

AGREEMENT

**CITY OF CORVALLIS
AND
CORVALLIS POLICE OFFICERS' ASSOCIATION**

July 1, 2017 to June 30, 2022

TABLE OF CONTENTS

AGREEMENT AND PURPOSE.....	4
ARTICLE 1: RECOGNITION	4
ARTICLE 2: EMPLOYEE RIGHTS.....	4
ARTICLE 3: ASSOCIATION AND SECURITY CHECK-OFF	4
ARTICLE 4: MANAGEMENT RIGHTS	5
ARTICLE 5: ASSOCIATION-MANAGEMENT ADVISORY TEAM.....	7
ARTICLE 6: CITY SECURITY.....	8
ARTICLE 7: ASSOCIATION REPRESENTATION	8
ARTICLE 8: OUTSIDE EMPLOYMENT	10
ARTICLE 9 RESIDENCY REQUIREMENT	10
ARTICLE 10: WAGES AND SALARIES	10
ARTICLE 11: HOURS AND OVERTIME.....	13
ARTICLE 12: CERTIFICATION AND INCENTIVE PAY	21
ARTICLE 13: HOLIDAYS	22
ARTICLE 14: VACATIONS	24
ARTICLE 15: LEAVE BANK	25
ARTICLE 16: HEALTH, ACCIDENT, AND DENTAL INSURANCE.....	26
ARTICLE 17: LIFE INSURANCE	28
ARTICLE 18: LEAVES	28
ARTICLE 19: THE GRIEVANCE PROCEDURE.....	31
ARTICLE 20: UNIFORMS.....	33
ARTICLE 21: MILEAGE	33
ARTICLE 22: WORKERS' COMPENSATION	34
ARTICLE 23 PREVAILING BENEFITS	35
ARTICLE 24: ACTING IN CAPACITY	35
ARTICLE 25: PROBATIONARY PERIOD.....	36
ARTICLE 26: SENIORITY	36
ARTICLE 27 LAYOFFS	37
ARTICLE 28: DISCIPLINARY PROCESS	37
ARTICLE 29: PERSONNEL FILES.....	38
ARTICLE 30: EDUCATIONAL REIMBURSEMENT.....	39
ARTICLE 31: ORDERS AND MANUALS	40

ARTICLE 32: RETIREMENT	40
ARTICLE 33: TERM OF AGREEMENT	40
ARTICLE 34: SAVINGS CLAUSE	41
ARTICLE 35: AFFIRMATIVE ACTION	41
ARTICLE 36: LIABILITY INSURANCE	41
ARTICLE 37: WORK EQUIPMENT REIMBURSEMENT	41
ARTICLE 38: POLICE OFFICER’S BILL OF RIGHTS	42
ARTICLE 39: COMMUNITY POLICE REVIEW ADVISORY BOARD	44
ARTICLE 40: CASUAL EMPLOYEES	44
ARTICLE 41: LATERAL OFFICERS	45
Appendix A Staffing Levels	48

AGREEMENT AND PURPOSE

The parties to this Agreement are the City of Corvallis, hereinafter referred to as CITY, and the Corvallis Police Officers' Association, hereinafter referred to as the ASSOCIATION or CPOA. It is the purpose of this Agreement to set forth herein the sole and full agreement between the parties concerning rates of pay, wages, hours, and other conditions of employment.

ARTICLE 1: RECOGNITION

Section 1.1. The City of Corvallis recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit as determined by the State of Oregon, with respect to wages, hours, and other conditions of employment for sworn full-time employees and part-time employees scheduled to work at least 20 hours or more per week. All reference to employees in this Agreement shall be construed to mean regular employees and not casual, temporary, seasonal or part-time (less than 20 hours per week). All currently-covered classifications are listed in Article 10 of this Agreement, "Wages and Salaries."

Section 1.2. 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 and position title. The City will also provide the Association with the new employee's social security number and mailing address, with the permission of the employee.

ARTICLE 2: EMPLOYEE RIGHTS

Section 2.1. The City agrees not to interfere with the rights of officers to become members of the CPOA and there shall be no discrimination, interference, restraint or coercion by the City or any City representative against any officer because of Association membership or because of any officer's activity in any official capacity relating to the administration of this contract on behalf of the CPOA.

Section 2.2. This Agreement shall apply equally to all members of the bargaining unit. The Association and the City shall equally share the responsibility for upholding this provision of the Agreement. All references to employees in this Agreement designate all employees, and whenever the male gender is used it shall be construed to include all employees regardless of gender.

ARTICLE 3: ASSOCIATION AND SECURITY CHECK-OFF

Section 3.1. The City and the CPOA agree to a "fair share" agreement for all employees in the bargaining unit as defined in Article I.

Section 3.2. Upon approval by a majority of officers in this unit upon ratification of this contract, all officers covered by this contract shall, on the first of the month following 30 days of employment, either (1) become and remain a member of the Association; or (2) tender to the Association their fair share of the cost of negotiating and administering the labor agreement. If the officer has not joined the Association by the required time, the fair share will be automatically deducted from the officer's paycheck by the City and paid to the Association. It is understood that the fair share amount in lieu of dues shall be used on a pro rata basis to defray the cost for services rendered by the Association in negotiating and administering this agreement.

Section 3.3. Any individual employee objection based on a bona fide religious tenet or teaching of the church or religious body of which such employee is a member, will require such employee to inform the City and the CPOA of his/her objection. The employee will meet with the representatives of the CPOA and establish a mutually satisfactory arrangement for distribution of a contribution of an amount equal to the monthly Association dues to a nonreligious charity.

Section 3.4. Upon the express written request of an employee within the bargaining unit, the City will deduct CPOA initiation fees and membership dues. Employees terminating with less than 10 working days in any calendar month will not be subject to dues for deduction purposes.

Section 3.5. Such uniform amounts as the CPOA treasurer certifies to the City as monthly dues shall remain as the reasonable amount to be deducted hereunder.

Section 3.6. The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors within a 30-day period. Provided the City acts in compliance with provisions of this Article, the CPOA will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off errors. The Corvallis Police Officers' Association agrees to make proper adjustments for errors within a 30 day period as well.

Section 3.7. Except as otherwise provided in this Agreement, during their working hours the Association 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 negotiation matters which do not interfere with the work and duties of any employee.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1. The City retains all customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of the City. The rights of employees in the bargaining unit and the CPOA are limited to those specifically set forth in this Agreement; and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the CPOA with respect to any such subjects or the

exercise of its discretion in decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the employer shall include, but not be limited to, the following:

1. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures.
5. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
6. To assign and distribute work and to designate and assign all work duties.
7. To contract or subcontract work as determined by the City.
8. To assign shifts, workdays, hours of work, and work locations.
9. To introduce new duties and to revise job classifications and duties within the unit.
10. To determine the need for and the qualifications of new employees, transfers and promotions.
11. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
12. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for a period to be determined by the employer.

**ARTICLE 5:
ASSOCIATION-MANAGEMENT ADVISORY TEAM**

Section 5.1. We agree to maintain a joint Association Management Advisory Team (AMAT) to help ensure that problems and opportunities are addressed cooperatively in an ongoing manner.

Section 5.2. Purposes. The purposes of AMAT are:

1. To advise management in matters of departmental operations and management; and
2. To develop processes to ensure involvement and participation of appropriate departmental personnel;

these purposes to be carried out by providing guidance and support in the development and implementation of various processes for departmental decision making and problem solving. AMAT is not a decision-making body, and its recommendations are not binding, nor does AMAT replace other existing processes such as the grievance procedure or collective bargaining.

Section 5.3. Membership. AMAT consists of:

Chief of Police and
Two other Police Department supervisors,
Association President,
Two members of the bargaining unit (to be appointed by the Association), one of which shall be a member of the Board of Directors.

Section 5.4. Scope of Responsibility. Issues of any nature within the scope of Department management and operations may be brought up by any member of the following persons/groups for consideration by AMAT:

City Management
Department Management or Managers
Bargaining Unit Employees
Other Department Employees

If AMAT determines the issue to be outside the scope of collective bargaining, a process for decision making or resolution will be recommended.

If the issue is subject to collective bargaining or involves the need to clarify or modify understandings contained in this Agreement, the issue will be submitted to the Chief of Police and the Association President for resolution and will be accompanied by a specific request for clarification or modification. On receipt of such requests, the Chief of Police and Association President (or their designated spokespersons) will respond to the requests as follows:

If for clarification of existing language: Written Letter of Interpretation. If bilateral agreement as to interpretation is not possible, the matter may be subject to the grievance procedure to resolve disputes about interpretation.

Section 5.5. Review of Grievances. Grievances shall be processed pursuant to Article 19, Grievance Procedure.

Section 5.6. Effect of Participation on Wages. Since participation in AMAT is viewed as mutually desirable for the Police Department, no person will be penalized for, or benefit from participation in this group. Therefore, members of AMAT will not suffer loss of pay for time spent conducting AMAT business, nor will any member receive overtime pay or any other additional benefit as a result of time spent on AMAT business.

Section 5.7. Meetings. AMAT members will meet at a mutually agreed upon time, but no less often than one (1) time per year. Meetings will be scheduled in a manner to ensure appropriate staffing levels for Department operations and in a way which does not detract from the efficiency and effectiveness of other departmental activities.

ARTICLE 6: CITY SECURITY

Section 6.1. The Association and its members will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line. Any 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.

Section 6.2. In the event of a strike, work stoppage, slow-down, picketing, observance of a picket line or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Association will make every reasonable attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected by or limited to the subject matter involved in the dispute giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

Section 6.3. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Association so long as there is no breach of Section 6.1.

ARTICLE 7: ASSOCIATION REPRESENTATION

Section 7.1. Three CPOA members shall be allowed time off with pay which would otherwise be received to attend labor-management meetings (including AMAT meetings) provided that such time off falls within the employee's regular work schedule. Three CPOA members shall

be allowed time off with pay which would otherwise be received to attend labor agreement negotiations provided that such time off falls within the employee's regular work schedule. Employees must obtain approval from the supervisors for this leave as normally required. Such approval shall be granted by their supervisor so long as it will not interfere with the accomplishment of the employee's assigned work.

Section 7.2. Employees shall be allowed time off to attend Association-related business functions providing acceptable qualified relief personnel are provided for by the Association at no cost to the City. Such time shall not exceed 40 hours per fiscal year per person and not more than 100 total hours per fiscal year. The Association agrees to reimburse the City for any overtime costs incurred as a result of such time off and relief. The City will track the used and remaining hours and make that information accessible to the elected representatives of the Association.

Section 7.3. The City agrees to allow time off, without loss of pay, for members who are elected Association representatives while on Association business unless such absences hamper the normal operations of the Department. No more than two employees may be off at any one time, and total accumulative time off for Association activities shall not exceed 120 hours per fiscal year, exclusive of bargaining sessions. Employees involved in meetings under the grievance procedure shall be allowed time off with pay for that purpose. The City will track the used and remaining hours and make that information accessible to the elected representatives of the Association.

