

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF GRESHAM

and the

GRESHAM POLICE OFFICERS' ASSOCIATION

July 1, 2009 through June 30, 2012

City of Gresham Contract No. 3061

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SIDELETTER OF AGREEMENT

PURPOSE: ZONE ADVISORY GROUP
DATED: MARCH 9, 2006

SIDELETTER OF AGREEMENT

PURPOSE: PHOTO RELEASE
DATED: JUNE 16, 2008

SIDELETTER OF AGREEMENT

PURPOSE: CONTRACT ADMIN ISSUES
DATED: DECEMBER 9, 2009

PREAMBLE

THIS AGREEMENT is entered into this _____ day of _____, 2009, between the City of Gresham, Oregon (hereinafter referred to as the "City"), and the Gresham Police Officers' Association (hereinafter referred to as the "Association").

ARTICLE 1 - RECOGNITION

1.1 BARGAINING UNIT

The City recognizes the Association as the sole and exclusive bargaining agent for all regular, full-time employees in the bargaining unit in the following classifications that are not supervisory or confidential as provided by the Public Employees Collective Bargaining Act:

- Police Officer
- Police Technician
- Senior Police Technician
- Criminalist
- Police Sergeant

1.2 TEMPORARY EMPLOYEES

Temporary employees are those employed for a period not to exceed ninety (90) calendar days in any calendar year. In the event an employee occupies a position beyond ninety (90) days, the employee shall be considered a probationary employee and time served as a temporary employee shall count toward the probationary period. The City agrees temporary status will be used only in unusual or emergency situations.

1.3 NEW CLASSIFICATIONS

When a new classification is established by the City and added to the bargaining unit, the City will designate the classification and salary rate. The Association shall be notified, in writing, and the salary rate established by the City shall be considered tentative until the Association has been given an opportunity to meet and negotiate a salary. If negotiations occur and an impasse is reached the parties will waive mediation and proceed directly to interest arbitration. In any event, the City may implement the new classification at its discretion.

ARTICLE 2 - NONDISCRIMINATION

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

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, sex, sexual orientation, religion, national origin, union affiliation, political affiliation, mental or physical handicap or disability, except as provided by law. Grievances

arising concerning this section shall not be subject to the arbitration step of the grievance procedure, unless the affected employee, the Association, and the City elect to use arbitration and the employee executes a written waiver of any/all independent rights to bring a discrimination claim before an enforcement agency or before a state or federal court.

ARTICLE 3 - CITY SECURITY

3.1 NO STRIKE

The Association agrees that employees covered by this Agreement shall not engage in a work stoppage, slowdown, or strike. If any unauthorized work stoppage, slowdown, or strike takes place, the Association will immediately notify the employees engaged in unauthorized activities to cease and desist, and shall publicly declare that the activity is illegal and unauthorized.

3.2 UNLAWFUL WORK ACTION

Any employee engaging in any illegal work action, work stoppage, slowdown, or strike shall be subject to immediate dismissal by the City without any right to any of the benefits provided for under this Agreement, except the right to file a grievance beginning at Step II of the process (see Article 9). Except as required by law, nothing shall limit or impair the right of any employee to lawfully express or communicate a complaint or opinion on a matter related to the conditions of employment.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as specifically and expressly limited in this Agreement, the City shall have and retain all legal and customary rights. These rights include, but are not limited to, the exclusive right to:

- A. Determine the mission of its departments, divisions, boards, and commissions, and set all standards, types, and frequency of service;
- B. Exercise complete control and discretion over its organization, operations, and the technology of performing its work;
- C. Determine the procedures and standards of selection for employment, specialty assignments, including career development assignments and promotion;
- D. Direct and supervise employees, including the right to hire and to discipline, suspend, relieve employees from duty, and discharge employees for cause;
- E. Establish and administer the fiscal budget;
- F. Determine and direct the evaluation of employee performance, including the methods and procedures to be used;

- G. Determine and direct all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; and
- H. Maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

The rights of employees in the bargaining unit and of the Association are limited to those under state law and those specifically set forth in this Agreement. The City expressly retains all authority, powers, privileges, and rights not specifically limited by the terms of this Agreement, provided any bargaining obligation arising from ORS 243.650 et seq. is satisfied.

Nothing herein shall be considered a waiver of the Association's right to collectively bargain over changes in mandatory subjects of bargaining.

