

AGREEMENT
BETWEEN
THE CITY OF MEDFORD, OREGON
AND
MEDFORD POLICE OFFICERS ASSOCIATION

2018 - 2021

Table of Contents

ARTICLE 1 - RECOGNITION	1
1.1 Recognition.	1
1.2 Classifications Excluded.	1
1.3 New Classes.	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - NON-DISCRIMINATION.....	2
3.1 Employee Rights.	2
3.2 Non-discrimination.	2
3.3 Use of Gender.	2
ARTICLE 4 - ASSOCIATION BUSINESS.....	2
4.1 Association Business.	2
4.2 Collective Bargaining Activities.	2
4.3 Association Solicitation.	2
ARTICLE 5 - ASSOCIATION SECURITY.....	3
5.1 Check Off.	3
5.2 Indemnification.	3
5.3 New Hires.....	3
5.4 Bulletin Boards.....	3
5.5 Right of Access.	3
ARTICLE 6 - HOURS AND OVERTIME	3
6.1 Regular Hours.....	3
6.2 Work Week.....	3
6.3 Workday.	4
6.4 Work Shift.....	4
6.5 Work Schedule(s).....	4
6.6 Rest Periods.....	4
6.7 Meal Periods.....	4
6.8 Definitions.....	4
6.9 Overtime.....	4
6.10 Annexed Overtime and Court Appearances.	5
6.11 Non-annexed Callback Overtime and Court Appearances.....	5

6.12	Overtime and Court Appearances on Scheduled Days Off.....	5
6.13	Overtime for Out-of-Town Assignments.....	6
6.14	On Call Detectives.....	6
6.15	Safety Release.....	6
ARTICLE 7 - MILEAGE AND PER DIEM.....		6
7.1	Mileage.....	6
7.2	Per Diem.....	7
ARTICLE 8 - HOLIDAYS.....		7
ARTICLE 9 - SICK LEAVE.....		7
9.1	Accrued Sick Leave.....	7
9.2	Definitions.....	8
9.3	Statutory Leave – Unpaid.....	8
9.4	Utilization for Illness or Injury.....	8
	Notification Requirements.....	8
	Healthcare Provider Certification.....	9
	Uses for non-FMLA/OFLA Care Giving.....	9
9.5	Integration with Worker's Compensation.....	9
9.6	Sick Leave without Pay.....	9
9.7	Bereavement Leave.....	10
9.8	Limits to Sick leave Usage and Accruals.....	10
ARTICLE 10 - OTHER LEAVES OF ABSENCE.....		10
10.1	Criteria and Procedure.....	10
10.2	Jury Duty.....	10
10.3	Non-Service Connected Appearance.....	10
10.4	Service Connected Appearance.....	11
10.5	Conferences and Seminars.....	11
10.6	Exercise of Franchise.....	11
10.7	Reimbursement of Tuition or Fees.....	11
ARTICLE 11 - VACATIONS.....		11
11.1	Accrual.....	11
11.2	Continuous Service.....	11
11.3	Accrual Limitations.....	12
11.4	Leave of Absence Without Pay.....	12
11.5	Vacation Selection.....	12
11.6	Death or Termination.....	12
11.7	Vacation Cash Out.....	12

ARTICLE 12 - PERSONNEL FILE	12
12.1 Inspection	12
12.2 Employee Response	13
12.3 Employee Signature	13
ARTICLE 13 - DISCIPLINE AND DISCHARGE	13
13.1 Discipline	13
13.2 Discharge	13
13.3 Probationary Employee	13
ARTICLE 14 - SETTLEMENT OF DISPUTES	13
14.1 Grievance	13
14.2 Time Limits	14
14.3 Grievance File	14
ARTICLE 15 - GENERAL PROVISIONS	15
15.1 Use of Building	15
15.2 Information	15
15.3 Posting of Work Rules	15
15.4 Class Specifications	15
15.5 Safety	15
15.6 Uniform Allowance	15
15.7 Other Employment	15
15.8 Shift Trading and Trading of Days Off	16
15.9 Training Day	16
15.10 Drug and Alcohol Policy	16
ARTICLE 16 - SENIORITY	17
16.1 Definition	17
16.2 Layoff, Reduction in Class and Recall	17
16.3 Notice of Recall from Layoff Status	17
16.4 First Line Supervisor Return to Bargaining Unit	17
16.5 Seniority List	18
ARTICLE 17 – PROBATION PERIOD	18
ARTICLE 18 - COMPENSATION	18
18.1 Salary Schedule	18
18.2 Pay Periods	18
18.3 Form of Compensation	18
18.4 Pay Differentials	18

18.5	Medical Savings Account.....	19
18.6	Working Out of Classification.....	19
ARTICLE 19 - RETIREMENT		19
ARTICLE 20 - INSURANCE.....		20
20.1	Plan and Contribution.....	20
20.2	Workers' Compensation.....	20
ARTICLE 21 - STRIKES AND LOCKOUTS.....		20
21.1	No Strike.....	20
21.2	No Lockout.....	20
ARTICLE 22 - PREVAILING RIGHTS		20
ARTICLE 23 - PRODUCTIVITY		20
ARTICLE 24 - SAVINGS CLAUSE		21
ARTICLE 25 - TERM OF AGREEMENT.....		21
ARTICLE 26 - EXECUTION/SIGNATURES		21
EXHIBIT A – SALARY SCHEDULE.....		22
	Incentive Pay.	22
Letter of Agreement – Article 6 Hours and Overtime.....		24

AGREEMENT BETWEEN
CITY OF MEDFORD
AND
MEDFORD POLICE OFFICERS ASSOCIATION

Agreed to and to be in effect between the City of Medford, Oregon, hereinafter called the "City", and the Medford Police Officers Association, hereinafter called the "Association", made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

1.1 Recognition.

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular employees who are members of the bargaining unit. For the purpose of this agreement, a regular employee shall be an employee who works a regularly scheduled week of 20 hours or more. Employees in the position of Community Service Officer for Patrol shall be permitted to work 25 hours and not be considered a regular employee. All reference to employees in this agreement shall be construed to mean regular employees, and not irregular, temporary (not to exceed 120 days), or part-time (less than 20 hours per week) employees.

The bargaining Unit shall consist of the following classifications:

- Community Services Officer
- Crime Analyst
- Forensic Technician
- Police Officer
- Police Records Specialist
- Property Control Specialist

1.2 Classifications Excluded.

It is further agreed that classifications that are supervisory or confidential are excluded from the bargaining unit.

1.3 New Classes.

New classes may be developed within the Police Department by the City, and a wage scale assigned thereto. The City shall forward the new class and wage scale to the Association for review of the wage scale. The contract will then be subject to reopening to include wages, hours and working conditions for the new classification.