Section 7.4. The City agrees that the Association will have the right to confer with the Chief of Police, Human Resources Director, or other representatives designated by the City Manager concerning wages, hours, and other conditions of employment. Such conferences will be set at mutually agreeable times. It is intended that such conferences will improve the working conditions, public image, morale, productivity, responsiveness, and effectiveness of the Department as a whole. Such conferences shall not substitute or preclude collective bargaining as provided in ORS 243.672, ss 2(f).

Section 7.5. The City agrees that the Association representatives accredited by the Association shall be accorded reasonable access to bargaining unit members for the purpose of Association business, providing that such access does not interfere with the performance by City employees of their duties; and further provided that such representatives shall obtain prior approval from the immediate supervisor. Requests for approval shall include the purpose of the visit, the length of time required, and the name of the person to whom the representatives desire to speak. The Association shall certify in writing the names of the Association representatives authorized to conduct Association business with employees in the bargaining unit. The City may refuse to recognize any such Association representative until he/she is certified.

Section 7.6. Association officers. Within 5 days following the election or appointment of any officers of the Association who may from time to time communicate with the City in their official capacity or may participate in activities on behalf of the Association which would require such officers to be absent from work during scheduled working hours, the president of the Association shall certify the names and offices of such officers to the City's Human Resources

Director. The City may refuse to recognize the authority and prerogatives of any such officer until he/she is so certified.

Section 7.7. Bulletin board. The City shall continue to provide space for an Association bulletin board no smaller than the space provided as of the signing of this Agreement. Department mail boxes may also be used to exchange information or messages.

ARTICLE 8: OUTSIDE EMPLOYMENT

Section 8.1. Employees wishing to engage in off-duty employment must obtain approval from the Chief of Police by submission of a request in writing for such approval. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. Upon receipt of such request, the City shall have the right to independently determine the nature of the employment being considered. In order to be approved, the outside employment must: a) be compatible with the employee's City duties; b) in no way detract from the efficiency of the employee in City duties; c) not take preference over extra duties required by City employment; and d) not present a conflict of interest, the potential of one, or the appearance of same.

Section 8.2. Employees engaged in approved outside employment shall notify the City of changes in job title, duties or termination of outside employment.

Section 8.3. It is understood that the Chief of Police, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be by letter and, except in emergencies, 15 days notice of termination shall be given.

ARTICLE 9 RESIDENCY REQUIREMENT

Section 9.1. Employees shall live within 25 miles of the Corvallis city limits. The Chief of Police shall have the authority to allow exceptions to this requirement if, in the Chief's judgment, a reasonable employee response time can be maintained.

ARTICLE 10: WAGES AND SALARIES

During the term of this Agreement, the parties will cooperate in identifying ways to recognize and reward exemplary performance exceeding expectations.

Section 10.1.a. Wages of PERS/OPSRP member employees covered by this Agreement shall be as follows:

Effective January 16, 2017:
(Monthly/Hourly)

Steps	1	2	3	4	5	6
Police Officer	\$4,890.58	\$5,135.10	\$5,391.86	\$5,661.47	\$5,944.54	\$6,241.77
JG 200	\$28.2149	\$29.6256	\$31.1069	\$32.6623	\$34.2954	\$36.0102
Sergeant	\$6,057.76	\$6,360.64	\$6,678.67	\$7,012.62	\$7,363.24	\$7,731.38
JG 240	\$34.9486	\$36.6960	\$38.5308	\$40.4574	\$42.4802	\$44.6041

New employees normally will start at Step 1. Employees whose performance meets expectations will be eligible for the next step on their anniversary date.

Section 10.1.b Recruit Step. Newly hired sworn employees (also referred to as a “Recruit”), will be compensated with a salary five (5) percent below Step 1 Police Officer as described in this section until the Recruit is “solo”. Upon becoming solo, he/she will be moved onto the regular wage rate for Step 1 Police Officer effective the start of the next pay period.

Section 10.1.c Patrol employees on the 12-hour shift schedule shall receive an increase to their base monthly/annual pay of 2.0% and the City will adjust their hourly rate of pay to be consistent with the monthly/annual salary change.

Section 10.1.d:

Effective June 16, 2017, the then-effective wage scale shall be increased by 3.0%.

Effective June 16, 2018, the then-effective wage scale shall be increased by 3.0%.

Effective June 16, 2019, the then-effective wage scale shall be increased by 3.0%.

Effective June 16, 2020, the then-effective wage scale shall be increased by 3.0%.

Effective June 16, 2021, the then-effective wage scale shall be increased by 2.5%.

Section 10.2. Proper notice will be given when a position not listed on the salary schedule is established if such classification is assigned to the bargaining unit represented by the Association. The notice shall include the classification and pay range for such position. The Association shall be afforded an opportunity to meet with the City and discuss the matter. The Association will be supplied, upon request, with appropriate classification specifications relating to the position in question. If the Association does not object to the City’s pay proposal within 10 calendar days, the City proposal will be implemented.

If the Association does object to the City’s pay proposal, then the matter will be submitted as a grievance at Step III.

Section 10.3. Notwithstanding any other terms of this Agreement, the City may assign employees to designated specialty positions on a regular basis; the City may also make temporary assignments to specialty positions for periods of less than one year. Employees assigned to specialty positions shall receive additional premium pay (which is a listed percentage of their base salary) and additional incentives as listed in 10.4, for the duration of the assignments, commencing on the first day of such assignment.

Should the selection process for any specialty position fail to identify interested or qualified members to fill the position, members may be assigned to the specialty positions by reverse seniority (lowest assigned first) by members who are non-probationary prior to the beginning of the assignment. Members assigned under this circumstance shall not be entitled to overtime due to a schedule change if one is required for the specialty assignment, provided 14 days notice of the schedule change has been given. Effective upon ratification, the current Administrative Sergeant and Training Sergeant will be allowed to remain in their current positions (with the special assignment pay) consistent with the current assignment lengths for detectives, with the time starting at the date of ratification.

Section 10.4. List of specialty positions and premium pay and incentives for specialty positions:

- Detective: 5% and vehicle per Section 10.5 and clothing allowance per Article 20
- Training: 5% and clothing allowance per Article 20
- Administrative: 5% and clothing allowance per Article 20
- School Resource: 5%
- Community Livability: 5%
- Motorcycle: 5%
- Canine: 10% and vehicle per Section 10.5
- PTO: 1% Specialty and an additional 4% for the time actively engaged in training as a PTO

Section 10.5. Vehicles. Employees assigned to a Detective or Canine position shall under normal circumstances have access to the employee's assigned vehicle (unless the vehicle is unavailable due to departmental operational needs) to commute to and from work in order to expedite after hours callouts. Regular commute time to and from the worksite shall not be considered work time. When an employee drives in response to a callout, such time is compensable. Use of the City vehicle shall be for City business only in conformance with City and departmental policy. Use of said vehicles is not considered compensation unless otherwise required by IRS rules. When an employee is assigned as a temporary Detective, this section only applies if a Detective vehicle is available for assignment, based on available resources. Access to a vehicle for commute purposes may be revoked for cause by the Chief of Police or his/her designee.

Section 10.6. As of July 16, 2008, the City shall pay both the employee and the employer PERS/OPSRP contribution in accordance with PERS/OPSRP requirements and state and federal law.

Section 10.7 Retirement Health Savings Plan. In addition to the wages specified in this Article, beginning June 16, 2006, the City shall contribute 1 percent of regular salary into a retiree health savings account for each employee. This employer contribution shall be subject to a vesting schedule of 25% per year of City service until the employee is fully vested. Employees who were with the City at the time of the implementation of the retirement health saving plan received credit for City service already completed prior to the implementation of the plan.

ARTICLE 11: HOURS AND OVERTIME

Section 11.1.1 Hours. For the duration of this Agreement, the regular work periods shall be as follows:

- a. **Traffic Unit:** The regular work week shall consist of 40 hours per week in a 7-day period with a shift schedule of four 10-hour work days, followed by 3 fixed consecutive days off.
- b. **Patrol Unit:** The regular work week shall consist of 42 hours over a seven (7) day period with a set shift schedule of four (4) consecutive shifts followed by three (3) consecutive days off. The work days will either be three (3) twelve-hour shifts followed by one (1) six-hour shift or one (1) six-hour shift followed by three (3) twelve-hour shifts. When the six-hour shift is the first work day, the six-hour shift will be the last six hours of the same 12-hour shift. When the six-hour shift is the fourth work day, the six-hour shift will be the first six hours of the same 12-hour shift. This will be referred to as the "12-hour schedule." Sergeants and officers will be divided onto one (1) of four (4) "patrol teams." (A,B,C or D).
- c. **Detective, Street Crimes, Training, Administrative units and employees not otherwise specified;** the regular work week shall consist of 40 hours per week in a 7-day period with a shift schedule of five 8-hour work days, followed by two fixed consecutive days off.
- d. **Community Livability Unit:** The regular work week shall consist of 40 hours per week in a 7-day period with a shift schedule of four 10-hour work days, followed by 3 fixed consecutive days off. Members of the CLO work unit will have staggered shift start and end times in order to meet operational requirements.
- e. **School Resource Unit:** The regular work week shall consist of 40 hours per week in a 7-day period with a shift schedule of either five 8-hour work days, followed by two fixed consecutive days off or four 10-hour work days followed by 3 fixed consecutive days off. SROs may be asked to comply with school district policies, but will not be disciplined for violating school district policies.
- f. **Alternate Schedules:** Members of the following units may work any other schedule that is mutually agreed upon by the employee and the employee's manager: Detective

(including Street Crimes), Training, Administrative, School Resource and Community Livability. If an employee moves to a different on-going schedule, the benefits and working conditions (pay, accruals, etc) of any schedule will be consistent with the other work group within the same hourly schedule. The intention is to give the greatest scheduling flexibility under mutual agreement.

- g. The schedule will not be changed unless operating requirements of the Department dictate a schedule change is needed. The City may elect a regular work week of 5 consecutive 8-hour days followed by 2 consecutive days off. The Association and the City may, by mutual agreement, employ any other regular flexible work schedule. The Association and the City agree to cooperate in an ongoing effort to develop ways to make scheduling more effective. If, during the term of this agreement, the City desires to change the regular work periods as described in this Article, the parties will meet and, failing to agree, shall promptly submit unresolved disputes to arbitration before an arbitrator selected by mutual agreement, or in accordance with the grievance article of this agreement. The City agrees to await the arbitrator's decision before implementation.

