(9) If the City is unable to identify an effective, reasonable accommodation that would remove the barrier to the employee's ability to perform all of the essential functions of the position in question or any other position within the unit, or eliminate or minimize the substantial risk of harm to the employee or others, and therefore decides to administratively terminate the employment of the employee, all information upon which the City is relying, including, but not limited to the FFDE opinion and the documentation of the interactive process between the City and employee, will be released to the Association's legal counsel and/or the employee's designated treating medical provider upon written release by the employee. Neither the City nor the Association shall receive copies of the employee's medical treatment records utilized by the City's medical examiner to reach the FFDE opinion without the employee's specific written consent. The parties shall cooperate with each other to ensure that the necessary written consent and releases are executed.

(10) Should the Association have any evidence or information that contradicts the City's decision regarding the employee's FFDE, the Association will immediately inform the City if it has or expects to have such evidence or information and the City will consider such evidence or information promptly once it is provided.

(11) The Association may challenge the City's FFDE decision by filing a grievance using the grievance procedure set forth in this Agreement. At arbitration, the Arbitrator will determine, using the preponderance of the evidence, whether the City failed to act in accordance with this Article. The Arbitrator will fully consider the evidence and/or information supplied by each party before making this determination on the merits of the issue. If the City is administratively terminating the employee's employment, then the City will have the burden of proof by a preponderance of the evidence showing that the City has complied with this Article. If the employee is requesting to be returned to work and the City is refusing based upon the lack of an effective reasonable accommodation, as outlined in this Article, then the employee, through the Association, shall have the burden of proof to demonstrate by a preponderance of the evidence that the work accommodation proposed by the employee is effective, does not create an undue hardship, or that the City has otherwise failed to comply with this Article. In any arbitration where the medical evidence and the City's reliance upon medical evidence is at issue, the Arbitrator shall determine whether the Employer's action was reasonable and was taken for proper reason consistent with the law and the medical evidence upon which the City relied, and if so, the Arbitrator will shall affirm the action. The Arbitrator will decide which party is the losing party and may, at the Arbitrator's discretion, order the losing party not only to pay the Arbitrator's expenses, but the expenses of all expert witnesses utilized in the matter.

(12) No employee shall be required to sign a waiver allowing, requesting or requiring the Employee Assistance Program (EAP) providers to disclose any information to the City, including that the employee utilized the EAP program, except as otherwise provided for in the drug and alcohol policy or a substance abuse-related last chance agreement.

(13) Information concerning any examination will be treated with confidentiality to the extent permitted by Oregon law.

(14) Whenever the City intends to rely on a psychological, psychiatric, and/or medical report, the City and the Association shall cooperate in order that the report can be provided to the employee by or through the employee's health care provider, and/or to the Association and/or to the Association's attorney. The City may require an authorization and release in a form acceptable to the City before releasing a medical record.

ARTICLE 22: TRAVEL EXPENSES

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

ARTICLE 23: PERSONNEL RECORDS

23.1 The Personnel Record. Personnel Records shall be maintained on each full-time employee of the City. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall be placed in the employee's personnel file. The personnel file is maintained in the City Personnel Department. The City also maintains supervisory and investigatory files.

23.2 Employee Response. A copy of any written item placed in an employee's personnel file shall be furnished to the employee within three (3) days. The employee may respond in writing within seven (7) days to any information with which he disagrees and such response shall be placed in his personnel file.

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

23.4 Removal. With the exception of Personnel Action forms and Employee Evaluations, letters of warning and reprimand and any response written by the employee shall be removed from the employee's personnel file after three (3) years and upon request of the employee provided there is no subsequent warning letter(s) or disciplinary action over the same issue taken during the intervening period of time. Documents removed may be retained in a separate system of records not used as the basis of future personnel or disciplinary decisions, except to demonstrate training and forewarning but not as progressive discipline.