ARTICLE 2 - MANAGEMENT RIGHTS

In addition to rights specified elsewhere in this agreement, the City shall have all legal and customary rights including, but not limited to, the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services, exercise complete control and discretion over its organization, operations, and the technology of performing its work; determining the procedures and standards of selection for employment and promotion; direct and supervise employees; take disciplinary action, for just cause, relieve employees from duty due to workload deficiencies, reduction of budgeted positions, reallocation of work assignments and other justifiable causes; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; take all reasonable action necessary to assist employees in their career development through special training assignments; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

The rights of employees in the bargaining unit and of the Association are limited to those specifically set forth in this agreement, and the City retains all authority, powers, privileges and rights not specifically limited by the terms of this agreement. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the arena of collective bargaining. It is agreed that this document contains the full and complete agreement on all bargaining issues between the parties and for all for whose benefit this agreement is made. In the event a conflict between the provisions of the agreement and any rule or regulation heretofore existing, the provisions of this agreement shall control.

ARTICLE 3 - NON-DISCRIMINATION

3.1 Employee Rights.

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because of his/her exercise of his/her rights, and the City will follow all Federal and State statutes with respect to those rights.

3.2 Non-discrimination.

The City and the Association agree that the provisions of this agreement shall be applied to all employees in the bargaining unit without illegal discrimination as to race, color, creed, national origin, age, sex, religion, mental or physical disability, union affiliation, political affiliation, or any other class protected by Federal or State law.

3.3 Use of Gender.

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 4 - ASSOCIATION BUSINESS

4.1 Association Business.

The City agrees to allow time off with reasonable prior notice without loss of pay for members who are designated Stewards or shift representatives (not to exceed ten (10), a list of which will be kept current with the City) for Association business unless such absences seriously hamper the normal operation of the department. No more than two such employees may be off at one time without prior approval.

To this end, exclusive of bargaining activities and critical incident response, but inclusive of grievance investigation/resolution, the Association will be granted a total of ten (10) hours per month to designate for said business. The Association shall be compensated for representation of members in OIS, use of force or critical incidents on a 1:1 basis in which their participation and representation is necessary for an Association Member. A log of time used shall be presented upon request to the Department Head.

4.2 Collective Bargaining Activities.

The time for collective bargaining activities shall be mutually agreed upon by the City and the Association. When mutually agreed upon collective bargaining activities occur during the regularly scheduled working hours of members of the Association bargaining team, they shall be allowed time off with pay for that purpose. The City shall be notified by the Association of the names of designated representatives. No more than four (4) such employees may be off with pay at any one time. The Association will make every effort to consider the requirements of the department in utilizing time off.

4.3 Association Solicitation.

Except as otherwise provided in the Agreement, during their working hours, Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association, provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee.

ARTICLE 5 - ASSOCIATION SECURITY

5.1 Check Off.

Any employee who is a member of the Association, whether full or associate, or who has applied for membership, shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) days to the Association.

5.2 Indemnification.

The City shall not be held liable for errors in deductions provided in this article unless the City upon written notification from the Association, fails to correct the error within one month. The Association agrees to indemnify, defend, and hold the City harmless against any claims or suits brought against the City as a result of this article. The Association shall provide the City prior written notice of at least one month of any change in dues amounts.

5.3 New Hires.

The City will notify the Association of all new hires within 30 days after their having been employed, furnishing the Association with the new employee's name, mailing address, and position for which he/she was hired.

5.4 Bulletin Boards.

The City agrees to allow wall space in the Squad Room not to exceed 3' x 4', for a bulletin board which may be locked by the Association within the Police Department to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of the official of the Association.

5.5 Right of Access.

Association Business Representatives shall have the right of reasonable access to the work areas of the employees represented under this Agreement but will not unreasonably interfere with the employees work. Prior to gaining such access, the Association Business Agent will first contact the supervisor of the affected employee, if on duty, and if that supervisor is not on duty, the patrol shift supervisor will be contacted concerning the visit. Clearance for the requested access shall be gained from the contacted supervisor prior to such visit. In no case will such access be unreasonably denied.

ARTICLE 6 - HOURS AND OVERTIME

6.1 Regular Hours.

The regular hours of work each day shall be consecutive time except for interruptions for lunch periods.

6.2 Work Week.

The work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, with two (2) days off; four (4) consecutive ten (10) hour days, with three (3) days off; or a 12 hour work schedule as defined below. The seven (7) day work schedule will begin at the start of the employees first day of work and end 168 hours later.

A police officer assigned patrol duties will follow a normal work cycle of 12, 12 hour work shifts and two (2) eight (8) hour work shifts. The work week will normally consist of three (3) consecutive 12 hour days followed by four (4) days off. However, it is understood that an employee will be required to work 26 eight (8) hour shifts on scheduled days off to assure a total of 2,080 hours of scheduled work per year and no more than 171 hours scheduled per 28 day work cycle. Any of the eight (8) hour shifts may be assigned for training. Officers assigned as Dog Handlers or Agitators may elect to schedule their training shifts in blocks of four (4) hours on scheduled days off. The 28 day work cycle will begin at the start of the officer's first day of work and end 672 hours later.

The work week as defined in this section shall not apply to sworn probationary employees, who may be assigned

at the discretion of the City.

The work week and days off may be modified by the City to accommodate voluntary training assignments without incurring an overtime obligation.

6.3 Workday.

The workday for employees shall consist of an eight (8), ten (10) or 12 hours of work within a 24 hour period including rest periods, briefing and training periods but excluding the meal period except for sworn personnel (i.e., The 24 hour period will begin at the start of the employee's workday and end 24 hours later). An officer assigned as a Dog Handler will be assigned to a shift consisting of three ten ((10)-hour shifts and one eight (8)-hour shift, and will be paid an additional two hours each week for care and maintenance of the canine.

6.4 Work Shift.

Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times.

6.5 Work Schedule(s).

Work schedules showing the employees workdays, and hours shall be posted on the department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. This section does not apply to a probationary employee, or an employee approved for and assigned to light duty. The City may, for assigned training, change an employee working a 12 hour schedule to an eight (8) hour schedule after notifying the employee seven (7) days prior to the effective date. The City and the employee may mutually agree to waive the required seven (7) day notice.

In the event the City elects to change from an eight (8), ten (10) or 12-hour work schedule for a work team, the City will provide at least 30 days' notice of said change to the employees covered by this agreement and the Association.

6.6 Rest Periods.

A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time. Employees working a 12 hour shift shall be allowed an additional 15 minute rest period, which shall be scheduled by the City in accordance with the operating requirements of the Department.

6.7 Meal Periods.

All non-sworn employees shall be granted an unpaid 30-minute meal period during each work shift. Sworn employees shall be granted, whenever possible, a 30-minute meal period during each work shift which shall be considered part of their work day. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible.

6.8 Definitions.

For purposes of this agreement, the following definitions shall apply:

"Base salary rate" means an employee's hourly rate at his/her assigned grade and step. Unless otherwise provided, references herein to base wage shall mean base salary rate exclusive of any pay differentials.

"Regular rate of pay" means an employee's base wages augmented by applicable salary differentials such as educational/ certification incentives and assignment pay, consistent with the definitions for calculating overtime under the Fair Labor Standards Act.

6.9 Overtime.

An employee shall be compensated at the rate of one and one-half (1½) times his/her regular rate of pay for overtime work under the following conditions, but in no case will compensation be received twice for the same hours:

- A. All work in excess of the scheduled work day (8, 10, or 12 hours).
- B. All work in excess of 40 hours in any one (1) work week, except for police officers.
- C. All assigned work for police officers outside their scheduled work week.
- D. Mandatory overtime shall not be assigned on an employee's regularly scheduled dates off prior to or immediately after a scheduled vacation.
- E. Non-sworn employees may sign up for voluntary overtime for short-term assignments of two (2) hours.