ARTICLE 5 - ASSOCIATION SECURITY/BUSINESS

5.1 FAIR SHARE

Employees who do not become members of the Association, or who cease to be members of the Association, shall make payments in lieu of dues to the Association. Such payments shall be determined by the Association in accordance with statutory and constitutional requirements. The City shall deduct employees' payments in lieu of dues from the last paycheck of each month in accordance with Article 5.4 of this Agreement, and shall remit payments to the Association within ten (10) days after the deduction is made.

5.2 RELIGIOUS OBJECTION

Any employee who is a member of a church or religious body, having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount equivalent to regular dues and initiation fees and assessments, if any, to a nonreligious charity or a charitable organization mutually agreed upon by the employee and the representative of the Association. The employee shall furnish written proof to the City and the Association that this has been done.

5.3 CHECKOFF

Upon receipt of a lawfully executed authorization from an employee, the City will deduct Association initiation fees and dues from employees' wages. The Association will provide employees with authorization forms for notifying the City regarding these deductions. The amount to be deducted must be certified in writing to the City by the Association. Deductions shall be remitted monthly to the Association no later than ten (10) days after the pay period in which they are made.

5.4 PAYROLL DEDUCTIONS

Payroll deductions other than dues checkoff shall be paid no later than ten (10) days after the pay period, provided the agencies in question have properly submitted the monthly statement to the City in a timely manner. Subject to the needs and limitations of the payroll system as determined by the City, the City will deduct other amounts for payment as authorized in writing by employees.

5.5 INDEMNIFICATION

The Association agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

5.6 SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Association and the City Manager and/or the Chief of Police, or their designees, at mutually agreed upon times. Meetings shall be arranged in advance, and an agenda of matters to be discussed shall be presented at the time the agreement to confer is made. Two (2) official Association representatives shall be permitted to attend conferences without loss of pay, if the meetings are scheduled during on-duty hours of the representatives.

5.7 VISITS BY ASSOCIATION REPRESENTATIVES

The City agrees that authorized Association representatives, who are currently certified in writing with the City, and who have obtained approval of the City Manager or the Chief of Police, may have reasonable access to City premises during working hours for assisting in the administration of this Agreement or conducting official Association business.

5.8 CONTRACT RENEWAL SESSIONS

The Association's negotiating team, to be composed of no more than five (5) on-duty employees, shall be permitted to attend negotiation meetings with the City relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the Department. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

ARTICLE 6 - PERSONNEL FILE

6.1 FILE REVIEW

The City, upon request, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file shall be provided at the City's expense. The official personnel file shall be maintained by the Human Resources Department; however, the Police Department may maintain working files, parts of which may, when the Police Department deems necessary, be transferred to the official file.

6.2 WRITTEN RESPONSE

The employee may respond in writing to any item placed in the personnel file. Any written response will become a part of the file.

6.3 FILE PURGING

All letters of warning, reprimand, recommendation, and commendation, and all performance appraisals shall be removed from the personnel files according to OAR 166-200-0090 (See Appendix A). All other materials shall be retained according to OAR 166-200-0090.

ARTICLE 7 - SENIORITY

7.1 DEFINITION

“Seniority,” as used in this Agreement, is determined by the length of an employee's continuous employment in the Gresham Police Department and membership in the bargaining unit since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

7.2 SENIORITY LIST

The City will provide the Association with a copy of the seniority list in January of each year. The Association will be notified of changes to the list July 31 of each year.

7.3 LOSS OF SENIORITY

An employee shall lose all seniority in the event of discharge or voluntary termination.

7.4 SEMI-ANNUAL SHIFT ASSIGNMENTS

On or before August 1 and February 1 of each year, the Department shall post a shift and days off assignment roster on the Association bulletin board without assigning officers and detectives by name. Officers and detectives shall enter their names on this roster in the order of their seniority. Officers and detectives who fail to sign the roster in a timely fashion shall be assigned a shift and days off by the Department. Sign up for the August 1 roster shall be completed by September 1 in order to be implemented on October 1. Sign up for the February 1 roster shall be completed by March 1 in order to be implemented by April 1. Employees who are reassigned in the middle of the semi-annual shift cycle shall not be able to bump other employees upon reassignment.

This section shall also apply to Sergeants.