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

ARTICLE 24: FUNDING

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

ARTICLE 25: ASSOCIATION MEETINGS

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

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

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

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

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

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

ARTICLE 26: DISCIPLINE AND/OR DISCHARGE

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

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

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

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

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

26.4 General Procedures.

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

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

2. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction

upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

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

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

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

4. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.

5. The employee will be required to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

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

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

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

9. Interviews and investigations shall be concluded within forty-five (45) calendar days of the interview date of the employee, as set forth in Section 26.5(A)(2) above. The City may unilaterally extend the date for conclusion of the investigation by fourteen (14) calendar days, provided that the Association and the employee receive written documentation of the City's extension decision on or before the start of the extension period. Fourteen (14) calendar day extensions may occur one (1) or more times subject to Section 26.5(A)(10).

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

B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

C. Section 26.5 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 27: GRIEVANCE PROCEDURE

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

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

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

Step 2: If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Association shall submit written notice to the Chief of Police with a copy to the Association if submitted by the employee, including: 1) statement of the grievance and relevant facts; 2) specific provisions of the Agreement violated; and 3) remedy sought. The Chief of Police shall meet with the grievant and the Association and attempt to resolve the grievance. The Chief of Police shall respond to the employee or the Association in writing within ten (10) days with a copy to the Association.

Step 3: If; within ten (10) days from receipt of the Chief of Police's reply, the grievance remains unadjusted, the grievance maybe submitted, to the City Manager. The City Manager may meet with the aggrieved party, the Personnel Director, the Chief of Police, the employee's immediate supervisor, and the Association representative, and shall respond within ten (10) days, with a copy to the Association.

Step 4: If the grievance still remains unsettled, the Association may, within ten (10) days after the reply of the City Manager is due, serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

27.3 Arbitration. After the grievance has been so submitted, either party may request from the Oregon Employment Relations board a list of thirteen (13) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.

27.4 Grievance Administration Issues. Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and hearing room shall be borne by the losing party. If mutually agreed prior to arbitration, the cost of a court reporter, if any, shall be paid in

accordance with the bar/court reporting guidelines, with each party sharing fifty percent (50%) of the court reporter's fees and the cost of a transcript for the arbitrator, and each party bearing its own expenses for its copy of the record. Following the rendering of the arbitrator's decision, the parties shall meet and attempt to agree which is the "losing party." If the parties are unable to so agree, the question of who the "losing party" is shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration. Days shall be counted as calendar days.

27.5 Time Limits. Failure of an employee to submit a grievance in accordance with the time limits listed above shall constitute abandonment of the grievance. This does not preclude the parties from extending the grievance time limits by mutual agreement.

ARTICLE 28: TRAUMATIC INCIDENTS

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

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

ARTICLE 29: EXISTING CONDITIONS

Conditions of employment related to wages, hours and working conditions which are mandatory subjects of bargaining, except those conditions modified through collective bargaining, shall be maintained at not less than the level in effect at the time of the signing of this Agreement. In the event the City proposes to make a change in any such existing conditions, the parties will bargain and any disagreement between the Association and the City with respect to the change in existing conditions which are mandatory subjects of bargaining or the application of this Article shall be subject to the grievance procedure.

ARTICLE 30: AMENDMENT AND CLOSURE

30.1 Renewal. Any specified Article or Articles of this Agreement may be opened for renegotiation by mutual written consent of both parties at any time during the life of the Agreement. Both parties recognize that this Agreement terminates on June 30, 2004. If either party wishes to modify, amend, add to or delete any of the provisions of this Agreement, it shall give written notice to the other party at least one hundred eighty (180) days prior to the expiration of this Agreement. Negotiations shall commence within thirty (30) calendar days after such notice is provided. If neither party shall give notice as provided above, this Agreement shall remain in effect from year to year.

30.2 Prior Agreements Superseded. All prior agreements and memoranda of understanding are superseded by this Agreement. The parties intend that the *Compensatory Time, Vacation Cap, Holiday Accrual MOA* dated August 24, 2010, has been incorporated into this Agreement and therefore, the MOA shall be of no further force or affect and the City shall continue its past practice of reporting earned leave accruals on payroll checks.

