



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BEND

AND

THE BEND POLICE ASSOCIATION

2009 - 2012

TABLE OF CONTENTS

Section One. Recognition	3
Section Two. Check-Off/Payroll Deductions	4
Section Three. Employee Rights.....	4
Section Four. Management Rights.....	5
Section Five. City Security	5
Section Six. Association Business	5
Section Seven. Agreement Renewal	5
Section Eight. Special Conferences	6
Section Nine. Personnel Manual/Agreement.....	6
Section Ten. Bulletin Board.....	6
Section Eleven. Outside Employment	6
Section Twelve. Seniority	6
Section Thirteen. Working Out of Classification	7
Section Fourteen. Hours of Work	7
Section Fifteen. Shift Changes.....	8
Section Sixteen. Overtime	8
Section Seventeen. Compensatory Time	8
Section Eighteen. Holidays.....	9
Section Nineteen. Vacations.....	10
Section Twenty. Sick Leave	11
Section Twenty-One. Long Term Disability Insurance.....	12
Section Twenty-Two. On-the-Job Injury/Illness Insurance.....	12
Section Twenty-Three. Leave of Absence with Pay.....	12
Section Twenty-Four. Leave of Absence Without Pay	13
Section Twenty-Five. Parental Leave.....	13
Section Twenty-Six. Military Leave.....	13
Section Twenty-Seven. Salaries.....	13
Section Twenty-Eight. Grievance Procedure.....	14
Section Twenty-Nine. Discipline and Discharge.....	16
Section Thirty. Health, Dental and Life Insurance	16
Section Thirty-One. Liability Insurance	18
Section Thirty-Two. Retirement.....	18
Section Thirty-Three. Mileage/Expenses Allowance	18
Section Thirty-Four. Clothing and Uniforms.....	18
Section Thirty-Five. Layoff.....	19
Section Thirty-Six. Probation	19
Section Thirty-Seven. Personnel File	19
Section Thirty-Eight. Police Proficiency Incentive Program	20
Section Thirty-Nine. Educational Expenses	22
Section Forty. Restriction on Use of Uniform.....	23
Section Forty-One. Savings Clause	23
Section Forty-Two. Termination and Duration	23

AGREEMENT

THIS AGREEMENT is entered into this first day of July, 2009 between the City of Bend, Oregon, hereinafter referred to as the "City", and the Bend Police Association, hereinafter referred to as the "Association".

The mailing address of the City shall be "City of Bend, P.O. Box 431, Bend, OR 97709-0431." The mailing address of the Association shall be "Bend Police Association, 555 NE 15th Street, Bend, OR 97701."

The purpose of this Agreement is to set forth the full agreement between the parties on matters relating to employment relations, the promotion of harmonious relations, the establishment of a peaceful procedure for resolution of differences, and the establishment of rates of pay, hours of work and other specified working conditions.

Section One. Recognition:

A. The City recognizes the Association as the sole and exclusive bargaining agent for all employees in the following classifications with respect to wages, hours, and other conditions of employment:

1. Community Service Officer
2. Records Specialist
3. Police Officer
4. Police Sergeant
5. Police Detective
6. Police Aide
7. Communications System Specialist
8. Receptionist
9. Yes Counselor
10. Administrative Specialist (Police Association)
11. Police Community Liaison
12. Part time Police Department employees in the positions listed above who have worked for the department for at least six (6) consecutive months and who work an average of at least 20 hours per week, excluding confidential and supervisory employees. Benefits and accruals for this class of Association members shall be pro-rated at 50% of the benefit and accrual level provided to regular employees.

B. The City may combine existing job classifications or create new job classifications and wage rates therefore. If the Association objects to the wage rates, the City agrees to negotiate with the Association regarding the wage rate and, if necessary, the reasonableness of the rate shall be submitted to the appropriate impasse procedure.

Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

Section Two. Check-Off/Payroll Deductions:

A. The City, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the City, will deduct Association dues and insurance premiums from the wages of such employee.

B. Any authorization for payroll deductions may be cancelled by an employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the first day of the following month.

C. The City will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

D. Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee shall have deducted from his pay by the City, as a condition of employment, a monthly service fee in lieu of dues in an amount certified to the City by the Association. This service fee shall be used on a pro-rata basis solely to defray the cost or its services rendered in negotiating and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

E. Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require the employee to inform the City and the Association of his objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.

F. The City of Bend shall make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon proper receipt of proper authorization. Employees are responsible for notifying the Payroll Office of changes in deductions.

G. The Association agrees to indemnify and hold harmless the City from any claims arising out of the provisions of Subsections A through E.

Section Three. Employee Rights

A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his exercise of these rights.

B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, gender, religion, national origin, union affiliation, disability, family status, sexual orientation, gender identity,

political affiliation, or other protected status in accordance with applicable laws. Nothing in this section shall prohibit the City from establishing bona-fide occupational criteria. Each party shall share within the limits of their responsibility the application of this provision of the Agreement.