Section 11.1.2 Meals and Rest Breaks. It is recognized that employees are emergency workers and meal and rest breaks can be interrupted or missed. Except as otherwise specified, employees are entitled to one half-hour paid meal break and two fifteen-minute paid rest breaks each shift. Employees working a 12-hour shift are entitled to an additional fifteen-minute paid rest break each shift. Employees working a 6-hour shift are entitled to one half-hour paid meal break and one fifteen-minute paid rest break each shift. Failure to obtain meal or any rest breaks during a shift shall not entitle an employee to overtime or to accrue meal or break time outside the same shift.

- a. While attending training on overtime, meal breaks will be unpaid, up to a maximum of 30 minutes during City-controlled training and up to a maximum of 60 minutes otherwise. Rest breaks will be paid.
- b. Recruit officers while in department orientation or in-house training (not PTO) shall receive an unpaid thirty-minute meal break and two paid fifteen-minute breaks. Recruit officers, while attending the basic police academy, will receive an unpaid meal break and paid rest breaks as structured by DPSST.
- c. Employees in light-duty assignments shall receive an unpaid thirty-minute meal break (but may elect a one-hour unpaid meal break) and two fifteen-minute paid rest breaks.
- d. Unpaid meal breaks will only be unpaid so long as the employee's time and attention are free to be occupied by private pursuit, which is not limited to the procurement and consumption of food.
- e. In the interest of safety and employee health, the City shall provide a location and process for private napping should an employee desire to nap during a break.

Section 11.1.3 Management reserves the right to schedule the times that shifts begin and the days of the week of the first shift of the work period. If the City chooses to change such times and days, the change will be effective with the next annual shift assignment process unless operating requirements of the Department dictate a schedule change is needed. One officer on each patrol team will begin the 12-hour work shift one hour prior to the established shift start time; this position will be identified during the annual shift bid process and this "early officer" assignment will last for the shift year. If no one bids for the early officer position on a patrol team, the lowest seniority (non-probationary) officer on that team will be assigned to that position for the shift year. Nothing precludes the early officer from trading the assignment during the shift year as allowed in section 11.1.8.

Section 11.1.4 In the event of a major change in revenue necessitating a reduction in force, management has the right to alter the basic work week and work schedules. Changes in the work week or schedule will not occur without consultation with the Association.

Section 11.1.5 Notice of shift changes will normally be given 14 days in advance, except in an emergency or when an individual requests reassignment. Until solo status is achieved, probationary new employees may have their schedules changed as required by the training program and the department will provide 48 hours notice of schedule changes when possible. Probationary new employees who have reached solo status may have their schedules changed based on department need with 14 days advance notice.

Section 11.1.6 During the annual shift assignment process, all employees shall work their regular 8-hour, 10-hour, or 12-hour schedule. All work performed in excess of 80 hours for 8-hour or 10-hour shift employees, or 84 hours for 12-hour employees in a 14-day period, or more than 5 consecutive days without an offer of a day off for 8-hour or 10-hour shift employees or 4 consecutive days (three 12-hour shifts and one six-hour shift) without an offer of a day off for 12-hour shift employees, or in excess of a scheduled shift, shall be considered overtime. The 14-day period begins the first work day of the work period in which the employee's regular schedule is altered and follows the last set of scheduled days off. Employees will only work their current shift (day/night) or their new shift (day/night).

Section 11.1.7 Schedule selection (shift and days off) will be made annually within each work unit based on seniority, provided the Department's needs have been met. The schedule format based on Department needs will be established prior to schedule selection. The work units for schedule selection are: Patrol, Community Livability, School Resource, Traffic, Street Crimes, Detectives, Training Administrative and employees not otherwise specified.

Section 11.1.8 Shift trades will be permitted between employees of the same rank and within the work unit so long as the change does not involve overtime costs to the City. A requested shift trade may be disapproved due to operational need.

Section 11.1.9 Employees may request specific days off to meet temporary special needs; however, approval is subject to meeting the needs of the Department.

Section 11.1.10 Discretionary Training Attendance.

- a. When an employee requests or agrees to attend discretionary training that occurs outside the employee's regular work schedule (shift and/or work days), the City and the employee may mutually agree to a schedule adjustment so the employee may attend. Discretionary training is training that is not required by law, policy or practice. The schedule adjustment requires the approval of the employee's lieutenant (via the chain-of-command) and the agreement of the employee. Examples of required training includes training required to maintain certifications and in-service training (training that is typically held by the City, such as firearms, defensive tactics, first aid and legal updates). Nothing requires the City to approve the discretionary training.
- b. Schedule adjustments for discretionary training shall be on a one-to-one shift basis at the employee's regular rate of pay; each training shift shall be attended in lieu of one of the employee's regular shifts. A training shift will be considered the length of the training and any travel time that day, up to the length of the employee's regular shift; time worked in excess is overtime. However, training (including travel time) or travel to and/or from training on a non-training day that is six consecutive hours or less will be adjusted on an hour-for-hour basis instead of a shift-for-shift basis.
- c. Officers assigned to night shift and who attend discretionary training during daytime hours require special consideration when adjusting the schedule if training occurs between night shifts. If the number of regularly scheduled night shifts exceed the number of training shifts, the employee may agree to work the excess shift on a shift the officer would otherwise be off-duty, or the officer may use accrued time off.
- d. Whenever possible, schedule adjustments for training should occur within the same pay period. Employees will record the adjusted schedule on their monthly timesheet.
- e. The agreement to adjust a schedule for training will be documented in writing (including the adjusted schedule) and the City will maintain a binder with copies of all such documents that will be easily accessible for CPOA representatives to inspect and copy (if desired). Copies will be kept in the binder for one year from the date of training.

Section 11.1.11 Schedule Adjustments

- a. Employees may request or agree to temporarily adjust their regular work schedules. Since patrol teams are dependent on staffing levels, the likely impact of the adjustment on a patrol employee's team should be a major factor when considering a schedule adjustment.
- b. Such schedule adjustments are considered to be time-for-time adjustments at the employee's normal rate of pay and the employee shall retain their normal accrual rates as long as a full time schedule is maintained. Any schedule adjustment will be

written and requires the approval of the employee's lieutenant (via chain-of-command) and the agreement of the employee.

- c. Whenever possible, schedule adjustments should occur within the same pay period. Employees will record the adjusted schedule on their monthly timesheet.
- d. As used in this section, "temporary" means 30 continuous calendar days or less for employees on patrol teams and 90 continuous calendar days or less for other employees. If either the employee or the City desires to extend the temporary schedule adjustment, an additional 30 days (employees on patrol teams) or 90 days (other employees), may be agreed upon. However, a new written document will be made to supplement the original.
- e. The intention of this section is to allow greater flexibility in work schedules for employees and to provide the City more flexibility in utilizing resources. It is not intended to allow a variety of different regular schedules or as a method of filling patrol shifts or to avoid overtime costs for required training (see Section 11.1.10). The City will maintain a binder with copies of all such documents that will be easily accessible for CPOA representatives to inspect and copy (if desired). Copies will be kept in the binder for one year from the date of schedule adjustment.
- f. Safety Release: The City may order or schedule an employee off-duty for safety and/or fatigue issues. Ordering or scheduling an employee off-duty on safety release is directing an employee to be absent from any portion of the employee's regular work schedule. Whenever this occurs, such time away from work will not be charged against any leave bank identified within the bargaining agreement.

The City also has the authority to schedule an employee for mandatory training based on departmental needs. Mandatory training occurring outside an employee's regular schedule will be compensated as overtime. It is the responsibility of the City to order or schedule sufficient off-duty time to be able to attend mandatory training.

A manager will make the decision to order or schedule an employee off-duty unless circumstances require immediate action and a manager cannot be reached, in which case a sergeant or AIC in authority may do so. Employer reasons to order or schedule an employee off-duty on safety release may include, but are not limited to, employee or public safety, employee health or fatigue, ensuring sufficient time off before and/or after mandatory training, and court appearances.

When an employee determines he or she is too fatigued to attend or complete a work shift due to non-work related issues, the employee may request time off, including utilizing sick time under Article 18. If an employee who is at work appears too fatigued to work safely due to non-work related issues but chooses not to request time off, the employee may be ordered off-duty on safety release. The City maintains all rights under the labor agreement, including rights to discipline for just cause if circumstances warrant.

Section 11.2. Overtime. Where overtime is required for the efficient operation of the City, the following shall apply:

Section 11.2.1 Except as otherwise specifically modified in this Agreement, all work performed in excess of 40 hours in a 7-day period for employees on the 8-hour or 10-hour shift schedule, or in excess of 84 hours in a 14-day period for employees on a 12-hour shift schedule, or in excess of a regularly scheduled shift shall be considered overtime work.

Section 11.2.2 At no time shall overtime be pyramided or compounded or paid twice for the same hours worked.

Section 11.2.3 The City shall be the sole judge as to the necessity in the requirement of personnel to work overtime. The City shall give as much advance notice as possible of the necessity to work overtime.

Section 11.2.4 Overtime shall be calculated to the next one-fourth (1/4) hour.

Section 11.2.5 In the event of an employee's promotion to a position not eligible for overtime credit, the employee will be required to take all accrued compensatory time before the effective date of promotion or may be compensated for such accrued time at the option of the Chief of Police.

Section 11.3. Authorized overtime. Work shall be compensated by the accumulation of compensatory time at the rate of one and one-half times the hours worked to a maximum of 120 hours or by cash payment at the rate of one and one-half times the regular hourly rate at the discretion of the employee. If the overtime compensation is earned due to "backfilling" for an employee taking compensatory time off, however, such overtime earned must be taken in pay unless the compensatory time use is part of a FMLA leave.

Employees may have the option to take pay for time accrued in the compensatory time bank. The employee must note that request on the regular pay period time sheet and such pay will be included in their regular paycheck for that pay period. Any accrual in excess of 60 hours as of June 15th each year shall be automatically converted to pay.

Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his/her supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. By way of illustration, a request for use of compensatory time off with less than 48 hours notice to the supervisor shall automatically be deemed unreasonable.

Section 11.4. Minimum compensation for overtime will be as follows:

Section 11.4.1. Employees scheduled Court time outside of their regular work schedule shall be credited with not less than 3 hours (scheduled regular duty day) or 4 hours (scheduled off-duty day) compensated at time and one half. Multiple court appearances occurring within the 3 or

4 hour minimum period beginning with the first court appearance shall not entitle the employee to a separate or additional minimum. If an employee arrives as directed for a court case and the employee is not needed at that time, but is directed to report again later in the day for the same case, the employee is considered released from work until required to return to court; but is not entitled to another minimum; and, the employee will receive overtime compensation for all consecutive time until the employee is released from the appearance. Should a supervisor assign non-Court assignments during the same minimum period, the non-Court assignment shall be subject to an additional minimum per this section.

Section 11.4.2. Employees called back to work non-Court assignment(s) shall be credited with not less than 3 hours (scheduled regular duty day) or 4 hours (scheduled off-duty day) compensated at time and one half. Multiple non-court assignments (other than shift work outside of their regular work schedule) occurring within the 3 or 4 hour minimum period shall not entitle the employee to an additional minimum if the employee was notified of such assignments at least 48 hours in advance.