All overtime claim slips shall be submitted to the on-duty supervisor at the end of the period of overtime work, before going off shift where possible.

Overtime shall be available on an equal basis so long as the employee has the skills and abilities to perform the assignment. Except for emergency situations, the City shall post all scheduled overtime opportunities for a minimum of seven (7) days, or until filled, whichever comes first. Employees shall be permitted to sign up for overtime on a first-come, first-service basis. Employees shall be notified by e-mail 72 hours in advance of the posting, where practical.

Employees shall be limited to two sign-ups for overtime per person until the sign-up has been posted for two (2) weeks, has been filled, or the unassigned shift will be occurring within seven (7) days.

6.10 *Annexed Overtime and Court Appearances.*

All assigned work and court appearances scheduled within three (3) hours after the completion of an employee's shift will be compensated as regular overtime worked. Such time will be computed from the time the employee would normally have gone off-shift to the end of the last assigned duty or court appearance. Upon supervisory approval, an employee who volunteers to leave work unfinished at the end of his/her normally scheduled shift and volunteers to return to work the next day outside of his/her work shift to finish this work shall not receive callback pay. Similarly, all assigned work and/or court appearances scheduled within the three (3) hours immediately preceding the beginning of an employee's work shift will be compensated as regular overtime worked. Such time will be computed from the beginning of the first assigned duty or court appearance to the beginning of the employee's shift.

6.11 *Non-annexed Callback Overtime and Court Appearances.*

Employees who have been released from their regular shift and who are "called back" for assignments or court appearances more than three (3) hours after the end of their shift or overtime annexation described in section 6.10, and more than three (3) hours prior to their next shift, shall be compensated at the overtime rate for a minimum of four (4) hours. Such compensation is intended as full compensation for all assigned work and/or court appearances falling within the four (4) hour period.

An employee who volunteers to work overtime assignments shall not be entitled to callback pay.

An employee who is absent from duty due to injury or illness and whose appearance is mandated by a court or authorized by the City shall have such appearance time deducted from sick leave time which is charged against the employee. In such cases, the three (3) hour callback pay shall not apply.

6.12 *Overtime and Court Appearances on Scheduled Days Off.*

Employees who are "called back" for assignments and/or court appearances on their scheduled days off shall receive a minimum of four (4) hours pay at the overtime rate. Such compensation is intended as full compensation for all assigned work and/or court appearances within that four (4) hour period. For the purposes of this section, an employee's "scheduled days off" shall begin at the regular quitting time on the last work shift prior to the days off and end at the first minute of the calendar day designated as the employee's next regularly scheduled work day.

Overtime or callbacks that occur while an employee is on holiday or vacation time off will be treated as though it were a regularly scheduled work day if the time off was requested after notice of the work assignment resulting in the overtime or callback. Overtime or callbacks that occur while an employee is on holiday or vacation time off will be treated as though it were a regularly scheduled day off, if the time off was requested prior to the notice of the work assignment resulting in the overtime or callback.

NOTE: In the application of sections 6.10, 6.11, 6.12, employees will only be required to be physically present for the time(s) required for the actual performance of the assigned duties or court appearances.

6.13 Overtime for Out-of-Town Assignments.

When an employee is assigned "out-of-town" duties (including court attendance and training), his/her work schedule shall be adjusted to accommodate such assignments (if necessary and if the City has enough advance notice to reasonably do so). Claims for overtime not approved in advance must be accompanied by documentation, if possible, or a written explanation that such overtime was unavoidable. The employee shall seek all monies due the employee from other parties for services related to such assignments and shall turn such monies over to the City.

6.14 On Call Detectives.

Police Officers assigned as Detectives may be directed to be on call. When needed the Operations Support Commander shall establish an on call list to schedule all such personnel to be on call, and those employees scheduled shall be required to carry their city-assigned mobile phones after work hours and on weekends and/or holidays when they are away from their residence. On-call personnel shall remain within 30 minutes driving distance of Medford City Hall and remain alcohol-free while on call.

The on call period will begin on Friday at 5:00 p.m. and conclude the following Friday at 8:00 a.m.

Police Officers, with the approval of the Operations Commander, may waive or trade on call assignments. Any officer required to take medication that may affect driving and/or judgment shall advise the Operations Commander in order to be relieved of duty. Upon notification of an ill employee, the Operations Commander shall notify the next officer on the on-call list to be placed on call.

An employee shall receive eight (8) hours of compensation at his/her regular rate of pay.

6.15 Safety Release.

An employee who is required by the City to work 16 or more hours in a 24-hour period shall be guaranteed at least eight (8) hours of Safety Release time off before being required to work that regularly scheduled shift or portion thereof. When practicable, prior to working 16 or more hours in any 24-hour period, the employee shall make the on-duty supervisor aware that the employee believes his/her current work assignment may result in the employee becoming eligible for Safety Release time off.

An employee eligible for Safety Release time off under this section shall not suffer any loss of pay due to Safety Release time off during his/her regularly scheduled work shift.

ARTICLE 7 - MILEAGE AND PER DIEM

7.1 Mileage.

An employee authorized by the City to report for special duty such as schools, conferences, training, etc., outside the corporate limits of the City of Medford, excluding Police firing range, requiring the use of a personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for the use of such automobile. Such mileage shall be computed from the normal work site. The City may, at its sole discretion, provide a City gas card for the cost of gas to and from the normal worksite and the actual site of the special duty when a City vehicle was made available. At no time will be the City pay for gas under this section for personal travel outside of the mileage driven to and from the special duty work site.

7.2 Per Diem.

When an employee's duties require him/her to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9 entitled Travel Expenses and Employee Reimbursements.

ARTICLE 8 - HOLIDAYS

It is understood that employees assigned an eight (8) or ten (10) hour day work schedule that includes City Hall holidays will use eight (8) or ten (10) hours of vacation leave or compensatory time for each official holiday throughout the year during or because of which the Medford City Hall is customarily closed. Newly hired fulltime employees required to take off on a legal holiday will receive full pay for each legal holiday that occurs within 30 days following hire date without using leave. Vacation hours or compensatory time will be used for each of the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees shall not be paid for any holiday for which they receive time loss pay under the worker's compensation system.

With supervisor approval, employees not assigned to shift work, may adjust their work schedule during a work week that has a holiday as recognized above.

ARTICLE 9 - SICK LEAVE

9.1 Accrued Sick Leave.

Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of four (4) hours for each full pay-period of service commencing with the date of employment. Sick leave for the pay-period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours, except if the absence without pay qualifies for FMLA/OFLA purposes.

During FMLA/OFLA leave or temporarily in a reduced schedule following expiration of FMLA/OFLA, an employee must be in a paid status for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period. An employee using donated leave time must be in paid status using other available accrued leave for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

Each June 30 sick leave in excess of 960 hours shall be cashed out at 50% of the employee's base salary rate and placed in the employee's HRA VEBA Trust account established pursuant to Section 18.5.

Upon retirement of an employee sick leave in excess of 520 hours shall be cashed out at fifty percent (50%) of the employee's base salary rate and said payment to be deposited in the employee's HRA VEBA trust account. All remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service credit for retirement benefit purposes.