No employee shall be evaluated, or subject to approval for time-off, training, or any other benefit, by any relative. "Relative" is defined to include spouse, child, grandchild, parent, sister, brother, aunt, uncle, niece, nephew, grandparent, son or daughter-in-law, sister or brother-in-law, mother or father-in-law or a person in loco parentis.

7.5 SPECIAL SKILLS ASSIGNMENTS

Officers with certain special skills may be assigned shifts and days off by the Department based upon Department requirements for such skills. The following are recognized as officers with such skills: motorcycle and other traffic officers, investigators, field training officers, dog handlers, and E.O.D. officers. However, if a field training officer is assigned to a shift or days off pursuant to this section, the field training officer shall receive an additional ten percent (10%) of regular base pay in addition to regular salary, for the entire time of the assignment, whether or not the field training officer is performing such duties during the time of the assignment. If more than three (3) officers on the S.W.A.T. tactical team choose the same shift within a section, then the Department may vary from seniority. If more than one (1) Sergeant on the S.W.A.T. tactical team chooses the same shift within a section, then the Department may vary from seniority.

This section shall also apply to Sergeants.

7.6 PROBATION ASSIGNMENTS

Employees on probation may be assigned shifts and days off by the Department. The City will retain the right to assign Sergeants during the first two (2) years of their tenure to ensure they will work all shifts.

7.7 SERGEANTS

Members promoted to the position of Sergeant will maintain seniority within the bargaining unit. However, members in the position of Sergeant will have a separate seniority list. Time served as a Sergeant within the Gresham Police Department will count toward this seniority. Any time spent acting as AIC or special program will not count toward seniority.

7.8 TRANSFERS OUTSIDE OF NORMAL SHIFT ASSIGNMENTS

Officers may transfer between shifts and days off as follows:

- A. Personal or voluntary shift or days off trades at the request of two (2) or more officers may be made with the consent of the Department;
- B. Officers may transfer to different shifts or days off due to genuine hardships, with the consent of the Department;
- C. Transfers between sections and units, such as from investigations to patrol, shall be made at the direction of the Department; and
- D. If the Department reallocates days off within a certain shift, the officers involved will be given the opportunity to bid for days off by seniority.

Any transfer may require corresponding reassignment of other personnel between shifts and/or realignment of days off within shifts to maintain an appropriate balance of field strength. The following criteria shall be adhered to:

- A. A minimum of personnel shall be reassigned;
- B. The Department shall solicit, for at least 48 hours, volunteers for reassignment;
- C. Personnel involuntarily reassigned shall be the least senior officers available, consistent with reasonable operational needs of the Department; and
- D. After a transfer between shifts, days off within shifts may be realigned by seniority within 30 days.

This section shall also apply to Sergeants.

ARTICLE 8 - LAYOFFS

8.1 STANDARD

In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

8.2 BUMPING

Any Bargaining Unit employee who is to be laid off who had advanced to his present classification from a lower classification within the Bargaining Unit in which he held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

8.3 RECALL

No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond 18 months. Employees will be called back from layoff in the inverse order of layoff provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within 15 days of notification. The employee is obligated to keep the City informed of his/her current address. When recall occurs, the City will notify the employee through certified mail.

An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above specified time, all recall rights will be waived.

ARTICLE 9 - SETTLEMENT OF DISPUTES

9.1 PROCEDURE

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier,¹ the employee shall make a good faith attempt to resolve the dispute informally with his/her immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to their "Management Team"² within ten (10) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
- (b) the section(s) of this contract alleged to have been violated;
- (c) the remedy sought; and
- (d) the name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the grievant and such meeting shall occur within 30 days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance is not resolved at Step 2 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Attorney or designee within ten (10) days following the date the "Management Team's" response is due or received, whichever is earlier.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the Association shall, within ten (10) days of the Association's notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of the names of seven (7) arbitrators. A copy of the Association's

¹All references to days in this procedure shall be interpreted as calendar days.

²The employee's "Management Team" shall normally consist of all supervisors responsible for the employee's job performance including the Chief and the Director of Human Resources or designee.

request shall be provided to the City Attorney or designee. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The cost of arbitration shall be borne by the non-prevailing party.

9.2 TIME LIMITS

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

- A. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City, at any step, fails to respond in a timely fashion, the grievance shall be deemed valid and the remedy sought implemented so long as the remedy sought falls within the Collective Bargaining Agreement and is not contrary to or inconsistent with Gresham Administrative Rules, Department General Orders, or State or Federal laws.

Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

ARTICLE 10 - DISCIPLINE

10.1 STANDARD

No employee shall be disciplined except for just cause. Letters of admonishment, performance log entries, special performance reviews, oral reprimands, warnings or counselings are not considered discipline and shall not be subject to the grievance procedure contained in this Agreement.

10.2 IMPLEMENTATION

If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee.

10.3 JUST CAUSE STANDARDS

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C. The City must conduct a reasonable investigation.
- D. It must be determined that the employee is guilty of the alleged misconduct or act.
- E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Association from raising other issues appropriate to defend employees in an arbitration setting.

ARTICLE 11 - PAID TIME OFF (PTO)

11.1 ACCRUAL

Effective July 1, 2006, a Paid Time Off (PTO) program for all employees will be implemented. The intent of this PTO program is to provide greater flexibility to employees in planning and utilizing their time off, while enabling the department to create and maintain more reliable work schedules for all employees.

A PTO leave bank will be created for each member, and accrued vacation and holiday leave will be transferred to that PTO bank. Beginning July 1, 2006, employees will accrue six extra days in their PTO bank each year in addition to their previous vacation accrual rate. The six additional days will result from the transfer of six days of sick leave accrual to the member's PTO bank. After July 1, 2006 all vacation and holiday leave shall be treated as PTO under this article.

Each member shall accrue PTO in the following amounts totaled in the PTO Monthly Accrual column in the table below:

- A. 8 hours per month, for an annual total of 96 hours, as PTO for holidays.
- B. Vacation monthly accrual rate.
- C. 4 hours per month, representing the transfer of 6 days from sick leave, as described in this article.

Full-time employees shall accrue working days of PTO per full calendar month of employment completed, as outlined below:

YRS OF SERVICE	VACATION ACCRUAL PORTION	PTO MONTHLY ACCRUAL	PTO ANNUAL ACCRUAL	PTO MAX ACCRUAL	LAST 3 YEAR MAX ACCRUAL
0 – 5 Years	8.66 hours	20.66 hours	247.92 hours	304 hours	407.76 hours
6 – 10 Years	12.00 hours	24.00 hours	288 hours	384 hours	528 hours
11 – 15 Years	16.00 hours	28.00 hours	336 hours	480 hours	672 hours
16 – 20 Years	17.33 hours	29.33 hours	351.96 hours	512 hours	719.88 hours
21 + Years	18.75 hours	30.75 hours	369 hours	546 hours	771 hours

Accrued PTO shall be credited as earned leave for each month of employment in accordance with section 1 above.

For purposes of termination or retirement, payroll will report PTO time as vacation time and sick leave bank time as sick leave.

11.2 UTILIZATION

A member’s PTO bank shall be used for personal leave, including vacation, medical and dental appointments, disability, illness, family emergency, personal business, care of sick children or family members and school visits. Requests to use PTO leave shall be submitted in writing at least 48 hours in advance, when practical. Employees are encouraged to inform their supervisor of requests to use PTO leave as early as possible. Approval of PTO requests prior to the completion of an employee's probationary period shall be based on the employee's performance.

11.3 PAID TIME OFF (PTO) AND SICK LEAVE

Beginning July 1, 2006, six fewer days per year will accrue into each employee’s Sick Leave bank. Utilization of Sick Leave is limited to those cases in which a member is too sick or ill to report to work for at least three (3) consecutively scheduled workdays, and will be subject to all of the provisions on Sick Leave Usage that may apply in Article 13.3. In such cases, the first two (2) days of absence will be deducted from PTO, and absences on any remaining consecutively scheduled workdays will be deducted from sick leave. Sick leave can, however, also be utilized to cover any absence resulting from a serious medical condition for which the member qualifies and is granted FMLA or OFLA leave, or in cases where the member is medically restricted by a physician from working as a result of a Worker’s Compensation claim.

It is understood that from time to time a member may be unable to work due to an unforeseen, unscheduled illness lasting less than three (3) days. Unscheduled absences of this kind will be covered by the member’s PTO bank, and will be subject to all of the provisions on the usage of sick leave that apply. Unscheduled absences due to illness that are covered by PTO are not subject to the 48-hour advance notice requirement and must be recorded on the Daily Attendance Record (DAR) as PTO-Sick.