ARTICLE 31: LEGAL DEFENSE FUND

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

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

ARTICLE 32: SAVINGS CLAUSE

Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

CITY OF OREGON CITY, OREGON

**OREGON CITY POLICE
EMPLOYEES' ASSOCIATION**

Doug Neeley, Mayor

Dave Edwins, President

Nancy Ide, Recorder

Brad Edwards, Vice President

REVIEWED AS TO FORM:

Akin Blitz, Attorney for the City

Mark Makler, Attorney for OCPEA

**APPENDIX A-1
SALARY SCHEDULE +3%
JULY 1, 2013 THROUGH JUNE 30, 2014**

CLASSIFICATION	STARTING	1YR	2YR	3YR	4YR	5YR			
Police Officer	4559	4744	4934	5118	5308	5497			
Senior Police Officer	4801	4983	5177	5358	5546	5729			
Police Sergeant	5995 New SGT?	6111	6218 Lynch Gates	6390 Davis Kramer	6503	6621 Paschall Young			
Community Service Officer	3197	3417	3637	3846	4064	4282			
Police Records Specialist	3091	3341	3471	3672	3859	4057			
Municipal Court Secretary	3091	3341	3471	3672	3859	4057			
Court Services/Collections Clerk	2561	2687	2823	2964	3114	3270			
Parking Enforcement Officer	2730	2864	3009	3160	3318	3483	3570	3661	3751
Office Specialist - Code Enforcement	2939	3086	3239	3403	3572	3750	3843	3941	4041
Code Compliance Officer	3245	3406	3574	3753	3942	4139	4243	4348	4457

**APPENDIX A-2
SALARY SCHEDULE +2%
JULY 1, 2014 THROUGH JUNE 30, 2015**

CLASSIFICATION	STARTING	1YR	2YR	3YR	4YR	5YR			
Police Officer	4650	4839	5032	5220	5414	5607			
Senior Police Officer	4897	5083	5280	5465	5656	5843			
Police Sergeant (until July 31, 2014)	6114	6223	6342	6518	6633	6753			
		New SGT?	Lynch Gates	Kramer	Davis	Paschall Young			
Community Service Officer	3261	3485	3710	3923	4146	4367			
Police Records Specialist	3153	3408	3541	3745	3937	4138			
Municipal Court Secretary	3153	3408	3541	3745	3937	4138			
Court Services/Collections Clerk	2612	2741	2880	3024	3176	3336			
Parking Enforcement Officer	2784	2922	3069	3223	3384	3553	3641	3734	3826
Office Specialist - Code Enforcement	2997	3148	3304	3471	3643	3825	3920	4020	4122
Code Compliance Officer	3309	3474	3646	3828	4021	4221	4327	4435	4546
Effective August 1, 2014	STARTING	18 month	36 month						
Police Sergeant	6168	6415	6753						
		Lynch Gates New SGT?	Paschall Young Davis Kramer						

APPENDIX B

EMPLOYEE RIGHTS TO ASSOCIATION REPRESENTATION DURING INVESTIGATORY INTERVIEWS

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

1. The employee reasonably believes that disciplinary action is being contemplated or may result.
2. The employer insists on an interview (questioning).
3. The employee requests representation (the employer is not required to inform the employee of his right).

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

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

1. Where the meeting is simply to inform the employee of a decision concerning discipline which has previously been made. (E.g. simply to give the employee a letter of discipline).
2. Casual conversation between a management official and an employee to convey instructions, training, or needed correction of his or her work techniques.

Members of the Association are urged to exercise their right to Association representation. If you have questions or need a representative contact:

An Association Executive Board Member
Or
Makler, Lemoine & Goldberg, P.C.

515 NW Saltzman Rd #811

Portland, Oregon 97229
(503) 718-7672