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

Section Four. Management Rights

The City shall retain the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights (and functions) not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

Section Five. City Security

The Association agrees its membership will not participate in a strike, work stoppage, slowdown or other concerted interruption of the City services.

Section Six. Association Business:

The Association agrees that members of the Association selected to serve, as official representatives will be currently certified in writing to the Human Resources Manager. Association Representatives shall be granted time off with pay to perform their duties as long as, in the judgment of the Chief or his designee, the requests are reasonable and do not unduly disrupt the operations of the City.

This section does not apply to contract renewal negotiation meetings (see Section Seven).

Section Seven. Agreement Renewal:

The Association's negotiation team, shall be permitted to attend negotiation meetings with the City without loss of pay relative to securing contract renewal. Not more than four (4) members of the negotiation team maybe on duty while participating in negotiation meetings and no more than two (2) on-duty Association participants may be from any single division. The dates, times, and places for these negotiating sessions shall be established by mutual agreement between the parties.

Section Eight. Special Conferences

Special conferences for important matters may be arranged between the Association President and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) official Association members shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.

Section Nine. Personnel Manual/Agreement

The City agrees to furnish each employee of the bargaining unit with a copy of the City Personnel Manual and a copy of this Agreement. The cost of printing and assembling copies of this Agreement will be borne by the Association. New employees shall be provided with the above at the time of their appointment. The City will furnish the Association with copies of all directives from within the Police Department pertaining to wages, hours and conditions of employment.

Section Ten. Bulletin Board

The City agrees to maintain a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board. Such posting shall promote good relations between the parties.

Section Eleven. Outside Employment:

A. Employees wishing to engage in off-duty employment with another employer must obtain approval from the Police Chief.

B. An employee who affects an off duty arrest pursuant to department policy shall be subject to the chain of command, protected by The City's worker's compensation insurance and compensated through The City at the employee's regular rate of pay.

Section Twelve. Seniority:

A. "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service with the Department since his last day of hire.

B. The City will provide the Association with a copy of the Seniority list on July 1 of each year.

C. An employee shall lose all seniority in the event of voluntary quitting or discharge. However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

Section Thirteen. Working Out of Classification:

An employee who is assigned to fulfill the duties and responsibilities of a position in a higher classification for a continuous period of more than one work week, shall be paid at the next higher rate of pay according to promotional policy for all time worked in such higher classification.

Section Fourteen. Hours of Work:

A. A normal work day is defined as a 24-hour period commencing with the employee's scheduled shift day.

B. A normal work day for employees may consist of:

1. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), inclusive of paid thirty (30) minute meal break.
2. Eight (8) hours per day on the basis of a five-day work week (5-8 Plan), exclusive of a sixty (60) minute unpaid meal break.
3. Ten (10) hours per day on the basis of a four-day workweek (4-10 Plan), inclusive of a thirty (30) minute paid meal break.
4. Twelve (12) hours per day on the basis of four days on - four days off (4-12 Plan), inclusive of a thirty (30) minute paid meal break.
5. Community Service Officers may be assigned to a bi-weekly work schedule consisting of three consecutive twelve hour days and one eight-hour day on with three days off, followed by three consecutive twelve-hour days on and four days off. Work shifts are inclusive of a thirty (30) minute paid meal break. Overtime will be paid for all hours worked beyond the regularly scheduled workdays as delineated in the bi-weekly period.

They will work 2080 hours per year, with 1976 hours of straight time based on a forty (40) hour work week plus 104 hours of overtime based on an extra four (4) hours per work week every other week when they are working the schedule as set out. Taking their hourly rate as reflected in the Salary Schedule and adjusting as follows will recalculate the hourly rate for these employees:

$$n \times 1976 \text{ hours} + 1.5 n \times 104 \text{ hours} = \text{current salary}$$

n = newly adjusted hourly rate

Any hours that the employee works in excess of the regularly scheduled work day or week shall result in being paid overtime at the hourly rate set forth for a forty (40) hour work week in the salary schedule. For employees taking leave without pay, the hourly rate used to reduce pay shall be determined by dividing the annual salary of the affected employee by the normal number of work hours per year, which is 2080.

C. A normal work week shall consist of a seven- day calendar period commencing 0001 hours Sunday and ending 2359 hours the following Saturday, except as provided under (B) of this Section.

D. Time worked in excess of a regularly scheduled work week, due to shift scheduling, shall not be considered as an extension of the normal work week for purposes of premium pay and overtime unless the provisions of Section 15 hereof were not observed.

E. Any member of the Association, upon approval of the Chief of Police, may work a schedule, which differs from the normal work day or work week as defined in this article. Any schedule instituted under this section shall be in writing, and the employee and the Chief of Police or his designee must execute an agreement. Said agreement shall contain a description of the schedule and the length of time the employee shall be required to work the agreed upon schedule. The employee may terminate the agreed upon work schedule by notifying the Chief of Police in writing of his intention to terminate. Such notice shall be submitted at least three (3) weeks in advance of the requested termination date. The Chief of Police or his designee may terminate any work schedule or remove any employee from a work schedule as long as such termination is consistent with the provisions of this contract.