11.4 MAXIMUM ACCRUAL

The maximum accrual for Paid Time Off (PTO) shall be as shown in the table in section 11.1 and consists of two times the previous vacation accrual rate and one times the previous holiday accrual rate. It is the responsibility of the employee to maintain their PTO bank within the maximum limits.

In the event an employee accrues beyond the maximum accrual, the city may initiate a mandatory PTO leave of sufficient duration to reduce unused PTO below the maximum allowable accumulation. The Association will encourage members to self-monitor their PTO banks in order to reduce the necessity for management to initiate mandatory leave.

Employees will be eligible to carry over a maximum of three (3) times their annual vacation accrual portion of PTO, plus 96 holiday hours, during the last three (3) years before retirement. (See table.) Employees wishing to exercise this option shall notify the City of their intended retirement date. The City shall only be obligated to allow usage of up to twice their annual accrual as stated in paragraph one (1) above for actual time off purposes.

In the event the employee does not retire as specified, the excess hours may not be accessed by the employee and will be frozen at the accrued time and hourly rate in effect on the original retirement date provided to the City.

11.5 DEATH OR TERMINATION

Upon termination of a regular employee, the employee will be paid for all earned but unused Paid Time Off (PTO) leave.

In case of death, compensation for all earned but unused Paid Time Off (PTO) leave shall be paid in the same manner that salary due the decedent is paid.

11.6 SCHEDULING

All requests for paid time off (PTO) shall be scheduled and taken in accordance with the best interests of the City and the department or division in which the employee is employed. Preference in scheduling one continuous period of time for PTO shall be by seniority, provided requests are made, in writing, by April 15 of the calendar year in which the vacation is taken. All other PTO requests will be made on an as available basis, and will be granted by the Department consistent with operational needs. It is agreed that the avoidance of creating OT in order to approve a PTO leave request is a legitimate and reasonable operational need of the Department.

The maximum amount of PTO that may be taken at any given time shall be that which has accrued to the employee concerned within the maximum limits.

The minimum amount of PTO that may be taken at any given time shall be one (1) hour.

11.7 RECALL FROM PAID TIME OFF (PTO)

In the event that an employee is required to be called back to work by the Department for any purpose during authorized paid time off (PTO) leave that exceeds three (3) or more consecutive days, the employee shall not be charged for PTO days worked and shall be paid overtime for the time worked on the callback. In addition, the City

shall reimburse the employee for all reasonable travel costs associated with traveling to and from the work site if such travel is from other than the employee's home. It is the intent of the parties that this section apply to members who are called back on days off taken in conjunction with PTO time. Employees shall not be placed on standby on days off adjacent to a PTO period unless emergency conditions exist.

ARTICLE 12 - HOLIDAYS

12.1 HOLIDAY ACCRUAL

Employees of the bargaining unit shall accrue time off for holidays, at the rate of 8.0 hours per month, for a total of ninety-six (96) hours, or twelve (12) days per year. As of July 1, 2006, holiday accrual shall accrue to the Paid Time Off (PTO) leave bank and become part of the monthly accrual for PTO in accordance with Article 11, Section 11.1.

12.2 CITY HOLIDAY

In addition to Section 12.1 above, an employee's holiday bank will be credited four (4) hours of holiday-4 leave for Christmas Eve or New Year's Eve on December 15 of each year. This provision only applies to employees that are not in a Leave Without Pay status for all time between December 15 and January 2.

12.3 HOLIDAY LEAVE REQUESTS

Holiday-4 leave requests shall be made in writing and shall be granted by the Department consistent with operational needs.

ARTICLE 13 - SICK LEAVE

13.1 ACCRUAL

To reduce the cost of non-occupational illnesses and disabilities, employees shall accrue sick leave at the rate of four (4) hours for each full month of employment. Eligibility for sick leave benefit is established after the first ninety (90) days of employment. Sick leave may be accumulated to a maximum of two thousand four hundred eighty (2480) hours. Unused sick leave shall not be compensated upon termination of employment or death, unless termination is due to disability. Upon retirement or termination due to disability, one percent (1%) of the value of the employee's unused sick leave accrual for each full year of service shall be contributed to the employee's HRA/VEBA account.

13.2 NOTIFICATION OF USE

An employee shall notify his immediate supervisor or records staff of the need for sick leave as soon as possible after knowledge of the need. Should an employee recover from illness during their regularly scheduled shift, they shall report for duty.