An employee who terminates employment with the City for reasons other than retirement or career ending on-the-job injury shall be entitled to no cash compensation or HRA VEBA payment for unused sick leave except that all remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated

sick leave for purposes of calculating service credit for future retirement benefit purposes.

9.2 Definitions.

For Article XI, the following definitions shall apply:

"Spouse" means a husband or wife as defined or recognized under Oregon law or a same-sex domestic partner who has completed an Affidavit of Marriage or Domestic Partnership.

"Child" means a biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and same-sex domestic partner's child. Child may be an adult or a minor.

"Parent" means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; parent-in-law, and parent of the same-sex domestic partner.

"Grandparent" means the biological, adoptive or foster grandparent.

"Grandchild" means the biological, adopted, foster, or stepchild of the child of an employee or the employee's spouse.

"Parent-in-Law" means the "parent" of the employee's spouse

"Sibling" means biological, adopted, or foster brother or sister of the employee.

9.3 Statutory Leave – Unpaid.

Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain purposes. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

9.4 Utilization for Illness or Injury.

Employees may use sick leave for an illness or injury of the employee, spouse or child.

In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the employee must complete the leave request form on the day he/she returns to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for the absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Department supervisors may authorize the use of sick leave with less than 24 hours' notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Notification Requirements

In the event of illness or injury, the employee shall notify his/her immediate supervisor, on-duty supervisor, or other department supervisor as designated in writing of absence due to illness or injury and the nature and expected length thereof, as soon as possible prior to beginning of his/her regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If such supervisor is unavailable, employees are to follow departmental procedures for notifying other departmental management staff of the need for their absence.

An employee who is unable to complete the regularly scheduled shift due to illness or injury shall, prior to leaving

work, notify his/her immediate supervisor, on-duty supervisor, or other departmental supervisor.

Healthcare Provider Certification

The City may require a healthcare provider's statement establishing the employee's fitness for duty so long as there is a reasonable belief the employee may not be able to safely or appropriately fulfill the responsibilities of his/her position. In the event of an extended absence for an illness/injury, prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to his/her normal duties without risk of aggravating the illness or injury. If the City asks for the certification, the City will pay for each certification.

Uses for non-FMLA/OFLA Care Giving

For non-FMLA/OFLA leave, where the employee needs to care for, or arrange care for, a parent or grandparent with an illness or injury, the employee may use up to one shift of sick leave per occurrence. Accrued vacation, holiday or compensatory time may be used in such cases, at the discretion of the City. The City may not unreasonably withhold approval of the use for said purpose.

9.5 Integration with Worker's Compensation.

When an injury occurs in the course of employment that is accepted by the workers' compensation carrier, the employee will continue to receive his/her regular pay for the first 90 calendar days or 520 hours of leave as appropriately applied in regard to the employee's treatment and absence from work. In such instances, no charges will be made against the employee's accrued leave. The employee is required to sign the check from the workers' compensation carrier over to the City.

At the conclusion of the above-referenced time period if the employee has not returned to work in a full capacity and the claim remains open, the employee has the option to use sick leave, or other leave, if the employee has depleted sick leave, to supplement workers' compensation payments. The City will default to a deduction of 1.25 hours of leave per 12 hour shift and one (1) hour of leave for shifts less than 12 hours unless the employee elects an alternative deduction as set out below. At this point, the employee's pay is calculated on an hourly basis and pay will vary accordingly. The conversion to hourly pay will occur the first day of the pay period at the end of the 90 calendar days/520 hours. Conversion back to salary will occur the first day of the pay period the employee has returned to full-time work. After the 90 calendar days or the 520 hours is exhausted, the employee will keep the check from the workers' compensation carrier.

Alternative Deduction: To accommodate net pay differences in workers' compensation and City paychecks, an employee may request one of the following leave deductions:

Shift	Daily Leave Deduction	Default		
	0%	10%	20%	30%
12 hour	0.50 hours	1.25 hours	2.50 hours	3.75 hours
10 hour	0.50 hours	1.00 hours	2.00 hours	3.00 hours
8 hour	0.25 hours	1.00 hours	1.75 hours	2.50 hours

The minimum selection an employee may make is the 0% selection so that the employee continues benefit accruals.

Light-Duty Integration – Employees that return to work in an approved temporary light-duty position and receive supplemental payments from the workers' compensation carrier will be allowed to retain such payments as it relates to the period of light duty.

9.6 Sick Leave without Pay.

Upon application by the employee, or in the event the City determines under section 9.3 that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a

physician periodically during the period of such disability. The City agrees to continue medical benefits through the elimination period for disability insurance.

9.7 Bereavement Leave.

An employee shall be granted up to three (3) days bereavement leave with regular salary in the event of death of a spouse, parent, child, sibling, parent-in-law, grandparent, grandchild or step-grandchild. Up to two (2) days leave taken from any other accumulated leave shall be granted upon request. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

9.8 Limits to Sick leave Usage and Accruals.

Sick leave shall not be used or accrued during layoff periods. Sick leave shall not be used during a scheduled leave (i.e. vacation or holiday) if the employee and/or family member has an injury or becomes ill.

ARTICLE 10 - OTHER LEAVES OF ABSENCE

10.1 Criteria and Procedure.

The City will consider a written application for leave of absence not to exceed 180 calendar days, for unpaid leave, 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 terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City and his/her position shall be declared vacant; unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

10.2 Jury Duty.

Employees shall be granted a leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service. Upon being excused from jury duty for any day an employee shall immediately contact his/her immediate supervisor for assignment for the remainder of his/her regular work day.

An employee required to appear for jury duty that is scheduled to work either the swing or graveyard shift shall be reassigned to day shift for the number of days actually required to serve as a juror or report for jury selection.

When temporary reassignment of day shift personnel is necessary to meet the operational needs of the department, the prior notice required by section 6.5 shall not apply.

10.3 Non-Service Connected Appearance.

A leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to subpoena or other order by proper authority compelling his/her attendance under penalty prescribed by law.

10.4 Service Connected Appearance.

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty described by law in connection with the employees officially assigned duties, including the time required for travel to court and return to the employee's headquarters. The employee shall seek all fees due him/her and turn such fees over to the City.

10.5 Conferences and Seminars.

When attendance is required by the City, employees will be granted time off with pay to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability.

10.6 Exercise of Franchise.

If the overtime requirements of the City conflict with an employee's opportunity to vote, an opportunity will be provided the employee on City time if he/she so desires.

10.7 Reimbursement of Tuition or Fees.

In the event the City directs any employee to attend any formal training courses, all tuition, books, and incidental fees will be paid in full by the City. Any employee may initiate a training request subject to the approval of the City. The denial of such request shall not be grievable by any means.

ARTICLE 11 - VACATIONS

11.1 Accrual.

Employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with this Section.