Section Fifteen. Shift Changes:

An employee will be given adequate advance notice of any changes in his regular hours of work, except where an emergency exists. Notice will be given not less than two weeks prior to the employee's change of work schedule.

Section Sixteen. Overtime:

A. As used in this agreement, overtime shall mean that time an employee is authorized and directed to work in excess of eight, ten, or twelve hours in one day as provided in Section 14(b) or on any day in addition to a normal work week.

B. Overtime shall be computed to the nearest 30 minutes.

C. Authorized call back overtime shall be a minimum of three (3) hours, except that a minimum of four (4) hours shall be paid for court call back overtime. At the conclusion of the court appearance, or specific duty for which an officer is called back, he shall go on off-duty status. An employee shall not be considered called back to duty if the court appearance is within two (2) hours of the start of an employee's regularly scheduled shift or within one hour of the end of a regularly scheduled shift. Such an employee shall be compensated in accordance with standard overtime procedures.

D. Overtime shall be paid at the rate of time and one-half the regular rate of pay.

E. All witness fees, mileage allowance and related remuneration paid for appearance in court proceedings resulting from employment with the Bend Police Department, shall be turned over to the City.

Section Seventeen. Compensatory Time:

A. Subject to the work requirements of the department, the Police Chief or designee may allow compensatory time off in lieu of overtime payment. Compensatory time shall be computed pursuant to Section 16(d).

B. For all members, the maximum number of hours of compensatory time that may be accrued shall be 120 hours.

C. Upon termination, retirement or death, the employee or heirs shall receive cash compensation for accrued compensatory time at the employee's rate of pay. To take accrued compensatory time, the employee shall first make a request on forms provided by the City and submit said request to the Police Chief or his designee.

D. An employee who is on compensatory leave and must appear in court to testify, shall have the hours of compensatory leave reinstated on an hour-for-hour basis for all hours worked testifying. In cases in which the leave has been authorized prior to receipt of the notice to appear, time worked for all hours worked testifying shall be compensated at the rate of time and one half the employee's regular rate of pay.

Section Eighteen. Holidays:

A. An employee who works on a holiday or whose scheduled day off falls on a holiday shall be compensated at the rate of time and one-half. Compensatory time may be granted in lieu of payment subject to the provisions of Section Seventeen.

B. Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against his leave.

C. The following days shall be recognized and observed as guaranteed paid holidays:
NEW YEARS DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
MEMORIAL DAY
FOURTH OF JULY
LABOR DAY
VETERANS DAY
THANKSGIVING
FRIDAY AFTER THANKSGIVING
CHRISTMAS
BIRTHDAY OF EMPLOYEE

D. Subsections A. through C. shall not apply to the following positions and work schedules:

1. Officers assigned to work the 4-12 schedule in the patrol unit. In lieu of designated paid holidays and the special compensatory time of four shifts per year previously granted for working the 4-12 schedule, officers who work the 4-12 schedule shall receive, in addition to their regular rate of pay, 20.5 hours of compensatory time per month. Compensatory time may be taken as pay or be accrued in the compensatory time bank.

2. Community Service Officers. In lieu of designated paid holidays, Community Service Officers shall receive, in addition to their regular rate of pay, 11.00

hours of compensatory time per month. Compensatory time may be taken as pay or be accrued in the compensatory time bank.

3. Part-time Association Members. In lieu of designated paid holidays, part-time Association members shall receive in addition to their regular rate of pay, 4.00 hours of compensatory time per month. Compensatory time may be taken as pay or be accrued in the compensatory time bank.

Section Nineteen. Vacations:

A. Permanent employees having served continuously in the City Service for twelve (12) full calendar months shall be credited with eighty (80) hours vacation leave. Thereafter, vacation leave shall be credited monthly at the following rates:

<u>Months of Service</u>	<u>Years</u>	<u>Vac/Mo 40 Hr Sch</u>	<u>Vac/Mo 48 Hr Sch</u>
12-48	1-4	8 hours	10 hours
49-108	4-9	10 hours	12 hours
109-180	9-15	12 hours	14 hours
181-240	16-20	14.33 hours	16.33 hours
241-300	21-25	16 hours	18 hours
301+	26+	17 hours	19 hours

B. "Continuous Service" is defined as that service unbroken by separation from the City Service, except that time spent by military, Peace Corps, vacation or sick leave. Time spent on other types of authorized leave will not count as time for continuous service, except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

C. Employees shall be responsible for planning, initiating requests for and using vacation credit. In case of conflicts between employees concerning the scheduling of vacations, the employee with the longest period of service with the City shall be given first consideration. Once a vacation has been scheduled, it will not be changed absent an emergency, as defined in Webster's Dictionary.