13.3 UTILIZATION

Sick leave will be allowed when an employee is unable to work because of illness, off-the-job injuries, authorized leave under State and Federal family and medical leave laws, and workers' compensation as provided in Article 14 - Workers' Compensation. Sick leave due to illness and off-the-job injuries are subject to provisions of 11.3, Paid Time Off and Sick Leave.

When a request for sick leave exceeds the number of hours available in the leave bank, other accrued leave shall be transferred and utilized in the order determined by the employee.

13.4 ABSENCES FROM WORK DUE TO ILLNESS, INJURY OR SICKNESS

Whenever an employee is absent from work due to illness, injury, or sickness, the City may require verification of illness by a doctor's certificate and may be requested by the City at any time. The medical certificate must contain the date of treatment and the date the employee may return to work.

The City may take steps to investigate and curtail excessive work absences for illness, injury or sickness. Prior to taking action when abuse is suspected, the supervisor will notify the employee in a meeting and in writing that their absences appear to be excessive. The purpose of this notification is to provide the employee an opportunity to identify the reasons for the absences, and to assist the employee to improve their attendance.

The following criteria taken together may constitute reasonable grounds for the City to suspect that excessive work absences have taken place:

1. At least two (2) absences have occurred in conjunction with regular days off, scheduled PTO days, Fridays, Mondays, unpleasant assignments or some other specific pattern of usage, and
2. The employee has been absent from work on four (4) or more separate occasions within the preceding six (6) months.

In evaluating whether leave has been abused, the following criteria shall constitute reasonable grounds that the leave utilized was necessary:

1. Long-term illnesses or injuries requiring hospitalization or surgery.
2. Leave utilized as part of FMLA or OFLA approved leave.
3. Workers' compensation time loss.

Expenses resulting from the request for a verification of illness will be the responsibility of the employee when the employee has been given written notice that absences appear excessive as outlined above and for no longer than a six month period from the date of the notice.

An employee who is determined by the City to be abusing or misusing leave may be subject to discipline.

ARTICLE 14 – WORKERS’ COMPENSATION

When an employee is absent from work because of an on-the-job injury, the time off will not be charged to sick leave, except as provided below.

The employee may select one of the following options:

- A. The employee will only receive his/her Workers’ Compensation payments.
- B. An employee may voluntarily turn in his/her first and all subsequent Workers’ Compensation payments and in turn will receive a regular paycheck.

Under option (B), the following will occur:

1. No sick leave will be deducted from the employee’s sick leave accruals for one hundred eighty (180) days from the date immediately following a compensable injury. This 180-day period begins on the original date of injury, as determined by the City’s workers’ compensation program’s third-party administrator (TPA). Days where the employee works a minimum of four (4) hours will not count in the calculation of the 180-day period.
2. After one hundred eighty (180) consecutive calendar days immediately following a compensable injury, employees shall use available sick leave for integration with their Workers’ Compensation payments in order to receive their gross monthly wages. In this situation, a full paycheck will only be received if the employee has available sick leave accrued.). Days where the employee works a minimum of four (4) hours will not count in the calculation of the 180-day period.
3. In the event an employee withholds any of his/her Workers’ Compensation payments, compensation will fall into the integration of sick leave formula described in 2 above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee’s next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck.

ARTICLE 15 - OTHER LEAVES

15.1 COMPASSIONATE/FUNERAL LEAVE

In the event of a death in the immediate family (spouse, child, step-child, brother, sister, parent, step-parent or legal guardian, including a relationship of in loco parentis, parent in-law, sister or brother-in-law, grandparent or grandchild, or any person living in the same household), the Chief or designee shall grant up to three (3) consecutive calendar days and two (2) additional days when travel over one hundred (100) miles in one direction is required. Leave with pay of up to eight (8) hours may be granted when an employee serves as a pallbearer.

15.2 MILITARY LEAVE

Military leave shall be granted in accordance with state and Federal law. To avoid untoward financial loss or hardship and to ensure continuation of quality health and dental care to city employee reservists involuntarily called to active military duty, eligible city employees shall be paid the difference between their military compensation and their city pay at the time of military activation during any period of continuous active duty directly relating to the war on terrorism. They shall also be eligible for continuation of the life, health and dental benefits under the same terms and conditions of participation and contribution at the time of military activation or as modified by contract or insurance provider. The salary differential and benefits authorized here are in addition to and not in lieu of an employee's rights under state and federal law. Receipt of the pay and benefits under this provision is contingent upon the affected employee providing official activation orders and corresponding confirmation of military salary, benefits and other compensation. This shall not apply to employees who enlist or otherwise volunteer for military service, or who are not military reservists on the effective date of City Resolution No. 2814. Nor shall the provisions of this section apply to employees drafted into active military service should the United States Government institute a military draft process for the purpose of calling citizens to serve in the armed forces.