- A. From Hire Date to 60 Months Service. Full-time employees shall accrue vacation time at the rate 7.33 hours per pay period or 176 hours per year.
- B. After 60 Months Service. For full-time employees with more than 60 months and less than 120 months of continuous service, vacation time shall accrue at the rate of 8.5 hours per pay period or 204 hours per year.
- C. After 120 Months Service. For full-time employees with more than 120 months and less than 180 months of continuous service, vacation time shall accrue at the rate of 9.5 hours per pay period hours of vacation per pay period or 228 hours per year.
- D. After 180 Months Service. For full-time employees with more than 180 months and less than 240 months of continuous service, vacation time shall accrue at the rate of 10.67 hours per pay period or 256 hours per year.
- E. After 240 Months Service. For full-time employees with more than 240 months of continuous service, vacation time shall accrue at the rate of 12 hours per pay period or 288 hours per year.

11.2 Continuous Service.

For purposes of this section, a break in continuous service shall be defined as occurring if an employee has unpaid leave in excess of 15 consecutive calendar days, and such absence shall be deducted from the service date of the employee. Time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment, FMLA/OFLA leave whether paid or unpaid, and paid time off shall not be considered as a break in service. Time spent on other types of authorized leave shall not be counted as part of continuous service, provided the employees returning from such leave and employees on laid off status, shall be entitled to credit for service prior to the leave or layoff.

11.3 Accrual Limitations.

The maximum vacation that may be accumulated by an employee is vacation credit for two (2) years. The City shall establish the procedure to notify each employee at the time of the first semi-monthly salary payment date each month of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a vacation period already scheduled for him/her.

11.4 Leave of Absence Without Pay.

Vacation leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours, except if the absence without pay qualifies for FMLA/OFLA purposes. During FMLA/OFLA leave or temporarily in a reduced schedule following expiration of FMLA/OFLA, an employee must be in a paid status for at least one (1) hour over one-half (1/2) of the regularly scheduled work hours in a pay period to receive the accruals for that pay period. An employee using donated leave time must be in paid status using other available accrued leave for at least one (1) hour over one-half (1/2) of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

11.5 Vacation Selection.

Vacations shall be scheduled on a first come first served basis except that no vacation shall be scheduled earlier than the first of the month, 12 calendar months in advance. If the vacation is scheduled during two months, two separate requests shall be made. Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the dates and duration of their vacation times, subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity if he/she chooses to use at some time during the fiscal year the full amount of the vacation credit which he/she could accumulate in 12 months of continuous service.

Vacation time shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise his/her right of seniority only once during a consecutive 12 month period and for one block of time only. Conflicting requests for vacation leave shall be resolved on the basis of prior scheduling. Seniority can only be exercised 60 days or more prior to the scheduled time block. All vacation requests under the 60 day limit will be granted on a first come first serve basis and will not be subject to seniority. The City may override prior scheduling and selection when required to do so because of operational needs. Approval of the use of vacation leave shall not be unreasonably withheld.

11.6 Death or Termination.

In the event of termination of employment of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

11.7 Vacation Cash Out.

An employee may request and be paid for up to 176 hours vacation annually. Pay for vacation hours must be requested of no less than 20 hours, leave time for which the employee is paid will be deducted from the employee's leave bank, and the employee must have 40 accrued vacation hours remaining after any sellback. Payment for hours cashed out under this section shall be at base salary rate exclusive of differentials. Requests for vacation cash out shall be made no later than July 16, November 16 or March 16, and the cash outs will be on the first payday in August, December and April. Upon approval by the Police Chief, or designee, a cash out may be made at other times in the event of an unforeseen emergency.

ARTICLE 12 - PERSONNEL FILE

12.1 Inspection.

Each employee shall have the right, upon request, to review and obtain a copy of any document in his/her personnel file, exclusive of materials received prior to the date of his/her employment by the City. The official personnel file shall be maintained by the Human Resources Department.

12.2 Employee Response.

An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file.

12.3 Employee Signature.

Each employee shall read and sign written material placed in his/her personnel file that includes merit ratings, written reprimands, demotions, suspensions or discharge. It is understood that signing does not necessarily indicate agreement by the employee with the material placed in the file.

In accordance with this section, each piece of material of a derogatory nature to be acknowledged by the employee shall include a statement next to the signature lines that: "Signing Does Not Necessarily Indicate Agreement."

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.1 Discipline.

No regular non-probationary employee shall be disciplined or discharged except for just cause. Discipline may include but not be limited to written reprimands, suspension, temporary reduction in pay, and termination. All disciplinary action imposed upon an employee may be protested as a grievance through the regular grievance procedure.

Discipline shall be done in a manner which will not embarrass the employee before other employees or the public. Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have an Association representative present during the discussion. The City will follow all Federal and State statutes with respect to the rights of employees under investigation to include ORS 236.350 through 370 Disciplinary Actions Against Public Safety Officers.

A written reprimand may be placed in the personnel file of the affected employee. Upon the employee's written request, the City will remove any written reprimand from the employee's personnel file if no other written reprimand or disciplinary action occurs within 24 months of the initial or subsequent reprimand or disciplinary action, provided, however, that the City may maintain within the employee's personnel file all records of any disciplinary action greater than a written reprimand.

13.2 Discharge.

If the City determines there is just cause for discharge, the City shall suspend the employee without pay for not more than five (5) working days and shall deliver to the employee and the Association a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless withdrawn or otherwise resolved, the dismissal shall become effective at the end of five (5) days. Protests of the discharge of any employee shall be made through the regular grievance procedure set forth in Article 14. The Association may process a grievance concerning any discipline greater than a written reprimand in Step 2 of the Grievance Procedure.

13.3 Probationary Employee.

This Article shall not apply to any employee on probation as defined in Article 17.

ARTICLE 14 - SETTLEMENT OF DISPUTES

14.1 Grievance.

A grievance shall mean a claim by an employee, and/or the Association that there has been a violation of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be calendar days.

Step 1 - Immediate Supervisor. The grievant shall discuss the grievance first with his/her immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within 15 days after the

grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with his/her immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 2 - Chief. Within ten (10) days if the grievant is not satisfied with the disposition of his/her grievance at level one, he/she shall file the written grievance with the Chief. The Chief or his/her designee shall schedule a meeting to hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 3 - City Manager. Within ten (10) days if the aggrieved is not satisfied with the disposition of his/her grievance at level two (2), he/she shall file his/her appeal with the City Manager. The City Manager or his/her designee shall hear the appeal and render his/her decision within ten (10) days after receiving it. In the event of a discharge, the employee/Association may start the grievance at Step 4 – Arbitration and must do so within ten (10) days of the effective date of the discharge.

Step 4 - Arbitration.

- A. If the Association is not satisfied with the disposition of the grievance at level three (3), it shall, within ten (10) days file notice of intent with the City to appeal the grievance to arbitration.
- B. Within ten (10) days after such notice of intent, the City and the Association, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. This list shall consist of seven (7) arbitrators who reside in Oregon, are on the ERB list, and who are also members of the national Academy of Arbitrators. The arbitrator shall be selected from this list by the striking method.
- C. The findings of the arbitrator shall be limited to the terms of this agreement and the arbitrator shall have no authority to amend, modify, alter or add to or subtract from this agreement.
- D. The arbitrator shall designate the losing party. The expenses of the arbitrator, the arbitrator's fee, the hearing room reservation fee and the cost of the jointly requested transcript shall be paid by the losing party, as determined by the arbitrator. All other expenses incurred by either party including but not limited to representation fee, witness fee or transcript requested by one party, shall be paid by the party incurring the expense.
- E. The decision and award of the arbitrator shall be final and binding on the parties.
- F. Each party shall be responsible for the payment of their own witnesses and advocates, except that the grievant employee, witnesses and two Association representatives shall be permitted to attend the arbitration proceeding on duty without loss of pay.