D. Upon termination of a permanent employee for any reason or in the event of his or her death, a lump sum payment shall be paid for all earned but unused vacation credits.

E. Accumulation of vacation credit is to be discouraged. Normally a maximum of two year's accrued vacation credit may be carried into the next calendar year. An employee who accumulates vacation credit in excess of two year's accrual will be (1) paid in cash for such at the employees current rate of pay, or (2) have the excess carried over for a limited extension by the Chief of Police. Vacation leave for which payment is made shall be canceled.

F. Vacation leave shall not be earned during the time an employee is on leave without pay (LWOP) for more than one calendar month or if employee qualifies for long term disability.

G. An employee who is on vacation leave and must appear in court to testify shall have the hours of vacation leave reinstated on an hour-for-hour basis for all hours worked testifying. In cases in which the leave has been authorized prior to receipt of the notice to appear, time worked for all hours worked testifying shall be compensated at the rate of time and one half the employee's regular rate of pay.

Section Twenty. Sick Leave:

A. Employees shall accumulate sick leave at the rate of eight hours for each full month of service. Sick leave may be accumulated to a maximum of two thousand (2000) hours. Eligibility for the sick leave benefit is established after the first thirty (30) days of employment.

B. When an employee must be away from the job because of a serious illness in the immediate family, such time off may be granted by the Police Chief and charged against sick leave time.

C. With the single exception of Subsection (B), sick leave will be allowed only when an employee is unable to work because of illness, off-the-job injuries or purposes relating to pregnancy and childbirth. Verification of illness by a doctor's certificate may be requested by the City.

D. Unused sick leave shall not be compensated directly upon termination or death, but the City will convert unused sick leave to retirement benefits pursuant to Oregon Revised Statutes.

E. For the purpose of this Section, immediate family is defined to include spouse, registered domestic partner, children, stepchildren, parents, stepparents and other relatives living in the employee's household.

F. Any such sick leave shall be for no longer period than the employee has sick leave credit. Additional sick leave shall not accrue during the time an employee is off work while on leave without pay for more than one month or if eligible to receive long term disability insurance benefits.

G. If an employee uses less than 48 hours of sick leave per calendar year (beginning and ending dates to correspond to those used for payroll purposes), said employee shall have the following options: (a) maintain the unused accumulated sick leave on the books for future use and potential credit toward PERS retirement benefits, (b) transfer to vacation time an amount equal to the difference between 48 hours and the number of hours of hours of sick leave used during the calendar year, or (c) receive pay for unused sick leave hours equal to the difference between 48 hours and the number of hours of sick leave used during the calendar year. For options (b) and (c) the sick leave accrual balance will be reduced by the hours transferred or paid.

H. An employee who is on sick leave and must appear in court to testify shall have the hours of sick leave reinstated on an hour-for-hour basis for all hours worked testifying.

Section Twenty-One. Long Term Disability Insurance:

A. During the life of this Agreement, the City will provide a long-term disability benefit to insure a sixty-six and two-thirds percent (66-2/3%) of the current base salary for an employee who works at least thirty (30) hours a week, if disabled due to off or on-the-job injury or illness.

B. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness.

C. If an employee becomes disabled, the employee shall not be terminated until two (2) years have elapsed since the onset of the disability.

D. After ninety (90) days, disabled employees will be on leave from the City without pay unless receiving benefits as provided in this Agreement.

E. Sick leave shall not be used if an employee is eligible to claim long-term disability benefits.

Section Twenty-Two. On-the-Job Injury/Illness Insurance:

The City shall provide On-the-Job Injury Insurance during the life of this contract. Employees who sustain an injury or illness compensable by Workers Compensation and who are unable to perform their normal duties will receive take home pay equal to the difference between their regular salary after standard deductions; i.e., taxes, PERS, FICA (net pay) and compensable benefits for lost time for a period of ninety (90) days following the injury or illness. Whenever an employee receives a check from Workers Compensation, he shall report to the City the amount of the check and the period for which it represents payment.

After ninety (90) days, an employee may supplement the Workers Compensation benefits by utilizing the employee's accumulated sick, holiday, vacation or compensatory time in order to cause no reduction in the employee's net pay.

Section Twenty-Three. Leave of Absence with Pay:

Employees may request leave of absence with pay. Each request will be considered and judged on its own merits and the following guidelines used by the Police Chief with the concurrence of the City Manager:

A. **Compassionate Leave.** In the event of a death in the immediate family, an employee shall be granted a leave of absence not to exceed one (1) work week with pay. For the purpose of this Article, immediate family is defined to include spouse, registered domestic partner, parents, children, brother, sister, grandparents, in-laws of such relationships, and persons who reside in the employee's household.

B. **Funeral Participation.** When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony, he will be granted a leave of absence with pay up to four (4) hours.

C. Jury Duty. When a City employee is called for jury, he or she will not suffer any loss of compensation. All monies received for jury duty will be surrendered to the City. Employees will report for work when less than a normal work day is required by such duty.