15.3 ASSOCIATION LEAVE

Subject to the reasonable operational needs of the Department, the City agrees to allow time off without loss of pay, for a maximum of six (6) employees who are official Association representatives as certified in writing, for the purpose of Association business directly related to labor relations between the City and the Association. In no case will more than one (1) employee be off at any one time unless prior approval is granted by the Department. Prior to taking such time off, the employee/Association representative shall first notify their immediate supervisor for approval. In any event, such approval shall not be unreasonably denied.

In the event an Association representative cannot be allowed time off, the representative shall be able to arrange an acceptable replacement with the approval of his/her supervisor. Such replacement shall not create any additional cost to the City. In the event the City is required to make payment for such replacement under state or federal law, the City will bill the Association for such expense.

15.4 LEAVE WITHOUT PAY

All requests for unpaid leave shall be submitted in writing to the employee's supervisor. The request must describe the reason for the leave, the date to be in effect and the expected date of return. Employees may not utilize Leave Without Pay when other accrued leave is available.

An employee who inexcusably fails to return to work immediately upon the expiration of an approved leave of absence without pay shall be considered to have resigned his/her position with the City.

Employees on leave without pay for more than thirty (30) days shall not accrue any benefits provided for under this Agreement.

ARTICLE 16 - HOURS OF WORK

16.1 WORK DAY

A normal work day for employees shall consist of either eight (8) hours per day on the basis of a five-day week (5-8 plan) or ten (10) hours per day on the basis of a four-day week (4-10 plan) or nine (9) hours per day on the basis of a 5/4 day week (5-9/4-9 plan).

16.2 WORK WEEK

A normal work week shall consist of five (5) eight-hour days or four (4) ten-hour days scheduled during a seven-day calendar period. In the case of the 5-9/4-9 plan, a normal work sequence shall consist of alternating five (5) nine-hour days and four (4) nine-hour days scheduled during a fourteen-day calendar period. Days of work and days off shall normally be scheduled consecutively, except in an extreme emergency, consistent with the operational needs of the Department.

Days off may be adjusted to allow officers to attend training without incurring overtime.

If time worked in excess of forty (40) hours per work week or eighty-one (81) hours during a two week period under the 5-9/4-9 plan is due to shift changes, and the total hours worked do not exceed one hundred seventy-one (171) hours during a work period of twenty-eight (28) consecutive days, it shall not be considered as overtime when the provisions of Article 17 are followed.

16.3 REST PERIODS

Rest periods of fifteen (15) minutes shall be permitted for all employees during each half shift. Rest periods will be considered on-duty time. The Department will schedule rest periods to the extent possible, consistent with operational needs.

16.4 MEAL PERIODS

All employees shall be granted a meal period of thirty (30) minutes during each work shift, consistent with operating requirements of the Department. Each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible, consistent with the operational needs of the City.

ARTICLE 17 - SHIFT CHANGES

17.1 ADVANCE NOTICE

- A. An employee will be given no less than seven (7) calendar days advance notice if his/her days of work, shift assignment, or days off are to be changed, except in the case of an emergency. For the purpose of this Article, an emergency will not be defined to include a lack of adequate personnel to fill shifts due solely to vacation and compensatory time off absences of personnel.

- B. At the employee's option, the employee may voluntarily waive the required seven (7)-day advance notice and any overtime payments/accruals that may result.
- C. Any employee's decision to voluntarily waive or not waive the required seven (7)-day advance notice may not be considered in any action or matters relating to the employee's employment with the City.

17.2 INVESTIGATIONS SECTION

The above paragraph shall apply to employees of the Investigations Section when shift changes occur during normal operations. The Investigations Section is subject to three (3) types of shift changes which may preclude application of the above provisions:

- A. A Type I shift change involves an unexpected situation that, as determined by the Section supervisor, will require the immediate attention of two (2) or more officers. The supervisor will make every reasonable effort to obtain volunteers when it is consistent with the operational requirements of the detail. Where volunteers are either not available or not feasible, the supervisor will notify those assigned to the detail of their shift change as soon as possible.
- B. A Type II shift change involves an on-going investigation where:
 - (1) The investigator determines that an aspect of the ongoing investigation requires special attention;
 - (2) The investigator cannot accomplish it during the investigator's regular shift; and
 - (3) The reason for the shift change is of limited duration.