Section 11.4.3. Minimum periods shall not apply when the hours are annexed consecutively to one end or the other of the work shift. If an employee's shift has ended and the employee has gone off-duty, any additional work that begins within one hour or less shall be considered annexed time. If additional work is required after more than one hour after the employee has been released from work, it shall be compensated as a minimum callback. By way of illustration, if an employee's shift ends at 0700 hours and additional work begins at 0800 hours, the overtime is annexed beginning at 0700 and continuing through the end of the additional work.

Section 11.4.4. All other overtime - 1/4 hour minimum.

Section 11.4.5. An employee who is off-duty and takes official action as authorized by policy or law (by virtue of their employment) shall be entitled to overtime per Section 11.4.4 (1/4 hour minimum), but not as a call back minimum under 11.4.2. An employee who is off-duty and takes official action as required by policy or law (by virtue of their employment) shall be entitled to overtime as a call back under Section 11.4.2.

Section 11.4.6. An off-duty employee who voluntarily acts as a mere witness to an incident and who does not write a report about the incident shall not be eligible for overtime.

Section 11.5. Subpoenas. Whenever an officer is subpoenaed to appear on off-duty time in an Oregon court in a civil or criminal case as a consequence of official duties, the officer shall receive overtime pay according to Article 11.4.1 and any fees paid on account of such duties. The officer must report the subpoena to his/her superior at the earliest opportunity and can only take ownership of any fees paid after the officer reports as directed by the subpoena; if the officer does not appear then the fees will be returned to the issuer.

Section 11.6. Daylight/Standard Time Changes. Employees who are on duty when standard time is replaced by daylight savings time shall work the length of the scheduled shift, regardless of changes made to clocks for the purposes of daylight savings time. Employees who

are on duty when daylight savings time is replaced by standard time shall work an additional hour and be compensated for one (1) hour at the overtime rate for the additional hour of work.

Section 11.7 Phone Access Pay. If it is necessary for the City to make phone contact with an employee outside of an employee's regular work hours, and such work does not require returning to the worksite, the employee shall be compensated at the overtime rate for the actual phone time worked rounded to the next ¼ hour regardless of proximity to their regular shift, but with a minimum of one hour of overtime compensation. Employees shall not be given additional compensation for multiple phone calls made within a time period for which the employee is already being compensated. Phone calls to employees for the purpose of asking about availability to perform extra work, providing them with notification of any type, to discuss scheduling, any de minimus work (defined as one or more phone calls to the employee of less than a total of 7 minutes duration, within one 60 minute period), or an employee acting as a witness per policy, is not considered time worked and is not compensable under this Article.

Section 11.8 Peer Support Team Compensation. So long as the City maintains a Peer Support Team, the compensation for participation in that Team shall be as described in this Article. Compensation for Peer Support Team (PST) members will occur only after the member(s) has received training and designation per Oregon Revised Statute 181.860 to act as a counselor, as declared by the Chief of Police. Compensation is only for the Peer Support Team member, not the employee being assisted. Compensation when acting as a qualified Peer Support Team counselor is as follows:

- a. Employees contacting PST Members: Phone calls (employees calling a PST member or PST member calling an employee back); employee initiated contact in person at work or elsewhere.
 1. PST members contacted by employees off-duty for purposes of Peer Support Counseling which have a nexus to work/employment with the City of Corvallis will be compensated through time off of work. This is further defined as minutes rounded up to the nearest quarter hour of PST time will result in that amount of time off of work, to be scheduled with the Peer Support Team member's supervisor. This quarter hour (or amount of time) is calculated as straight time, not time and a half, and does not result in extra pay. The time results in a schedule adjustment to be completed within the same work week or FLSA work period. If the schedule change cannot be accomplished within the same work week or work period, such time may be accrued so long as the time is taken within the same pay period as the PST time occurred.
- b. PST Member activated/called into work:
 1. An off-duty Peer Support Team member called by a supervisor to physically come to work and meet with an employee or a team, individually or to be available at a debrief will be compensated at the time and half overtime rate of the Peer Support Team member. This is further defined as the clock begins when the Peer Support

Team member leaves home in response to the request to the point in which the Peer Support Team member arrives back at home assuming the employee has gone straight home following the consultation. No minimum call backs apply as defined in Section 11.4. For example, in the event a Peer Support Team member is activated, and they work 3 hours, they will be compensated at the time and half overtime rate for 3 hours.

ARTICLE 12: CERTIFICATION AND INCENTIVE PAY

Section 12.1. CPOA members below the rank of sergeant who are non-probationary status and who have maintained satisfactory performance during the last performance appraisal period will receive a 3 percent increase on their base pay for an Intermediate Certification and an additional 5 percent (a total of 8 percent) increase on their base pay for an Advanced Certification effective the month following confirmation of the certification award.

Section 12.2. Bilingual Incentive Pay. Employees who are qualified by the department as bi-lingual in English, Spanish, American Sign Language (ASL), or any other language designated by the City, will receive a monthly premium of 5 percent of their regular base pay. Premium pay is therefore acknowledged to be due based upon that qualification process alone. The City shall provide an opportunity at least annually for employees to test for the bi-lingual incentive.

Section 12.3. Fitness Incentive Program. Beginning June 16, 2009, the City shall provide at least one opportunity per year for employees to take the ORPAT fitness test. Employees shall have the ability to do one makeup test within 60 days after the initial test if they were unable to take the test as scheduled. 5 minutes, 15 seconds shall be allowed for the test. Employees passing within this time period shall receive an additional two (2) percent of base pay for one year beginning with the start of the pay period following passing the test. Employees unable to participate in the fitness testing due to injury or illness shall be provided an opportunity to test at the next scheduled testing event following their release for full duty. Such testing qualifies for the incentive until the next regular annual testing.

Section 12.3.1 Clarification of the language in 12.3 and specifically, its application to the initial testing process.

- a. The language of the section does not preclude the Corvallis Police Department (CPD) from conducting the ORPAT fitness test required under Section 12.3 prior to June 16 of a given year. The CPD agrees for future testing processes to conduct the initial annual testing date prior to June 16 of that year if practical.
- b. The incentive pay associated with qualification on the testing will be effective as of the first of the pay period following qualification with the exception noted below and shall continue for twelve pay period months, or until the employee re-qualifies or the employee's employment ends, whichever comes first.

- c. The City will also conduct a makeup test process within 60 days of the initial test for those employees unable to take the initial test as scheduled. Employees qualifying through the makeup test process shall have the incentive effective on the first pay period following qualification and remaining in effect for 12 pay period months, their employment ends, or they re-qualify for the incentive, whichever comes first.

Section 12.4. Recruitment Referral Incentive. The City and the Association recognize the current competitive recruitment market and the value of engaging existing employees in recruiting qualified new peace officers to the City. To recognize employee initiative in the recruitment process outside of Department-sponsored recruitment activities, the City will credit a referring employee with a one-time bonus of 20 hours of vacation leave under the following circumstances:

- a. The new employee must be offered and accept employment and be hired by the City.
- b. The new employee must have credited the referring employee by name and in writing on their employment application as their source on the job opening. Only one referring employee per new hire shall be eligible for the bonus and the bonus shall only apply to referrals separate from a Department-sponsored recruitment activity.
- c. The bonus will be awarded to the referring employee on the next available regular paycheck following the new employee's hire.
- d. The referring employee shall have the ability to cash-out their vacation bonus rather than to have the time credited to their vacation bank if they have noted the cash-out on their timesheet for the next available regular paycheck. If not so noted, the time will be credited to the employee's vacation bank and can only be cashed out in accordance with Article 14.

ARTICLE 13: HOLIDAYS

Section 13.1. Personnel working the 10-hour or 12-hour shifts shall have 120 hours added yearly to their leave banks in lieu of holidays. Such time in lieu of holidays will be added at the rate of 10 hours for each full month of service completed.

Section 13.2. Detectives and non-shift sergeants shall accrue 8 hours of holiday time per month. The City may direct holiday time to be taken off on specific days: detectives and non-shift sergeants shall be scheduled to take off the following six holidays; however, employees desiring to work any of the listed holidays may do so with the supervisor's permission and with such time being paid at straight time:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)

- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Section 13.3. Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the succeeding Monday.

Section 13.4. An employee on leave-without-pay status or layoff status shall not receive holiday pay for any holiday which occurs during such period.

Section 13.5. In the event a holiday is declared by the Mayor or City Manager, employees will be credited with the equivalent of one shift (8, 10 or 12 hours) of additional holiday time.

Section 13.6. In addition to the accrued time per Section 13.1 and 13.2, employees shall be entitled to a ½ shift (6 hours for 12-hour employees) of floating holiday to be taken anytime during the fiscal year with the approval of the supervisor. New employees will be credited with this floating holiday as of the date of hire. Employees working a 12-hour shift schedule shall be credited with an additional 60 hours of floating holiday to be taken anytime during the fiscal year with the approval of the supervisor. Upon movement to the 12-hour shift schedule, new employees will be credited with these floating holiday hours on a prorated basis for the fiscal year. Floating holiday time off cannot be accumulated from year to year or converted to any other type of leave, but time remaining as of June 15th will be cashed out as of that date and included in the June paycheck. For employees changing on or off of the 12-hour shift schedule during the fiscal year, their floating holiday bank shall be adjusted proportionately, but in no case shall an employee have a negative floating holiday accrual. "Fiscal year" as used in this section shall be deemed to refer to the payroll fiscal year or June 16th to the following June 15th.

Section 13.7. Recognized City Holidays, included for reference, are as follows:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (Third Monday in January)
- President's Day (Third 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 (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- A floating holiday to be scheduled at the employee's discretion with the approval of the supervisor.
- Any holiday declared by the Mayor or City Manager of the City of Corvallis.

ARTICLE 14: VACATIONS

Section 14.1. Vacation leave with pay for employees shall accrue on the following basis:

Following completion of 6 months of employment, the employee shall be credited with 48 hours of vacation. Thereafter, vacation shall be accumulated at the following rates:

<u>Months of Service</u>	<u>Annual Accumulation</u>	<u>Pay Period Accumulation</u>
1-60 months (to 5 years)	96 hours	8.0 hours
61-120 months (5-10 years)	120 hours	10.0 hours
121-180 months (10-15 years)	144 hours	12.0 hours
181-240 months (15-20 years)	162 hours	13.5 hours
241-300 months (20-25 years)	186 hours	15.5 hours
301+ months (25+ years)	204 hours	17.0 hours

Night Shift Vacation Differential. Solo-status employees assigned to night shift shall receive an additional one hour of vacation leave per pay period.

Employees with 10 or more years of continuous service with the City shall be eligible to annually elect to receive the additional vacation accrual rate; or they may elect to return to the base accrual rate of 8 hours per pay period and receive additional salary in lieu of the additional vacation accrual. The additional salary shall be paid at the employee's current hourly rate of pay for each hour paid in lieu of vacation leave.