D. Witness Leave. A leave of absence with pay shall be granted for a for a court appearance as a witness in response to a subpoena compelling the employee's attendance in direct connection with the employee's officially assigned duties.

Section Twenty-Four. Leave of Absence Without Pay

A. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the department head, subject to the approval of the City Manager, may grant a leave of absence without pay not to exceed ninety (90) calendar days.

B. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Manager.

C. Request for a leave of absence must be in writing and must establish reasonable justification for approval of the request.

Section Twenty-Five. Parental Leave

Parental leave may be taken without pay pursuant to applicable state law. However, while out on parental leave, an employee shall have the right to utilize their accumulated vacation time, compensatory time, sick leave and holiday time while they are on leave. Parental leave shall not exceed twelve weeks, without prior approval from the City.

Section Twenty-Six. Military Leave

Military, alternative service and Peace Corps leave shall be granted in accordance with the Oregon Revised Statutes.

Section Twenty-Seven. Salaries

A. Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A. attached hereto and incorporated herein.

Effective January 1, 2010 and January 1, 2011, all employees' salaries schedules in Appendix A shall be increased by two per cent (2%). The parties agree to reopen contract negotiations not later than March 11, 2011 on salaries only for the third year of this agreement (Section 27).

B. Each employee shall be paid at one of the steps in the range prescribed for his classification.

C. Normally an employee will be appointed at the first step of the range prescribed for his classification.

D. A new employee starting at the first step is eligible for consideration for advancement to the second step of the salary range of his classification at the beginning of the next pay period following completion of six months of service. An employee in the second step of the salary range is eligible for consideration for advancement to the third step of his classification at the beginning of the next pay period following twelve (12) months of continuous service in Step 2. An employee will thereafter be eligible for consideration for advancement each successive twelve (12) month period until the 5th Step of the salary range is obtained.

E. When an employee is promoted to a position in a higher salary range, he will receive a salary increase equal to at least one pay increment in the Pay Plan not to exceed the salary step immediately below the maximum for the salary range, at the discretion of the Department Head. Upon promotion, an employee will be eligible for a merit increase following six months of continuous service in the new classification. Thereafter, consideration for merit increases will follow each twelve (12) months of service until he reaches the maximum for that classification.

F. Officers assigned to the CERT Team will receive an additional five percent (5%) premium pay for actual CERT call outs for tactical duty.

H. Officers assigned to special assignments such as DARE and Community Policing will be compensated at a rate equivalent to the Detective classification. The compensation shall take into account both base monthly pay and value of the holiday bank.

I. Officers who function as Field Training Officers will receive additional five percent (5%) premium pay while performing FTO duties.

J. Officers performing hazardous duty such as motorcycle patrol will receive additional five percent (5%) premium pay.

K. Association members who are proficient in Spanish or American Sign Language (ASL) will receive an additional \$1.15 per hour premium pay. The Association and Police Department management will jointly establish criteria and testing to determine eligibility.

L. Officers assigned to the K-9 Program will be compensated for care and maintenance of their canine for 30 minutes per calendar day, at the officer's regular rate of pay.

M. Detectives shall receive 1.5 hours of overtime compensation per day when required to standby.

Section Twenty-Eight. Grievance Procedure

A. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

B. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following procedure:

STEP I: The employee shall discuss the grievance with his immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof, or the employee's knowledge thereof. The supervisor shall respond to the grievance as quickly as possible, but no later than ten (10) days after the grievance is first discussed.

STEP II: If after ten (10) days from the date of receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee shall submit written notice to the supervisor with a copy to the Association including (1) a statement of the contract violated, (2) specific provision(s) of the contract violated, and (3) the remedy sought. The supervisor shall respond to the employee in writing within ten (10) days.

STEP III: If after ten (10) days from the date of receipt of the supervisor's reply, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the Police Chief. The Chief may meet with the employees' immediate supervisor and the aggrieved party, who may request an Association representative at the hearing. The Chief shall respond to the grievance in writing within ten (10) days.

STEP IV: If after ten (10) days from the date of receipt of the Chief's reply, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the City Manager of the City. The City Manager shall meet with the aggrieved party, Association representative and the Chief of Police, and shall respond to the grievance in writing within ten (10) days.

STEP V: If the grievance is not resolved within ten (10) days from submission of the grievance to the City Manager, the employee, with the Association's approval, shall have fifteen (15) days to serve notice to the City Manager, in writing, of its intent to arbitrate. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within five (5) days of service of the notice of the intent to arbitrate, he shall be chosen in the following manner:

1. A list of seven members of the Oregon State Conciliation Service shall be requested and the parties shall alternately strike one name from the list, until only one is left. The first strike shall be determined by lot. The remaining shall be the arbitrator. One day will be allowed for the striking of each name.

2. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated; he shall have no authority to alter, modify, vacate or amend any terms of the Agreement, or to decide on any condition which is not specifically treated in this Agreement. Insofar as the decision of the arbitrator is within the scope of his authority, as described above, and is based on substantial evidence, his decision shall be final and binding on both parties.

3. The parties agree that the hearing shall not be bifurcated. Should the employer claim any lack of procedural or substantive arbitrability, the arbitrator shall hear that at the same time as the case is heard on the merits.

4. The costs of the arbitrators shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

5. Any information, material or testimony of witnesses not previously made known by one party to the other prior to the conclusion of the City Manager's deliberations in STEP IV may not be used in arbitration.

C. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a granting of the grievance. However, if the parties cannot agree on a remedy, the remedy may be submitted to arbitration. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

Section Twenty-Nine. Discipline and Discharge

A. Disciplinary measures shall consist of only the following: oral reprimand, written reprimand, unpaid suspension, disciplinary demotion, transfer or discharge. Discipline may be imposed only for just cause.

B. If the City has reason to reprimand an employee, it will attempt to do so in a manner that will not embarrass the employee before other employees or the public.

C. All employees shall have the right to refuse a polygraph examination without adverse consequences.

D. The Association shall have the right to grieve disciplinary matters. Any oral reprimand shall be grievable only through the City Manager's STEP IV in Section 28, Grievance Procedure.

E. Should the City believe that the disciplinary offense for which the employee is being charged is covered by the provisions of ORS 243.706 the City will so notify the employee with specificity as to which sections of the statute the City is relying upon for what acts the employee is alleged to have done. Failure to raise this statutory remedy by the City at the pre-discipline or pre-termination stage shall be a waiver of the City's right to rely on it thereafter.

Section Thirty. Medical, Dental and Life Insurance

A. Medical. During the life of this Agreement, the City shall provide each employee with a family medical, hospital, major medical and vision insurance plan at the current benefit level.

B. Dental. During the life of this Agreement, the City shall provide each employee with a family dental and orthodontic insurance plan at the current benefit level.

C. Life. During the life of this Agreement, the City shall provide, \$50,000 24- hour life insurance protection for each employee.

D. Retired Employees. The City will provide access to a medical plan and payment of premiums for a retired employee providing:

1. The employee has worked for the City of Bend 15 years prior to retirement.
2. The employee retires after his/her 50th birthday for emergency personnel and 55th birthday for non-emergency personnel birthday.
3. A medical benefits plan is available under current Agreement with an insurance carrier and the employee and dependents (if applicable) qualify for such a plan.
4. The employee and dependents (if applicable) are continuously insured under group coverage prior to age 60 for emergency personnel and 62 for non-emergency personnel. Employees retiring prior to age 60 or 62, as applicable, shall be responsible for paying insurance premiums for themselves and their dependents (if applicable) until they qualify for City-paid benefits. Employees who allow a lapse in coverage will not be eligible for future City-sponsored insurance or payment of premiums.
5. Upon reaching age 60 or 62, as applicable, the City will pay the premium for the retiree for coverage under the City group retiree or PERS- sponsored insurance plan, if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement.
6. The City will pay the PERS-sponsored supplement to Medicare insurance premium for the retiree beginning at age 65 if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement.

Dependents may be included in City-sponsored insurance only as long as the retired employee is covered under the group or conversion plan, providing the dependents qualify under current policy agreements and the dependents have been continuously insured under a City-sponsored policy.

Regardless of the above, all retired employees and spouses are eligible for PERS insurance coverage at their own expense providing the employee is eligible for retirement benefits.

E. The cost of the medical, and dental insurance described above shall be paid 93% by the City and 7% by the employee.

F. Employee Health Insurance Committee. The Association will appoint two members to represent the Association. The committee will look at ways of controlling costs, and

offer alternative plans for Association members to participate if they chose.

G. In the event that current insurance programs are no longer available:

1. The parties agree to meet within 30 days to obtain insurance that, considered as a whole, is equivalent to the current benefit level.
2. If no agreement has been reached after 30 days of bargaining, the parties will submit the issue to arbitration.

Section Thirty-One. Liability Insurance

The City shall continue to cover employees during the duration of this Agreement with no less liability insurance than is currently in effect.

Section Thirty-Two. Retirement

A. The City agrees to continue to provide the current retirement plan for each employee, such being through the Public Employees Retirement System of the State of Oregon or Oregon Public Service Retirement Plan (OPSRP).

B. The City will pay the employee's contribution of six percent (6%) of gross earnings to the Individual Account Program (IAP) associated with the Public Employee's Retirement System or Oregon Public Service Retirement Plan (OPSRP).

Section Thirty-Three. Mileage/Expenses Allowance

A. An employee authorized and directed to utilize his own vehicle in the performance of his official City duties shall be compensated at the current IRS rate.

B. For authorized trips, room accommodations will be reimbursed on the basis of reasonable actual expense; a meal allowance for the number of meals required in an amount equal to the current IRS per diem rate will be provided.