14.2 Time Limits.

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant/Association fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance shall proceed to the next step.

14.3 Grievance File.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel.

ARTICLE 15 - GENERAL PROVISIONS

15.1 Use of Building.

The City shall permit the continued use of City buildings, provided there is no interference with normal activities. Advance notice for scheduling purposes shall be given to the City. The City agrees to provide the continued use of existing bulletin boards.

15.2 Information.

Either party will provide single copies of information which is a matter of public record to the other party upon request.

15.3 Posting of Work Rules.

The City agrees to distribute a copy of all new work rules seven (7) days prior to their effective date. Supervisors will have available copies of City policies, personnel rules, work rules, and a copy of the contract. Those rules requiring compliance in less than seven (7) days shall be distributed and communicated in an appropriate manner. Distribution of new work rules will occur via email.

15.4 Class Specifications.

If during the life of this Agreement the City changes or modifies the class specifications, such changes or modifications shall be forwarded to the Association. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Association.

15.5 Safety.

The City is committed to the concept of adequate levels of service and safety within the Police Department. The City shall comply with all such applicable safety regulations.

15.6 Uniform Allowance.

Uniforms, approved footwear and other protective clothing or safety wear required for an employee by law or by the City shall be provided by the City. Employees thus provided shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing or safety wear provided by the City save and except on the job. Upon approval of this agreement and except as provided below, each Police Officer, Community Service Officer, Property Control Specialist, Radio Technician and Forensic Technician shall be provided with \$400 for the purchase and maintenance of approved footwear during the period of this agreement. Each Crime Analyst shall be provided a clothing allowance of \$125 each quarter for professional attire prescribed by the department.

A police officer assigned to plain clothes duty shall be provided a clothing allowance of \$200 for each three (3) months in such assignment payable on the first pay day following the assignment. It is understood that this amount includes funds for the purchase and maintenance of approved footwear during the period of this agreement.

15.7 Other Employment.

Outside employment shall be permitted only with the express prior approval of the City. Any employee with outside employment commencing on or after the effective date of this Agreement shall notify the City thereof within 60 days after the effective date of this Agreement. To deny outside employment the City must find that it violates one of the following criteria:

- A. That such employment is in conflict with the interest of City employment;
- B. That such employment detracts from the efficiency of the employee in his/her City work;
- C. That such employment is a discredit to the City employment; or
- D. That such employment takes preference over the requirements of City employment.

15.8 Shift Trading and Trading of Days Off.

Shift trades and trading of days off between employees shall be permitted with approval by the affected supervisors. The City shall suffer no liability for overtime as a result of such trades granted except in the case where the City has approved the trade and the employee is not able to fulfill the trade due to employer-ordered time off such as administrative leave. If an employee who is scheduled to work as a trade day cannot fulfill that assignment due to illness or injury the employee shall submit a leave slip for the missed trade.

15.9 Training Day.

The parties agree that employees may be scheduled for monthly training as per past practice, however requests submitted for time off on a scheduled training day will be approved using the same criteria as requests for time off on a regular work shift.

15.10 Drug and Alcohol Policy.

Employees covered by this agreement agree to follow the provisions of the City's Drug and Alcohol Free Workplace Policy, set forth in Administrative Regulation 00-04 incorporated herein by reference except as follows:

- A. An employee utilizing any prescribed medications or controlled substances that may affect his/her ability to safely perform assigned duties must immediately report this treatment to his/her supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their healthcare provider whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his/her abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's healthcare provider will be required.

In the administration of the above-referenced regulation, employees are afforded the following rights:

- I. The employee shall have the right to an Association representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
- II. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
- III. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
- IV. If the results of the test are positive, the employee shall have the right to grieve in accordance with Article 14 of this Agreement.
- V. Prior to an employee being questioned or evidence being obtained that may be used against him/her in a disciplinary action he/she will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can

be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting there from may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

- B. Any changes in Administrative Regulation 00-04 which alters the terms and conditions of employment shall be subject to bargaining under PECBA.

ARTICLE 16 - SENIORITY

16.1 Definition.

Only regular employees shall have seniority. Seniority shall be attained following the completion of the probationary period and shall thereafter be established as the employee's length of continuous service in the employee's job classification and continuous service from last date of hire within the bargaining unit. Seniority shall be broken or terminated if an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is laid off and fails to respond to written notice as provided in this Article, section 16.3.
- D. Is laid off work for a period of time greater than 24 months or a period of time equal to his/her seniority, which-ever is shorter.
- E. Fails to report to work at the termination of an extended leave of absence.
- F. While on a leave of absence accepts employment without permission.
- G. Is retired.

Seniority shall apply by classification in the matter of layoff, recall, reduction in class (and its inverse), vacation and days off.

16.2 Layoff, Reduction in Class and Recall.

Employees will be laid off and/or reduced in class in the reverse order of seniority in a job classification. During a layoff or reduction, senior employees will be allowed to bump back to lower classifications from which they were promoted in which they had attained seniority. Employees bumping to a lower classification shall not suffer a loss in pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to but not greater than their current salary. Recall of laid off employees shall be the reverse of the layoff procedure. Seniority shall not be accrued during any period of layoff. ____

16.3 Notice of Recall from Layoff Status.

Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have 14 days to return to work from the date of receipt of mail notifying that employee of his/her recall from a layoff status or the employee will forfeit all seniority. Recall rights shall expire two years after the date of layoff.

16.4 First Line Supervisor Return to Bargaining Unit.

An employee promoted to a first line supervisor's classification outside the bargaining unit may voluntarily return to the next available bargaining unit position that he/she was promoted from during his/her probationary period or within a three (3) year period after his/her promotion with the approval of the City. The City may return a first line supervisor to the next available bargaining unit position he/she was promoted from during the probationary period or during the first three (3) years after promotion. It is understood that the returning employee shall return to the next available classification held, for example Police Officer, not assignment within the classification (Detective,

Motors, Corporal, etc.). The returning employee shall retain his/her seniority earned while a bargaining unit member under this Agreement.

A first line supervisor cannot use this Agreement to grieve a demotion or denial of a voluntary request to return to a bargaining unit position since the decision by the City was taken against a non-bargaining unit employee not covered by the labor agreement.

16.5 Seniority List.

The seniority list is a listing of all current employees within the bargaining unit and their respective seniority order, date of hire in bargaining unit, date of entry into present class and present classification. The City agrees to update this seniority list annually on July 1 of each year, post electronically on the P:Drive Administration.

ARTICLE 17 – PROBATION PERIOD

Every new hire employee or employee hired into a different classification shall serve a probationary period from hire date until 12 months after successful completion of the employee's training program. The probationary period may be extended if an employee is on an unpaid leave of absence for 30 or more calendar days. Extensions due to an unpaid leave cannot be greater than the actual time to probationary employee was off. The Association recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

ARTICLE 18 - COMPENSATION

18.1 Salary Schedule.

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked Exhibit "A", which is hereby incorporated into and made a part of this Agreement. The salary schedule will be increased with a 2.50% increase effective July 1, 2018, 2.50% increase effective July 1, 2019 and 2.50% increase effective July 1, 2020.