Employees must request to participate in the program to receive pay in lieu of vacation time off. Participation shall continue from year to year unless the employee requests a change by providing notice of request to participate or to end participation no later than November 30 for the following fiscal year. Participation in this program shall not change the employee's vacation accrual cap amount as specified in Section 14.2.e.

Section 14.2.

- a. Except as allowed for Lateral Officers, no vacation time will be credited to employees during the first 6 months of employment.
- b. A completed pay period month for which benefits herein shall accrue is defined as a pay period month in which the employee has been in pay status for 11 or more 8-hour shifts or 9 or more 10-hour shifts, or 84 or more hours if working a 12-hour schedule in that period. Time spent in layoff status or on leave without pay shall not be considered in computing vacation leave. An employee employed less than 40 hours per week for employees on the 8-hour or 10-hour shift or less than 84 hours in a 14 day period for employees on the 12-hour shift shall accrue vacation leave in that

proportion of the vacation leave for full-time employment as the number of hours per week budgeted in that position bears to the 40 hour week or 84 hour 14 day period. Employees who work less than 20 hours per week do not earn vacation. Current period vacation accrual is available for use if at the time of time sheet entry the employee is shown to have been in paid status for the required minimum period of time.

- c. Employees shall have the right to request 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 arrange scheduling. Employees shall be permitted to request vacation either on a split or an entire basis. Vacation time shall be selected on the basis of seniority provided, however, that each employee shall be permitted to exercise his/her right of seniority once each calendar year. At that time, employees may request up to four weeks of vacation leave, to be taken in not more than three separate periods. There will be no more than one annually scheduled CPOA vacation absence from a work group at one time. For purposes of the annual vacation selection only, the work groups are: the five patrol teams (A,B,C, D or Community Livability individually and separately), the Traffic Team, the Street Crimes Unit, Detectives, the Training Sergeant, School Resource Officer(s), and the Administrative Sergeant. The intent is that employees only compete within their workgroup for the annual vacation selection.
- d. For purposes of computing vacation leave duration, for non-shift personnel the term "working days" shall exclude all recognized holidays which may fall during the period of vacation leave.
- e. Per Article 15, vacation accrual and leave in lieu of holiday are credited to the employee's leave bank. For Tier 1 PERS employees, the leave bank will have a cap of 800 hours. For all other employees, the leave bank will have a cap of 700 hours.
- f. Once each 3 calendar years, employees may take an extended leave provided they have accrued the necessary leave time. The duration of the extended leave will be no more than the leave time the employee was eligible to accrue based upon his/her total months of service over the previous 18 months.

ARTICLE 15: LEAVE BANK

Vacation Accrual and Leave in lieu of holiday will be credited to the employee's leave bank.

Section 15.1. An employee who separates from service shall receive payment for unused leave time up to the following limit: 2 years accumulation of vacation leave based upon his/her total months of service, plus the equivalent of one year's accumulation in lieu of holiday hours accrued at the patrol rate, plus up to 80 hours of unused leave time to which he/she would otherwise be entitled as of the date of separation. The accumulation of vacation shall be conditional upon the completion of 6 months of the probationary period. Any employee, who for any reason except

death does not complete 6 months of his/her probationary period, shall receive no credit or compensation for vacation time.

Section 15.2. Employees may buy-back (cash-out) and be paid for vacation time provided they actually use the same or more actual vacation time as the amount of cashed-out leave during that same payroll fiscal year (June 16 through June 15). If an employee buys-back more vacation time than is used in a payroll fiscal year, an amount equal to the overage will be deducted, without compensation, from the employee's vacation leave bank. Pay for vacation time must be taken in full shift increments.

Employees may buy-back and be paid for up to the equivalent of two weeks of vacation leave. Employees with at least 15 years of service may buy-back and be paid for up to the equivalent of three weeks of vacation leave.

Leave time for which the employee is paid will be deducted from the employee's leave bank. An employee intending to request pay for vacation time must submit a memorandum to their respective Division Manager by December 15 preceding the fiscal year in which the vacation time payment will be made. The memorandum must declare the number of shifts of pay the employee will be requesting. The City will not be obligated to pay more time than declared by the employee in this memorandum. Vacation buy-back shall be placed on the employee's time sheet and processed on a regular paycheck. Employees taking vacation buy-back during an approved FMLA leave are not eligible for sick leave donations during that FMLA leave for the amount of the vacation buy-back hours.

ARTICLE 16: HEALTH, ACCIDENT, AND DENTAL INSURANCE

Section 16.1. The City shall contribute to the purchase of health and dental insurance for its employees to cover non-occupational injuries and illnesses. All full-time employees and their dependents are eligible for coverage on the first of the month following 30 days of employment and remain eligible as long as the employee is in paid status for at least 80 hours per month. This program is designed to reduce the financial hardship of employees in case of serious injuries or illnesses.

Section 16.2. The City shall maintain their participation in the Teamster's Trust throughout the life of this Agreement as long as such participation remains available and the City shall be allowed to make any plan or premium changes that are required by the Trust. CPOA acknowledges that these plans represent a change in health benefits for all employees and future retirees covered by this Agreement, including retiree health plans and premiums under the Trust which may be different from those for active employees.

Section 16.3. Health Care Review Committee. The parties recognize that the escalating cost of health care and insurance has become a significant labor-management issue. The City shall therefore maintain a Health Care Review Committee to obtain and review data and to provide input to proposals and contracts relating to health care, employee assistance program, long term

disability, and other insurance programs. This Agreement provides for health (medical dental, vision and drug) benefits through the Teamsters Trust rather than through City selected insurance carriers and therefore, the Association is not required to appoint representatives to serve on this Committee. The President or his/her designee may attend meetings as a non-voting participant where non-health benefits are discussed.

Section 16.4 Health Benefits. The City will provide the following Teamsters Trust plans: Health and Welfare plan GW (including time loss), Dental 6, and Vision 4. The City shall pay 95% of the composite rate established by the Trust for the plans defined above and the remaining amount shall be paid by the employee. The City will pay one-hundred and forty dollars (\$140.00) each pay period into a Health Reimbursement Account for each employee. The City shall also pay additional premium amounts for employees who have participated in the City's bona fide wellness program (Section 16.5 below) during the following year as follows:

- 1) The City will contribute an additional 1% of premium for employees who have participated in the City's health risk assessment in the prior year;
- 2) The City will contribute an additional 1% of premium for employees who have participated in at least one of the City's health screenings in the prior year; and
- 3) The City will contribute an additional 0.5% of premium for employees who have pledged to participate in other City wellness programs or City-approved wellness activities at least quarterly in the following year.

For employees who did not participate in the bona fide wellness program, the City will pay 95% percent of the composite rate established by the Trust and the remaining amount shall be paid by the employee. Employees with opposite sex domestic partners who can not receive coverage for such partners under the Teamsters Trust shall be eligible for reimbursement from the City for employee paid single health premiums for the partner's coverage, up to the amount of 50% of the composite rate under the Trust. Such reimbursement shall be added to the employee's soonest available paycheck following City receipt of the appropriate documentation of premium payment.

Section 16.5 Bona fide Wellness Program. The City shall initiate and maintain a bona fide Wellness Program in which all employees may participate and which shall include at a minimum health risk assessments and health screenings, at no cost to the employee.

Section 16.6 Upon retirement, employees shall have coverage available to them at their own expense under the Teamsters Trust retiree plans if they are eligible for such coverage under Trust rules; employees may also purchase available City dental and vision insurance plans at their own expense. For employees hired before June 30, 1992, the City shall pay 100% of the premium of the single (one party) Teamsters Trust retiree coverage; those employees may choose from the available City dental and vision insurance plans and the City shall pay 100% of those premiums for single (one party) coverage.

For employees retiring from the City who are not eligible for coverage through the Trust and for existing retirees who were members of CPOA at the time of their retirement, the City shall offer coverage under the non-Trust City plans offered to other City employees and retirees. For such retirees who were hired before June 30, 1992, the City shall pay the single premium amount up

to the total amount for single HMO medical and indemnity dental. This amount may be applied to single coverage with any non-Trust City offered plan, or any PERS/OPSRP offered plan for those retirees eligible for PERS/OPSRP plans, at the option of the retiree. City reimbursement for non-City health plans shall be subject to state and federal tax law and requires documentation of coverage from the retiree. There is no intent on behalf of the CPOA that this creates an option for an employee to choose between the Trust coverage and non-Trust City plans; if the retiring employee is eligible for Trust coverage, that is what the employee receives.

All retired employees shall convert to PERS/OPSRP supplemental insurance when eligible under PERS/OPSRP rules and the City will reimburse for such premiums only in accordance with the eligibility rules and limits described in this section. Should the City ever withdraw from the Trust, all employees and retirees hired before June 30, 1992 shall be entitled to City paid single health premiums up to the amount of single coverage under the then current basic plan(s). Any member hired after June 30, 1992, shall never be entitled to this benefit of City paid retiree health premiums.

Section 16.7. The City shall make available an IRS Section 125 Flexible Benefits Plan.

ARTICLE 17: LIFE INSURANCE

Section 17.1. During the life of this contract, the City will provide for the purchase of a term life insurance benefit policy, an accidental death and dismemberment benefit policy equal to 2 years of the employee's salary, and an occupational injury or disease life insurance policy equal to 2 years of the employee's salary.

Section 17.2. During the life of the contract, the City will provide the employees with a salary continuation plan with benefits no less than the plan currently in effect.

ARTICLE 18: LEAVES

Section 18.1. To reduce the cost of non-occupational illness and disability, employees shall accrue the equivalent of one shift of sick leave per completed pay period, depending on their respective shift schedule. A completed pay period for which benefits herein accrue is defined as a pay period month in which the employee has been in paid status for 11 or more 8-hour shifts, 9 or more 10-hour shifts, or 84 or more hours if working a 12-hour schedule in that pay period month. There shall be a limit of 1040 hours that can be accrued. Eligibility for sick leave benefits shall begin after the first 30 days of employment, except for Lateral Officers who are eligible for sick leave benefits immediately upon hire. No employee at or over the cap shall continue to accrue additional sick leave. Current period sick leave accrual is available for use if at the time of timesheet entry the employee is shown to have been in paid status for eleven (11) or more 8 hour shifts or 9 or more 10 hour shifts in that pay period month or 84 or more hours if working a 12-hour schedule. Sick leave can be used when an employee is off on vacation leave, holiday or compensatory leave and would be eligible to use sick leave. Sick leave that is properly utilized

shall not be used against any employee for purposes of performance evaluation, selection for special assignments or promotion.