C. During the course of the Recruit School presently conducted at Salem, Oregon, recruits will be compensated by the City under this Section for five (5) round trips to Bend from the school site. For each two (2) weeks that the academy is expanded past ten (10) weeks, there will be an additional round trip, which will be compensated by the City.

Section Thirty-Four. Clothing Uniforms and Equipment

A. If an employee is required to wear a uniform, such uniform shall be furnished to the employee by the City. The cost of the uniform shall be paid by the City.

B. The City will provide a clothing allowance for employees while assigned to plain-clothes duty in the amount of \$750 for each calendar year, pro-rated for employees assigned to plain-clothes duty for less than a full year. Uniformed employees shall receive a uniform maintenance allowance of \$25 per month, payable in advance, quarterly.

C. The City will provide a semi-automatic pistol and leather to each officer Upon retirement with at least ten (10) years of City of Bend Police Department service, the weapon will become the property of the officer.

Section Thirty-Five. Layoff

A. In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is laid off and who has advanced to his present classification from a lower classification in which he or she held a permanent appointment shall be given a position in a lower classification in the same department.

B. Seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification.

C. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the Department. An employee on layoff status shall accept or decline an opening within ten (10) days of the notice of termination.

D. A layoff out of inverse order to seniority may be made, if in the City's reasonable judgement, retention of special job skills are required.

E. The City shall not be subject to the call back provision according to seniority after a thirty-six (36) month lapse has occurred since an employee was originally laid off.

Section Thirty-Six. Probation

A. The probationary period for sworn personnel and Community Service Officers shall be nine (9) months performing the duties of the position following the completion of the Field Training Evaluation Program (FTEP) and Academy; the probationary period shall be six months from the date of hire for all other employees. Prior to the completion of the initial probationary period, employees may be discharged at will. Members serving a probationary period at the time of implementation of this agreement will be subject to the probationary period in effect at the time the probationary period began.

B. The probationary period for promotions shall be subject to the time lines set forth in A. above, except the probationary period for Officers who promote to Sergeant shall be six (6) months. Employees who do not successfully complete their probationary period, shall revert back to the employee's previous classification only if a vacancy exists in that classification. Sergeants who do not successfully complete their probationary period will revert back to Officer classification..

Section Thirty-Seven. Personnel File

A. No material in any form which can be construed to be derogatory shall be placed in the officer's personnel file unless he has been allowed to read such material.

B. Any employee, upon request shall have access to his personnel file.

C. All letters of formal reprimand shall be expunged from an employee's personnel file after the employee has completed three (3) years discipline-free service following receipt of the last formal reprimand. In the absence of a formal reprimand, all letters of informal reprimand shall be expunged from an employee's personnel file after the employee has completed one (1) year discipline-free service following receipt of the last informal reprimand.

Section Thirty-Eight. Police Proficiency Incentive Program

In order to maintain and improve officers' health and law enforcement skills, as well as to increase the participation of officers in the life of the community, the parties adopt the following proficiency program for bargaining unit members:

A. Achievement Levels

<u>Requirement Outline</u>					
Level	Incentive	DPSST Certification	Community Service	Education	Fitness
I	4%	Intermediate or Advanced	5 Hours	N/A	Complete B (2)
II	9%	Intermediate	15 Hours	AA Degree or 1 College Course	Complete B (2)
III	14%	Advanced	25 Hours	AA Degree or 1 College Course	Complete B (2)

B. Annual Requirements

1. DPSST Certification -- The officer must obtain or maintain Department of Public Safety Standards and Training (DPSST) intermediate or advanced certificate for Level I, an intermediate or advanced certificate for Level II, and an advanced certificate for Level III.

2. Fitness Evaluation – Fitness evaluations shall be conducted each year prior to the year of participation in the program. The fitness evaluation will consist of a health questionnaire, a blood draw, and a fitness test. The fitness test will consist of sub-max VO2 (stationary bicycle), sit-ups, sit and reach, and bench press. The fitness evaluation and testing shall be conducted by an independent contractor using the American College of Sports Medicine or Cooper Institute criteria. Fitness evaluation shall be scheduled during officers' off – duty time and "no-show" fees shall be paid for by the officer.

3. Education and Community Service

a. One of the major goals of this program for each participating officer in Levels II and III is to attain at least an Associates Degree in Administration of Justice or an equivalent degree; therefore, all participants at Levels II and III that do not possess such degree are required to complete at least one approved college course each year on their own time and own expense and attain a grade of "C" or better.

b. Community service hours and service requirement shall be awarded only for service within the City of Bend and shall be confined to substantial contributions to the community, which in the Chief's judgement, exceed the uncompensated participation characteristic of responsible citizens. Any proposed community service that, in the Chief's judgement does not qualify under this section, shall be referred to the Association's Executive Committee. After their review the committee and the Chief will make a final determination on the proposed community service. Upon mutual agreement of the Chief and the employee(s), certain Division assignments may be performed and the hours applied to satisfaction of the program community service hours requirement.