Additionally, employees designated as Computer Forensics Detectives shall receive an additional 2.5% increase to their base salary effective July 1, 2018.

If any position not listed in the salary schedule is hereafter established by the City, the City shall designate a job classification and pay rate established by the City. Such pay rate shall be subject to negotiation upon request by the Association.

18.2 Pay Periods.

Employees shall be paid on a semi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday, or a holiday, the last preceding workday shall be the regular pay date in lieu thereof.

18.3 Form of Compensation.

Compensation for authorized overtime, call-back and holiday work shall be paid unless compensatory time is requested by the employee. Such time shall be credited at time and one-half. An employee may accrue up to a total of 64 hours of such compensatory time. At the request of an employee, the City shall pay off compensatory time at the employee's regular rate of pay (base salary plus salary differentials) as part of a regular paycheck, provided the employee requests a payoff of at least 20 hours and provides 15 working days' notice. At the end of the fiscal year, compensatory time left on the books may be paid off at the employee's straight-time rate. Compensatory time may be taken upon the request of the employee and scheduled on a first come first serve basis unless a senior employee has requested the time off 30 days prior to the actual day. The City may override prior scheduling and selection when required to do so because of operational needs.

18.4 Pay Differentials.

- A. Shift Differential. A Police Records Specialist assigned to work the swing or graveyard shift shall receive a three percent (3%) pay differential for hours worked. A one and one-half percent (1.5%) pay

differential shall be granted for a shift beginning between 12 p.m. and 3:30 p.m.

- B. Motorcycle Pay. A Police Officer assigned to operate a motorcycle shall receive a five percent (5%) pay differential for the period assigned to that capacity.
- C. Dog Handler Specialty Pay. A Police Officer assigned as a Dog Handler shall receive a five percent (5%) pay differential for the period assigned to that capacity as compensation for the maintenance of the canine on off duty time.
- D. Training. An employee covered by this agreement who is assigned to train new regular employees shall receive a five percent (5%) pay differential during any period where such assignment is one (1) work week or more, including while acting as FTO during the DPSST "patrol week." An employee assigned to train a part-time employee where such assignment is one (1) work week or more shall receive a 5% pay differential for actual training hours during the part-time employee's work week.
- E. Lead Assignment. Police Records or Property Control Specialists assigned as lead workers shall receive a five percent (5%) pay differential for the period assigned to that capacity.
- F. School Resource Officer. A Police Officer, assigned as a School Resource Officer shall receive a five percent (5%) pay differential for the period of that assignment.
- G. Language Differential. An employee who demonstrates the ability to converse in Spanish shall receive a pay differential of four and one-half per cent (4.5%). The city shall schedule an examination in conversational Spanish, as necessary, and upon certification of proficiency by the examiner, said employee shall receive the pay differential, commencing on the first day of the payroll period following the examination. The Chief of Police, in consultation with the Human Resources Director, may approve other languages for compensation under this section. An employee receiving a language differential may be required to recertify for proficiency to maintain differential pay.
- H. Detective. A Police Officer assigned as an investigator shall receive an eight percent (8%) pay differential for the period assigned to that capacity.
- I. Corporal. A police Officer assigned as a Corporal shall receive an eight percent (8%) pay differential for the period assigned to that capacity. During the assignment the officer shall not qualify for additional compensation when acting in the capacity of a Sergeant or when training an employee.
- J. Temporary Investigator Assignment (TIA). TIA is a two year assignment with mandatory rotation with no additional compensation.

18.5 Medical Savings Account.

The City shall contribute 1.2% of an employee's base salary rate to each employee's account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly known as the HRA VEBA Trust) under Section 501 (c)(9) of the Internal Revenue Code. In addition to the percentage contribution, the City shall contribute \$100 per pay period to each employee's HRA VEBA account.

18.6 Working Out of Classification.

Any person covered by this agreement who is assigned the responsibilities and carries out the duties of a position or rank above that which he/she normally holds for more than one-half (but no less than four hours) of his/her normal work shift shall receive a ten percent (10%) pay increase for the total time so acting. This Article shall not apply to voluntary training assignments to other bargaining unit positions for periods not in excess of thirty calendar days. No employee may volunteer for such assignment more than once a year.

ARTICLE 19 - RETIREMENT

The City will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. For employees participating in Oregon PERS on the effective date of this agreement, the employee contribution--currently six percent (6%)--will be paid by the City. The City will also pay the employee contribution to the Oregon Public Service Retirement Program for each employee hired after August 29, 2003.

ARTICLE 20 - INSURANCE

20.1 Plan and Contribution.

Employees shall be enrolled in medical, dental and vision insurance through an insurance company selected by the Association. For coverage beginning January 1, 2019, the City's monthly contribution shall be \$1,800.

Effective January 1, 2020 the insurance cap will be \$1,850.

Effective January 1, 2021 the insurance cap will be \$1,900.

In the event that health insurance premiums are less than the insurance cap provided above, the City shall contribute the difference between the applicable limit and the monthly premium amount to each employee's HRA VEBA account, said deposits to occur on a per pay period basis.

The City shall pay the premiums necessary for life insurance coverage in the amount of \$50,000 (face amount may be adjusted based on age, for example, age 65 or 70, depending on the group policy) and class A long-term disability coverage.

20.2 Workers' Compensation.

Each employee will be insured under the provisions of the Oregon State Worker's Compensation Act.

ARTICLE 21 - STRIKES AND LOCKOUTS

21.1 No Strike.

Employees, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

21.2 No Lockout.

There will be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 22 - PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by employees at the present time, which are not included in this Agreement, and which constitute employment relations as defined in ORS 243.650(7), shall remain in full force, unchanged and unaffected in any matter during the term of this Agreement unless changed by mutual consent.

ARTICLE 23 - PRODUCTIVITY

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. In return to the City for the wage rate and conditions herein provided and consistent with the principle

of a fair day's work for a fair day's pay, the Association pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with the safety, good health and sustained effort.

ARTICLE 24 - SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 25 - TERM OF AGREEMENT


This Agreement shall be effective as of the date of this agreement, and except as amended or modified, shall remain in full force and effect until June 30, 2021, however, no retroactive wage shall be granted any employee who was not an active employee in a position represented by this bargaining unit on the first of the month during which this agreement was adopted.

Notwithstanding the above, the salary schedule included in Exhibit A is effective July 1, 2018. Any change in differentials is effective on the first day of the pay period following execution of this agreement. All other provisions of the agreement are effective upon the date of execution of the agreement.

ARTICLE 26 - EXECUTION/SIGNATURES

Executed this **1st day of November, 2018** at Medford, Oregon, by the undersigned officers by the authority of and on behalf of the City of Medford and the Medford Police Officers Association.