Section 18.2 Sick Leave Use. When an employee must be away from the job because of illness of the spouse or legal dependents residing in the household, such time off will be charged against the sick leave time. It is understood that there may be some circumstances when the employee is responsible for the care of family members who do not meet the above criteria. In such cases, where the employee can be reasonably determined as the responsible person, the employee shall be allowed to charge such time against the sick leave time. Sick leave will be allowed only when an employee is unable to work because of an illness, when an employee submits proof of a doctor's appointment, or off-the-job injuries; and not for disabilities resulting from outside employment. Verification by a health provider of the employee's choosing may be required if an employee is absent more than 3 consecutive work shifts, if the City has a reason to suspect the employee is abusing sick leave, or to verify the employee is fit to return to work. Where the City requires such verification, the City will reimburse the employee pursuant to the process prescribed by the Human Resources Department for the cost of the verification to the extent such medical exam is not covered by any insurance or other benefit plan.

Section 18.3. Sick Leave Reporting. When sick leave use is required, the employee shall notify his/her immediate supervisor or the on-duty supervisor of absence due to illness or injury and the nature and expected length thereof, as soon as possible prior to the beginning of his/her regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If the supervisor is unavailable, a message may be left at dispatch. Text notification is not an acceptable form of reporting sick leave.

Section 18.4. Transfer of Sick Leave. Employees may donate sick leave to an employee who has suffered a serious non-occupational injury or illness or who has an approved family medical leave. The receiving employee must first exhaust all accrued paid leaves. Donated time will be exchanged hour for hour without a change in pay up to a limit sufficient to cover 90 calendar days after the employee exhausts his/her own paid leaves. Transferring employees must maintain a minimum sick leave accrual of 240 hours. Employees may not receive transferred leaves if they have the option to work modified duty.

Section 18.5. Bereavement Leave. In the event of a death in the immediate family (spouse, domestic partner, parent, son, daughter, sibling, parent-in-law, brother-in-law, son-in-law, daughter-in-law, sister-in-law, grandchildren, grandparents or any family member covered under the Oregon Family Leave Act (OFLA) bereavement leave, leave will be granted in accordance with state law. In addition the Chief of Police shall grant sufficient time off with pay to make funeral arrangements if necessary and to attend the funeral. A maximum of 3 working days may be granted if warranted by the situation. An additional 7 days may be charged to accumulated sick leave if required and approved by the Chief of Police. Paid leave, up to the equivalent of one shift, may be granted to the extent necessary in order to serve as a pallbearer. Paid leave must be taken within 12 months after the date on which the employee receives notice of the death of the family member.

Section 18.6. Military Leave. Military leave shall be granted in accordance with the federal and state laws for employees entering uniformed service for extended or indefinite periods of active duty or training. An employee with 6 months service with the City who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a paid or unpaid leave of absence at the employee's discretion for a period not to exceed 15 calendar days in any calendar year. Such leave shall be granted without loss of pay or other leave and without impairment of other benefits to which he/she is otherwise entitled, providing the employee receives bona fide orders to active or training duty for a temporary period and providing the employee returns to his/her position immediately upon expiration of the period for which the employee was ordered to duty.

Section 18.7. Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his/her control, and where such duties can be construed to be in the public interest, he/she will be continued at a full salary for the period of required service. Employees will be expected to report to work when less than a normal workday is required by jury or witness duties.

Section 18.8. Leave Without Pay. A regular employee may be granted leave of absence without pay up to 1 year when the work of his/her Department will not be handicapped by the employee's absence. Requests for such leaves must be in writing and must establish acceptable justification for approval by the Chief of Police. Such requests will be submitted to the Chief of Police a minimum of 30 days prior to the requested leave commencing. Response to such a request will be given to allow an employee adequate notice of its disposition prior to the period for which the leave of absence is being requested.

Section 18.9. Parental or Family Medical Leave. Parental or family medical leaves without pay will be granted in accordance with federal and state law. Length of the leave shall be determined between the employee and the family's health care provider except that in no case shall leave be granted for more than 1 year.

Section 18.10. Sick Leave Buyout.

a. PERS Tier 1 and Tier 2 Members

1. PERS Reporting: Upon retirement or separation of a Tier 1 or Tier 2 member who is in good standing and in accordance with state law, the City agrees to report to PERS the employee's accumulated unused sick leave; and

2. Cash out: Because PERS determines the monetary value of one-half (1/2) of the accumulated unused sick leave to increase retirement benefits pursuant to Oregon Administrative Rules, upon retirement or separation of a Tier 1 or Tier 2 member who is in good standing, fifty percent (50%) of the remaining accumulated unused sick leave hours will be cashed out in a lump sum payment to the employee (ex: if an employee's total accumulated sick leave at retirement or separation is 1040 hours, the remaining portion after PERS reporting is 520 hours, which will be cashed out as 260 hours at the employee's regular rate of pay).

b. OPSRP Members

1. Upon retirement or separation of an OPSRP member who has 5 or more years of service with the City and is in good standing, fifty percent (50%) of the employee's accumulated unused sick leave hours will be cashed out in a lump sum payment to the employee (ex: If an employee's total accumulated unused sick leave at retirement or separation is 1040 hours, 520 hours will be cashed out at the employee's regular rate of pay).

Section 18.11 Sick Leave/Vacation Exchange. Employees may exchange sick leave for vacation leave in accordance with the following:

Employees wishing to exchange sick leave for vacation leave must retain a minimum sick leave balance of 240 hours. The exchange may be requested once an anniversary year. Employees may exchange two (2) hours of sick leave for one (1) hour of vacation, up to the maximum as per the following:

<u>Years of Employment</u>	<u>Sick Leave Exchanged</u>	<u>Vacation Accrued</u>
0-5	32 hours	16 hours
5-10	48 hours	24 hours
10-15	72 hours	36 hours
15-20	96 hours	48 hours
over 20	120 hours	60 hours

Employees wishing to exchange leave time under this section, must submit an exchange request in writing to Human Resources. The exchange will be processed with the first available payroll. Employees on an approved FMLA are not eligible to exchange sick leave for vacation time under this section.

ARTICLE 19: THE GRIEVANCE PROCEDURE

Section 19.1. Grievance Definition. A grievance is a dispute or difference of opinion between a member covered by this Agreement and the City, as to the meaning, interpretation or application of the provisions of this agreement.

Section 19.2. The Grievance Procedure.

Step I. The employee or group of employees, with or without the Association Officer, shall present the grievance(s) or dispute(s) in writing to the employee's or group of employee's immediate supervisor (outside the bargaining group) within 14 calendar days, excluding holidays, of its occurrence or learning of the circumstances or conditions which gave rise to the grievance(s). The written notice shall contain a statement of the grievance, the sections of the contract alleged to have been violated and the remedy sought. The supervisor shall reply to the grievance(s) to the grieving employee(s) and to the Association (if not involved in the filing) by the end of 14 calendar days, excluding holidays, after the grievance(s) is (are) presented.

Step II. If the grievance(s) is (are) not resolved in Step I, or an answer is not given within the time specified, the grievance(s) shall be presented in writing, by the Association Officer to the Police Chief within 14 calendar days, excluding holidays, after the supervisor's step response, or the day such reply was due, whichever occurs first, excluding holidays. Within 14 calendar days, excluding holidays, after having received the grievance(s) the Police Chief shall respond to the Association Officer in writing.

Step III. If the grievance(s) remain(s) unresolved, the Association Officer shall, within 14 calendar days following receipt of the written response from the Police Chief, file a written request to meet with the City Manager along with their grievance(s). The City Manager shall schedule a meeting within 14 calendar days, excluding holidays, upon receipt of the Union's request to meet. The City Manager shall make a written reply to the Association Officer within 14 calendar days of the joint meeting, excluding holidays.

Step IV. If the grievance(s) is (are) not settled in Step III, the Association may refer the grievance to arbitration by giving written notice to the City Manager within 14 calendar days of receiving the written reply required in Step III. If the parties are unable to agree upon an arbitrator within 14 calendar days of the City Manager being notified of the decision to refer the grievance to arbitration, the parties shall jointly request the Oregon State Employee Relations Board to submit a panel of seven (7) arbitrators who shall be members in good standing of the National Academy of Arbitrators. The party requesting arbitration shall strike the first name and the names shall be alternately struck until one name remains. The person whose name remains shall be the arbitrator provided that either party may reject one panel of arbitrators, before striking any names. The arbitrator selected shall be notified of his selection by a joint letter from the City and the Association. The decision of the arbitrator shall be binding.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. Nor shall an arbitrator have the authority to order a remedy retroactive in its effects earlier than 25 calendars days before the filing of the grievance. He/she shall consider and decide only the specific issue submitted to him/her, and his/her decision shall be based solely upon this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Expense of the Arbitrator. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Association, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Representatives at Grievance Meetings. The Association shall not be represented by any more than three representatives, who are City employees, in meetings held in accordance with Step I through Step II; and no more than five (5) representatives who are City employees, in meetings held in accordance with Step III through Step IV. This will not limit the number of representatives the Association may have in attendance, who are not City employees. Necessary Association officials and employees directly involved in the grievance(s) being arbitrated shall be excused from duty, except in emergencies.

File Access. Certified Association representatives shall have the right to inspect and obtain copies of all pertinent documents within employee-accessible files, upon written consent of that employee.

ARTICLE 20: UNIFORMS

Section 20.1. Uniform. The City agrees to provide clothing and equipment exclusive of footwear to each officer performing assigned duties in a City-prescribed uniform. The City may also identify optional clothing which can be purchased and worn by employees at their choice and expense. If an employee purchases clothing identified by the City as approved but optional and the City revokes its approval to wear the item within one year of its purchase date, it will purchase the item from the employee for the cost of the clothing as long as appropriate documentation of the purchase amount is presented.

Section 20.2. Vest Carriers. The City agrees to provide employees external carriers for issued ballistic vests, which were formally an optional item.

Section 20.3. Non-uniformed Clothing Allowance. Regularly assigned non-uniformed employees will receive a clothing allowance of \$600 per fiscal year, paid in the first paycheck of each fiscal year. Newly assigned employees shall receive a single pro-rated allowance equal to \$50 per month for the remainder of the fiscal year. When practical the allowance will be applied to the employee's paycheck immediately preceding the start of the assignment. If not practical, the allowance will be applied to the next regular paycheck.

Temporary non-uniformed employees assigned for a period of over 60 days, shall receive \$50.00 per month for the duration of the assignment.

Section 20.4. The City shall provide cleaning services for the cleaning of clothes used on the job by employees to a maximum of three uniforms per week and two coats and one hat per year. Special circumstances or situations may warrant additional uniform cleaning. In such cases additional cleaning shall be subject to approval of the affected employee's immediate supervisor in advance. The employees shall be responsible for dropping off and picking up of individual clothes at a cleaner of the City's choice.

ARTICLE 21: MILEAGE

Section 21.1. The City will reimburse employees at the current allowable Internal Revenue Service (IRS) rate whenever they are directed and authorized to use their personal cars for approved Police Department business.