Employees who have ten (10) years of participation in the Proficiency Incentive Program are excused from all future community service obligations for continued participation in the program.

d. The Chief may devise on an experimental basis proficiency tests for certain Law Enforcement knowledge, skills, or abilities requiring study or practice on the officer's own time. The standards for such tests and the hour credits that may be earned will be announced in advance. The taking of tests eligible for credit under this subsection shall be on a voluntary basis.

C. Requirements for Participation in the Achievement Program Each Fiscal year.

Participation in the achievement program in each fiscal year is contingent upon having fulfilled the previous fiscal year's annual requirements by July 1. Election of level of participation for each fiscal year shall be made no later than June 30 of the previous fiscal year and shall be limited to the level for which the employee has met the fitness requirement in the March fitness test.

New employees completing the probationary period described in Section Thirty-Six shall be eligible for the proficiency incentive program. Such employees shall elect the level of participation and fulfill their requirement as described in the preceding paragraph. Appropriate incentive compensation shall commence with the next pay period following the completion of the probationary period.

D. Requirements for Continuation in the Achievement Program During each Fiscal Year.

1. Continuation of payments under the terms of this program during each fiscal year shall be subject to the following additional requirements:
 - a. Satisfactory evaluation on a mid-year review of progress being made to fulfill the education and community service requirements,
 - b. Maintenance of a satisfactory yearly performance evaluation, the City will give reasonable notice of poor performance and, if applicable, will give opportunity to improve before disqualification from PPIP.

E. Officers Attaining DPSST Certification During the Fiscal Year

In the event that an officer complies with all requirements, appropriate incentive compensation shall commence with the next pay period after certification is received from DPSST; however, payment shall be retroactive to the date the officer submits a completed application for DPSST certification.

F. Physical Disabilities.

1. Temporary Medical Disability -- In the event of a temporary disabling medical occurrence, not to include preexisting physical conditions, in which the employee's or City's physician certifies that the officer is physically prohibited from taking a portion of the fitness evaluation, for a specific period or recuperation time, the Chief may waive that portion of the fitness evaluation and allow the officer to participate at the incentive level previously held until the recuperation period has elapsed or the next fitness evaluation, to include any make-up test, is given, whichever is later. (Examples of disabling medical occurrences are gun shot wounds, injuries sustained in an automotive accident and temporary illness).
2. Permanent Injury -- The Chief may, upon receipt of a physician's certificate of disability, waive the requirements of Section B.2.
3. Job Related Injury or Illness -- If, owing to physical limitations that are a direct result of a job related injury or illness, an employee is unable to participate in the fitness evaluation portion of this plan, such portions of the plan may be waived by the Chief of Police. At its option, the City may require that confirmation of the employee's disability be provided by a physician of the City's choosing, and at the City's expense.

Section Thirty-Nine. Educational Expenses.

Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the Chief or designee. Permission for such shall be granted on the basis of an employee's participation in the meeting or the direct relation of his/her work to the subject matter of a meeting.

The employee's reasonable actual lodging and travel expenses shall be paid by the City for an employee required to attend a conference or business meeting when said conference or business meeting is held at locations other than the employee's regular job location. Meal expense shall be in accordance with the IRS per diem rates unless special arrangements are to reimburse reasonable actual costs.

The City shall pay a tuition and instructional material costs for any employee required by the City to attend a regular course of instruction.

An employee who voluntarily attends a course of instruction which is directly related to his/her duties may receive tuition and instructional material costs reimbursement from the City upon successful completion of the course and if prior authorization for reimbursement has been obtained.

For the purpose of encouraging employees to pursue an education related to their employment, the City may afford employees time off during regular working hours to attend courses approved in advance by the Chief or designee.

This section shall not apply to the first class taken each fiscal year by police officers receiving education incentive pay under Section 38.

Officers participating in the PIP shall bear the cost of the first class taken each fiscal year.

Section Forty. Restriction on Use of Uniform.

The City agrees to provide insignia and identification for Reserves and Cadets which is different from the regular police uniforms and to attempt to prohibit the use of police uniforms deceptively similar to the official uniform of the patrol officers by any other persons or organizations within the jurisdiction of the City.

Section Forty-One. Savings Clause.

If any Section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section Forty-Two. Termination and Duration.

This agreement shall be effective as of the first day of July, 2009, and shall remain in full force and effect until the 30th day of June, 2012, this is subject to the reopener language in Section 27. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing, not later than, November 15, prior to the date of termination that it wishes to terminate or modify the agreement as per this Article. Notification of intent to modify shall need only include statement of intent to negotiate. Negotiations shall begin within

21 days of the notification. This agreement shall remain in full force and effect until a new contract is executed.

DATE: 8/20/09

DATE: 8-14-09

CITY OF BEND

THE BEND POLICE ASSOCIATION

James R. Gudy

Camille Morgan

Craig W. Arndt

Jemela J. Berberich