MEDFORD POLICE OFFICERS ASSOCIATION

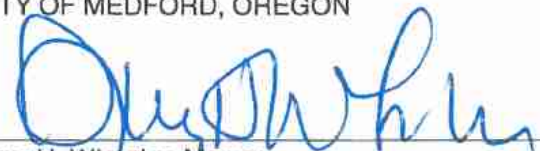
 802

Erik L. Baines, President


 422

Mark Patterson, Vice President

CITY OF MEDFORD, OREGON



Gary H. Wheeler, Mayor



Brian Sjothun

EXHIBIT A – SALARY SCHEDULE

July 1, 2018 (2.5%)						
Steps	1	2	3	4	5	6
POLICE OFFICER*	5,043.44	5,327.16	5,563.05	5,844.95	6,146.08	6,441.39
POLICE - CRIME ANALYST	4,695.20	4,929.97	5,176.46	5,435.29	5,707.06	5,992.39
POLICE FORENSIC TECH	4,160.63	4,369.21	4,586.73	4,815.96	5,056.86	5,309.55
POLICE-CSO	3,962.52	4,161.13	4,368.36	4,586.59	4,816.10	5,056.70
POLICE-PROP CONTROL CLK	3,741.94	3,977.96	4,160.30	4,381.99	4,605.42	4,832.52
POLICE-RECORDS SPECIALIST	3,533.33	3,706.96	3,892.82	4,093.28	4,299.68	4,523.04

*For the first six (6) months of consecutive serve beginning with the date of hire, sworn probationary personnel shall be paid at a rate 3.75% below the regular rate for the assigned hire step of the salary schedule.

The anniversary date for step increases shall be adjusted to compensate for any period(s) totaling 30 calendar days or more on leave without pay.

July 1, 2019 (2.5%)						
Steps	1	2	3	4	5	6
POLICE OFFICER*	5,169.53	5,460.34	5,702.12	5,991.07	6,299.73	6,602.43
POLICE - CRIME ANALYST	4,812.58	5,053.22	5,305.87	5,571.17	5,849.74	6,142.20
POLICE FORENSIC TECH	4,264.65	4,478.44	4,701.40	4,936.36	5,183.28	5,442.29
POLICE-CSO	4,061.58	4,265.16	4,477.57	4,701.26	4,936.50	5,183.11
POLICE-PROP CONTROL CLK	3,835.49	4,077.41	4,264.30	4,491.54	4,720.56	4,953.33
POLICE-RECORDS SPECIALIST	3,621.66	3,799.64	3,990.14	4,195.61	4,407.48	4,636.11

*For the first six (6) months of consecutive serve beginning with the date of hire, sworn probationary personnel shall be paid at a rate 3.75% below the regular rate for the assigned hire step of the salary schedule.

The anniversary date for step increases shall be adjusted to compensate for any period(s) totaling 30 calendar days or more on leave without pay.

July 1, 2020 (2.5%)						
Steps	1	2	3	4	5	6
POLICE OFFICER	5,298.77	5,596.85	5,844.68	6,140.85	6,457.22	6,767.49
POLICE - CRIME ANALYST	4,932.89	5,179.55	5,438.52	5,710.45	5,995.98	6,295.76
POLICE FORENSIC TECH	4,371.27	4,590.41	4,818.94	5,059.77	5,312.86	5,578.35
POLICE-CSO	4,163.12	4,371.79	4,589.51	4,818.79	5,059.91	5,312.69
POLICE-PROP CONTROL CLK	3,931.38	4,179.34	4,370.91	4,603.83	4,838.57	5,077.16
POLICE-RECORDS SPECIALIST	3,712.20	3,894.63	4,089.89	4,300.50	4,517.66	4,752.02

*For the first six (6) months of consecutive serve beginning with the date of hire, sworn probationary personnel shall be paid at a rate 3.75% below the regular rate for the assigned hire step of the salary schedule.

The anniversary date for step increases shall be adjusted to compensate for any period(s) totaling 30 calendar days or more on leave without pay.

Incentive Pay.

Employees, except for Police Officers and Crime Analysts, upon completion of their probationary period, shall be eligible for incentive pay for DPSST certification and/or for college credits which are acceptable to the Oregon System of Higher Education as credit towards a Bachelor's Degree. All incentive pay shall be figured on base

salary rate.

College credits toward Bachelor's Degree - 1% for each 18 quarter hours of college credits (at least a C grade or equivalent) up to 162 credits - 9% of base salary rate (maximum).

Bachelor's Degree - 1% of base salary rate.

DPSST Intermediate Certification - 3% of base salary rate.

DPSST Advanced Certification - 5% of base salary rate - Employees who were allowed 5% for Intermediate Certification shall receive 3% for Advanced Certification.

Example - An employee with a Bachelor's degree and Advanced DPSST would be eligible for incentive pay of 18% of base salary rate.

NOTE: No employee shall suffer a reduction of actual dollars of incentive pay as a result of the implementation of this provision. However, the incentive pay of such employees shall not be increased except as may be proper in accordance with the above formula.

Incentive Pay for Police Officers and Crime Analysts. The following incentives for education and certification shall be available:

Employees, upon completion of their probationary period, shall be eligible for incentive pay for DPSST certification and/or for college credits which are acceptable to the Oregon System of Higher Education as credit towards a Bachelor's degree. The time spent on extended military leave of a probationary employee shall be credited towards the time required to receive incentive pay. However, such time shall not be credited towards the employee's initial probationary period.

All incentives shall be figured on base salary rate.

Incentive pay for college credits toward a Bachelor's Degree earned as of the date of adoption of this agreement shall continue to be paid at the rate in effect on the day before adoption of this agreement; not to exceed 5%. This same grandfathering provision will be applied to employees currently with education incentives but not eligible to receive them until they are off probation.

Following adoption of the agreement, for employees hired after the adoption of this agreement, the following education incentives will be used once they complete probation:

Associate Degree or equivalent (60 semester units; 90 quarter units) – 2.5%

Bachelor's Degree - 5% of the employee's base salary rate.

The maximum education incentive shall be 5% of the employee's base salary rate.

DPSST Intermediate Certification - 2% of the employee's base salary rate.

DPSST Advanced Certification - 5% of the employee's base salary rate.

The maximum certification incentive shall be 5% of the employee's base salary rate.

Examples - A Police Officer with a Bachelor's degree and Advanced DPSST would be eligible for incentive pay of 10% of his/her base salary rate. A Police Officer receiving 2% for educational credits as of 6/30/07 and Intermediate and Advanced DPSST certificate would receive incentive pay of 7% of his/her base salary rate. A Police Officer receiving 6% for educational credits as of 6/30/07 and an Intermediate DPSST certificate would receive incentive pay of 7% of his/her base salary rate.

Letter of Agreement – Article 6 Hours and Overtime

This Agreement is between the City of Medford (City) and MPOA (Association).

The City and Association share a commitment to seek options for shift work to best address call volume and response times and options for officers assigned patrol duties.

Therefore, the Parties agree to the following:

1. The City and Association will form a committee whose purpose will be to explore options as addressed above.
2. The committee will be comprised of both management and labor with up to three (3) members each.
3. The committee will meet at least once per calendar quarter.
4. Participants on the committee will be on paid status while attending committee meetings. The City will not incur any overtime liability as a result of committee meetings.
5. No changes to the current contract as it relates to this article will be made without ratification.

This Agreement will sunset on June 30, 2020.