ARTICLE 22: WORKERS' COMPENSATION

Section 22.1. The City shall pay the employee's share of the workers' compensation assessment.

Section 22.2. The City will pick up the 3 day "waiting period" of time loss resulting from an on-the-job injury.

Section 22.3 On-the-Job Injury or Illness. The City maintains worker's compensation insurance for City employees as required by state law and supports an active return to work program for injured workers. Employees unable to perform any duties due to a City work-related compensable illness or injury shall be compensated in compliance with ORS 656.262(4) (b), hereafter "salary continuation." For the first 180 days of time loss, such salary continuation shall be in lieu of time loss payments from the City's workers' compensation provider and shall be at the same rate as the employee's normal rate of pay with normal deductions withheld (i.e. taxes, medical and other voluntary deductions) and at the same pay interval as the employee received at the time of injury. The rate for this compensation shall not be less than the time loss rate.

For employees with more than 180 days of time loss for an accepted workers' compensation claim, they will receive time loss payments from the City's workers' compensation provider and may supplement such benefit amount with a City paid salary supplement to his/her workers' compensation payment if such a supplement is required to assure a continuation of his/her regular net salary amount during the period of time loss. Employees must present a copy of their worker's compensation time loss check to the City within 3 working days of its receipt. The City will calculate the employee's net salary from the prior pay period (prior to when the time loss occurred). Net salary is determined by taking the employee's gross regular salary (pay period salary does not include overtime pay but is based on the hourly wage as of the end of the period) less any legal withholding exemptions to which the employee is entitled as of the time of the leave and other mandatory deductions from gross salary as actually paid and deducted in the prior pay period. Optional deductions such as credit union, deferred compensation, insurance, or United Way shall not be deducted in determining net salary. To the extent the net salary is greater than the workers' compensation payment, the City shall pay the difference to the employee as Time Loss Adjustment – Dollar Amount.

- a. Employees who are offered temporary light duty assignments that comply with their limitations as provided by their treating medical provider must accept that assignment or such salary continuation under this provision will not be paid. Salary continuation shall also not be available when the injury or illness is a result of the gross negligence of the employee. Employees not eligible for salary continuation shall receive only workers' compensation time loss benefits.
- b. An employee will not receive salary continuation after the employee is declared medically stationary by the employee's attending medical provider. The employee's entitlement to temporary or permanent disability after being declared medically stationary shall be

determined by Oregon workers' compensation law. All salary continuation paid after an employee is found medically stationary shall be recovered from the employee's permanent partial disability and future salary in the same fashion as overpaid temporary disability is recovered pursuant to ORS 656.268(14).

- c. Salary continuation is not available when the injured worker is no longer an employee of the City of Corvallis.
- d. Salary continuation is not available for injuries resulting from outside employment.
- e. Salary continuation is available for a maximum of 365 cumulative calendar days from the date the employee first misses a work day due to the injury; days when an employee has returned to work are not counted in that total.

Section 22.4. Off-duty Action. An employee who is off-duty and takes official action as authorized by law and consistent with City policy and Department general orders shall be considered on-duty for the purposes of workers compensation coverage and benefits.

ARTICLE 23 PREVAILING BENEFITS

Section 23.1. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Association and the executing of this Agreement. The City agrees that no one covered by this Agreement shall suffer a loss of compensation or economic benefits by reason thereof.

Section 23.2. The City shall provide any maintenance standards required by DPSST to maintain levels of certification.

ARTICLE 24: ACTING IN CAPACITY

Section 24.1. An employee serving as Acting in the Capacity of Police Sergeant or Lieutenant shall receive a 5 percent increase to base pay. The 5 percent increase to base pay shall be computed and applied on an hourly basis. The 5 percent increase will be in addition to any other additional pay earned by the officer, such as position pay, premium pay, bi-lingual pay or incentive pay. An officer who is assigned as a Police Training Officer may not serve as an AIC Sergeant or Lieutenant during a shift when the PTO has a recruit officer. Any employee designated by the City as a temporary Sergeant or Lieutenant shall receive a 7.5 percent premium (in addition to any other additional pay earned, such as position pay, premium pay, bi-lingual pay or incentive pay) or A-step of the applicable pay scale whichever is higher. An employee shall be considered a temporary Sergeant or Lieutenant whenever the employee performs the duties of that position for 30 or more consecutive calendar days or when the employee is selected to perform the duties of that position through a competitive selection process. A temporary Sergeant will assume all the duties of a Police Sergeant. A temporary Lieutenant will assume all the duties of a Lieutenant.

Acting in Capacity of Police Sergeant shall only apply to situations when a supervisor is not on duty and responsible for the shift or work unit. Only one employee will be designated as Acting in Capacity when shifts overlap and there is not an on-duty supervisor from either shift.

Section 24.2. Any employee who is designated a temporary Lieutenant as provided for above shall remain a member of the bargaining unit as defined in Article 1 except the employee shall assume all of the duties and be subject to the working conditions of other lieutenants of similar rank for the duration of this appointment.

Section 24.3. This Article shall not apply to any employee working in a job-related training program. The employee may request that the duration of the training program be specified in writing prior to entering into the program.

ARTICLE 25: PROBATIONARY PERIOD

Section 25.1. Purpose. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the Department by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 25.2. Duration of Probationary Period. Except as otherwise provided, every new employee hired under the bargaining unit shall serve a probationary period of 18 full months. Employees promoted into a higher classification within the bargaining unit, shall serve a probationary period of 12 full months.

Section 25.3. The Association recognizes the right of the City to terminate new employees on probationary status for any reason without appeal/grievance and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to the shifting of work schedules and job classifications, the assignment to educational courses and training programs and the requirements that such employees attend training programs. The Association also recognizes the right of the City to demote an employee on promotional probationary status to his/her previous position.

ARTICLE 26: SENIORITY

Section 26.1. Seniority means an employee's length of continuous service within their job classification within the bargaining unit since his/her last date of hire or promotion. An employee who has not completed probation shall not be considered to have seniority. For purposes of the annual vacation selection process, seniority is determined by time within the bargaining unit when officers and sergeants compete for vacation time off. When officers have the same date of hire, seniority shall be decided by application date and time (Pacific Standard Time). Additionally,

when sergeants compete with other sergeants for vacation time off, seniority is determined by the date of promotion. When sergeants have the same date of promotion, total time in the bargaining unit shall prevail.

Section 26.2. An employee shall lose all seniority credit in the event of:

- a. Voluntary resignation;
- b. Discharge;
- c. Failure to return from layoff within 30 days following notification by registered letter;
- d. Failure to return from a leave of absence within 3 days following the expiration of such leave.

Section 26.3. Seniority shall not accrue during unpaid leaves and layoffs.

Section 26.4. It is the intent of the parties that all time in the classification of Sergeant prior to inclusion into the bargaining unit is considered as bargaining unit seniority.

ARTICLE 27 LAYOFFS

Section 27.1. A layoff means a reduction in the Department work force. In the event of a reduction in the work force, layoffs will be made within each job classification on the basis of seniority, determined by the date of promotion into the affected job classification, within the affected job classification so long as the senior employees possess qualifications, aptitude, occupational skills, and ability to perform the work equal to those of less senior employees of that classification. Employees shall be given at least 30 days notice of layoff. An employee laid off from his/her job classification shall be entitled to displace an employee in a lower classification within the same job category provided the displacing employee has greater bargaining unit seniority, based on his/her date of hire not promotion, and possesses qualifications, aptitude, occupational skills, and the ability to perform the work equal to the employee displaced.

Section 27.2. Employees recalled within 24 months shall be recalled by seniority unless special occupational skills are required in the City's judgment. Notice will be sent to the employee's last known address.

ARTICLE 28: DISCIPLINARY PROCESS

Section 28.1. Discipline for employees shall only be for just cause and will normally be progressive in nature beginning with oral reprimand and proceeding to written reprimand, suspension, or demotion, and finally to discharge. In order for discipline to progress, violations of City policy or work practices must be related, otherwise discipline will normally begin with oral

reprimand. Some alternative forms of discipline may occasionally be used as more appropriate to a circumstance than those listed above. If a violation of a City policy or work practice is of a serious enough nature, an employee may be suspended and/or discharged without prior disciplinary warnings.

Section 28.2. All documentation of discipline will be placed in an employees personnel file. Documentation of discipline consists of letters and materials in support of:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension or demotion
- d. Termination

Section 28.3. The Department will maintain a complaint investigation procedure. The purposes of this procedure are:

- a. To ensure that questions concerning the actions of Department personnel are resolved in a timely manner, which is conducive to good order and discipline.
- b. To ensure the constitutional rights of employees are not violated.
- c. To protect the integrity, reputation, and good name of the City, the Department, and innocent Department personnel.
- d. To facilitate prompt and corrective action when employees are responsible for improper actions or behaviors.
- e. To identify defective procedures, systems, and equipment.

Section 28.4. The City will forward a copy of any disciplinary actions as well as a copy of the investigation supporting the disciplinary actions to the Association President or his/her designee immediately upon completion, unless the employee indicates otherwise. Any disciplinary actions that are not provided to the Association shall not be considered to be precedent setting. Any disciplinary notice shall be kept confidential within CPOA elected representatives and authorized representatives of the CPOA.

ARTICLE 29: PERSONNEL FILES

Section 29.1. Any employee, upon request, and at a mutually agreeable time, shall have access to his/her personnel files. Any employee may request management to reproduce his/her personnel file in part or in full for individual use, and such reproduction will be accomplished as soon as is practicable.

Section 29.2. In the event that any employee requests access to his/her personnel file, such access will be accomplished in the presence of a management representative.

Section 29.3. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in the personnel file. Employees shall have the right to respond in writing to this material and such response shall be attached thereto. Documentation of discipline shall be removed from an employee's personnel file upon written request by the employee providing no subsequent disciplinary actions have taken place and no internal investigations which could lead to discipline are still active during the 12-, 24-, 48- or 60-month period as follows:

- Oral reprimand – 12 months
- Written reprimand – 24 months
- Suspensions of 3 days or less – 48 months
- Suspensions of 4 or more days – 60 months

Section 29.4. All materials resulting from the pre-employment background investigation will not be subject to the above provisions and will not be utilized for disciplinary actions.

Section 29.5. Shift Files. Shift files are to be used to document employee performance and assist the supervisor in assessing performance. Once an evaluation is completed, documentation used to prepare such evaluation shall be removed from the shift file unless attached to the official performance evaluation transmitted to the personnel file. Supervisors are responsible for maintaining their shift files in a confidential manner. Employees may request and be permitted to review their shift file as soon as practicable after notice of such request and in the presence of a supervisory employee.

Section 29.6. Notice of Disclosure. When the City receives a public records request or other request for information contained in either the personnel or shift file, and the City determines that such information is subject to disclosure under the law, the employee shall be notified of such request and may, within a reasonable time, be provided with any such document if so requested by the employee.

ARTICLE 30: EDUCATIONAL REIMBURSEMENT

Section 30.1. The City encourages all employees to continue to develop themselves through special training and academic courses. The City will participate in an educational reimbursement program as follows so long as the employee has made use of all available reimbursement programs which may be provided by the state, federal government, or other agencies and within budgetary and fiscal constraints.

- a. For courses taken at the direction of the City, with the approval of the Chief of Police, the full cost of tuition and books will be paid by the City.

- b. For job-related courses taken on the employee's own initiative the City shall reimburse the employee for 50 percent of the cost of tuition, for up to 10 credits per term, provided the employee receives prior approval from the Chief of Police based on the equivalent in state per unit cost (undergraduate or graduate) at Oregon State University.
- c. Any employee who receives funds from the City for educational reimbursement must remain in the employ of the City for 1 full year after the date of payment, or must repay the City for the full amount of the reimbursement received during their last year through deduction from their final check. Educational reimbursement will not be provided to any employee whose employment is terminated prior to the completion of the course, unless the employee is terminated due to a reduction in force.
- d. All applications for educational reimbursement must be approved by the Chief of Police prior to the employee taking the course; and the employee must receive a passing grade of "C" or above in the course to be eligible for reimbursement.

ARTICLE 31: ORDERS AND MANUALS

Section 31.1. The City will furnish the Association with copies of all general and special orders issued by the Chief of Police or City representatives pertaining to wages, hours, conditions of employment, and assignment of members.

Section 31.2. The City agrees to furnish each employee with an electronic copy of the Police Department General Orders. Upon individual request, a physical copy shall be provided.

ARTICLE 32: RETIREMENT

Section 32.1. The City agrees to continue its participation in the Public Employees' Retirement System.

ARTICLE 33: TERM OF AGREEMENT

Section 33.1 This Agreement shall be effective as of the date of signing and shall be binding upon the City, the Association and its members and shall remain in full force and effect through June 30, 2022.

Section 33.2. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated

to bargain collectively with respect to any subject or matters without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

Section 33.3 After June 30, 2022, this Agreement shall automatically be renewed from year to year and shall be binding for additional periods of 1 year unless either the City or the Association gives written notice to the other not later than January 1 prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement.

ARTICLE 34: SAVINGS CLAUSE

Section 34.1. The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for the invalidated portion.

ARTICLE 35: AFFIRMATIVE ACTION

Section 35.1. It is agreed that neither party to this agreement will unlawfully discriminate in employment relations in any way. All employees agree to abide by the City Charter, ordinances, and affirmative action policies of the City of Corvallis and to support and achieve the goals of the City's Charter, ordinances, and Affirmative Action Plan.

ARTICLE 36: LIABILITY INSURANCE

Section 36.1. The City shall continue to cover employees during the life of the contract with no less liability protection than is currently in effect.

Section 36.2. The City will not enter into subrogation against any employee or the Association for losses paid by the City or its insurance carrier.

ARTICLE 37: WORK EQUIPMENT REIMBURSEMENT

Section 37.1. The City shall reimburse employees for personal property stolen, damaged or destroyed in customary and usual amounts, when in the City's judgment such loss is the direct

result of the employee's performance of his/her official duties; however, reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, or destruction. The final decision whether to reimburse the employee will rest with the City. Only those personal items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement.

ARTICLE 38: POLICE OFFICER'S BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to the protection of what hereafter shall be referred to as the "Police Officers Bill of Rights," which shall be added to regulations or orders of the Corvallis Police Department.

The wide ranging powers and duties given to the Department and its members involve them in various contacts and relationships with members of the public. From these contacts questions may arise concerning the conduct of members by superior officers. In an effort to insure that investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

A. Definitions

1. Informal Inquiry

A meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine if a formal investigation should be commenced.

2. Formal Investigation

The process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for seeking his or her discharge or suspension in excess of 3 days.

3. Interrogation

The questioning of an officer pursuant to the Department's complaint investigation procedures in connection with an alleged violation of the Department's rules which may be the basis for discharge of the employee or suspension in excess of 3 days. This term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not themselves result in discharge or suspension in excess of 3 days.

B. Procedures

- a. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. The officer shall be informed beforehand of the

names of all complainants. The information shall be sufficient to reasonably apprise the officer of the nature of the investigation.

- b. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.
- c. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during the interrogation.
- d. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.
- e. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.
- f. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.
- g. An employee involved in an interview or interrogation that the employee has a reasonable basis to believe will result in disciplinary action against him/her has the right to union representation if they so request. The interview or interrogation may not be unduly delayed awaiting a particular unavailable representative when other suitable representatives are available. The exercise of this right to representation cannot unduly interfere with the legitimate needs of the employer. The representative may not be an employee involved in any way in the matter under investigation whether as a complainant, respondent, or witness. The rights set forth herein are subject to the limitations and responsibilities as set forth in *NLRB v. Weingarten*.
- h. The officer under investigation shall have the right at any time to request legal counsel of his or her choosing at any time before or during interrogation.
- i. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with these rights may not be used as disciplinary evidence against any officer in the bargaining unit.
- j. No officer shall be required to submit to a polygraph test or any type of detection of deception test as a result of an investigation or as a condition of continued or continuous employment.

- k. The rights of officers as set forth herein shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and the State of Oregon.

ARTICLE 39: COMMUNITY POLICE REVIEW ADVISORY BOARD

The City has created and has the right to maintain a Community Police Review Advisory Board, hereinafter referred to as Board. This Board has no authority to create policy or to determine discipline. The Board's review of complaints will not take place prior to the completion of the Police Department's Investigation. Information obtained in the complaint review process will be submitted to the Corvallis Police Department for further investigation. The by-laws and rules of procedure of the Board are not intended to modify any terms of this Agreement. In the event of a conflict between those by-laws or rules and this Agreement, this Agreement will control.

Employees have the right to attend any hearing of the Board involving a complaint against them, including the right to have their collective bargaining representative and/or attorney present with them. However, no employee shall be required by the City to attend any such hearing. Hearings will not be delayed in order to accommodate the presence of any specific representative if other suitable representation is available.

ARTICLE 40: CASUAL EMPLOYEES

Section 40.1. Casual Employees. The City may offer eligible CPOA members the opportunity to work back as "Casual Employees" immediately upon retirement in accordance with state law. The City will only hire retired CPOA members as casual employees, and as such are at will employees. CPOA members may work as casual employees as long as the following criteria are met.

- A. There are vacancies in full-time sworn positions and/or there are sworn recruit officers in training and therefore not fully realized in regular staffing.
- B. Retired CPOA members who work back as casual employees will work at their current position and will hold all of the same authority and rank of their classification prior to starting this program, including special assignments and AIC. Casual employees will work their regular work schedule while working back and will be paid at their same hourly rate they received immediately prior to retirement.
- C. Retired CPOA members will only be eligible for regular work shifts, short duration operational vacancies (additional shifts or continuation shifts will be paid at straight time), training, or callback for court appearances. Retired CPOA members will not be eligible to work shifts normally posted for CPOA members to sign-up for and receive overtime pay.

- D. Should layoffs become necessary, retired CPOA members will be the first employees dismissed (laid off) before regular employees covered by the Collective Bargaining Agreement.
- E. In the event there are laid off employees eligible for recall, regular employees will be recalled, per the Collective Bargaining Agreement, before retired CPOA members are recalled.
- F. Scheduled time off during the casual assignment must be submitted in advance with the employee's supervisor.
- G. "Immediately" is defined as: The next shift following their retirement, or a date mutually agreed upon by the retired CPOA member and the City.
- H. The Chief of Police is the final approving authority and will make such casual hires on a case-by-case basis.
- I. Casual Employees are not covered by this Agreement, including but not limited to the right to grieve and will not be on the vacation calendar.

ARTICLE 41: LATERAL OFFICERS

Section 41.1. Lateral Officers Definition. A Lateral Officer is a newly hired employee who is already certified as a police officer by the State of Oregon or who has the Basic Police Course waived by the Oregon Department of Public Safety Standards and Training (DPSST).

Section 41.2. Lateral Officers Hiring. The Chief of Police may, at his/her discretion, start Lateral Officers up to Step 6 of the pay scale, consistent with years of experience. Lateral Officers will not be subject to the reduced Recruit Step under Section 10.1.

Section 41.3. Lateral Officers Vacations. Upon hire, Lateral Officers may receive credit for time already served as peace officers for placement on the vacation accrual scale. Lateral Officers may be credited with up to 12 months accrual upon hire and shall not accrue additional leave until the Officer has served equivalent months. Lateral Officers shall be eligible to request leave immediately upon hire (subject to approval) and shall not be eligible to buy back leave during the first 12 months. If Lateral Officers separate from the City during the first 12 months, cash-out of leave will be pro-rated based on months served minus any vacation time used.

Section 41.4. Lateral Officers Leaves (Sick). Upon hire, Lateral Officers may be credited with up to 100 hours of sick leave, and shall not accrue additional sick leave until the Officer has served equivalent employment months, and shall be eligible to utilize leave immediately. If a Lateral Officer separates from the City during the first 12 months, cash-out of leave will be pro-rated based on months served minus any sick time used.

Section 41.5. Lateral Officers Probationary Period. Lateral Officers shall serve a probationary period of 12 months; if a probationary Lateral Officer is not meeting performance standards, the Chief of Police has the discretion to extend the probationary period up to 18 months. Extension(s) cannot be grieved under Article 19.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same by their officer and agents as duly authorized on this February 21, 2018.

CITY OF CORVALLIS

CORVALLIS POLICE OFFICERS
ASSOCIATION

By: Mark W. Shepard
Mark Shepard, City Manager

By: Mike Mann
Mike Mann, CPOA President

By: Todd Lyon
Todd Lyon, Chief Negotiator

By: Clayton Barry
Clayton Barry, Chief Negotiator

By: Mary Beth Altmann Hughes
Mary Beth Altmann Hughes
Human Resources Director

By: Greg Kantola
Greg Kantola, Negotiating Team Member

By: Daniel Hendrickson
Daniel Hendrickson, Police Captain

By: Michael Hinckley
Michael Hinckley, Negotiating Team Member

By: Nick Hurley
Nick Hurley, Police Captain

By: Karin Stauder
Karin Stauder, Negotiating Team Member

By: Jason Harvey
Jason Harvey, Police Lieutenant

By: Pete Dunn
Pete Dunn, Negotiating Team Member

By: Cord Wood
Cord Wood, Police Lieutenant

Appendix A Staffing Levels

The parties agree not to bargain staffing levels in these negotiations. Upon completion of the department staffing study, projected to be sometime in the fall of 2008, the Association has the right to demand to interim bargain staffing levels as provided for under SP 400 (2007). If the Association demands to bargain it shall present the City with evidence it believes creates staffing as a mandatory subject of bargaining.