Upon approval by the shift supervisor, the investigator may adjust his or her shift to fulfill the requirements of the investigation.

- C. A Type III shift change involves a short-term change, is not related to an investigation, and may be initiated by either the shift supervisor, or the investigator, and is mutually agreed to.

17.3 EXCLUSION

This Article does not apply to the Special Investigations Unit of the Investigation Section.

ARTICLE 18 - COMPENSATION

18.1 SALARIES GENERALLY

Salaries covered by this Agreement shall be in accordance with the schedules set forth in Appendix "B" attached hereto and incorporated into this Agreement. Annual progression through the salary range shall be based on the employee meeting job-related performance standards developed in cooperation with the Association using existing standards as a minimum.

18.2 PLACEMENT ON THE SCHEDULE

- A. RECRUIT. A new employee shall be hired at Step One (1) of the salary schedule and shall be eligible to advance to Step Two (2) contingent upon a satisfactory performance evaluation and 12 months of service. An employee will be eligible to advance one step after successful completion of probation.
- B. OREGON EXPERIENCE. A new employee (certified or certifiable) with police experience in Oregon and hired under the criteria of the City's lateral entry program shall be credited one pay step for each completed year of previous full-time paid experience as a sworn officer, up to a maximum starting pay of Step Five (5) of the police officer salary range. An employee will be eligible to advance one step after successful completion of probation.
- C. OUT-OF-STATE EXPERIENCE. A new employee (certified or certifiable) with out-of-state police officer experience and hired under the criteria of the City's lateral entry program, shall initially be hired at Step One (1). Upon certification from the Department of Public Safety Standards and Training ("D.P.S.S.T.") that the employee's out-of-state training is equivalent to the D.P.S.S.T. Basic Training Program, the employee shall be credited one pay step for each completed year of previous full-time paid experience as a sworn officer, up to a maximum starting pay of Step Five (5) of the police officer salary range, retroactive to the hire date. An employee will be eligible to advance one step after successful completion of probation.

18.3 RETIREMENT

During the term of this Agreement, the City shall continue to participate in the Public Employees Retirement System, or its successor. The City agrees to pay the employee's portion of retirement contributions to the Public Employees Retirement System not to exceed the rates required by law for such employer/employee contributions as of July 1, 1980. The City agrees to participate in the PERS sick leave conversion program, which allows credit of fifty percent (50%) of accrued sick leave toward the computation of pension benefits at the time of retirement.

As of January 1, 2004, the six percent (6%) employee contribution is not made to PERS, but to the Individual Account Program (IAP) under the Oregon Public Service Retirement Plan (OPSRP).

18.4 WORKING OUT OF CLASSIFICATION

The provisions of this section shall apply to employees in the classification of Police Officer and Sergeant.

Officer - An officer temporarily assigned to perform the duties of shift supervisor shall be considered working out of classification. When such assignment is performed by an officer, the officer shall be eligible for premium pay for all time worked as shift supervisor. The premium pay shall be five percent (5%) of the employee's regular salary rate. An acting shift supervisor shall remain a member of the bargaining unit during his temporary assignment, but shall assume all ordered duties and responsibilities of other supervisors of similar rank for the duration of the assignment.

Assignments shall be made in the following order: Members of a shift on an active Sergeant promotional list shall be assigned first. If no member is available, the assignment shall be made by seniority.

Sergeant - A Sergeant temporarily assigned to perform the duties of shift Watch Commander shall be considered working out of classification. When such assignment is performed by a sergeant, the sergeant shall be eligible for premium pay for all time worked as shift Watch Commander. The premium pay shall be five percent (5%) of the employee's regular salary rate. An acting shift Watch Commander shall remain a member of the bargaining unit during the temporary assignment, but shall assume all ordered duties and responsibilities of other supervisors of similar rank for the duration of the assignment.

When the regular shift Watch Commander has worked a minimum of three (3) hours of the regular shift, sergeants will not be eligible to collect working out of classification pay for that shift. Temporary working out of classification assignments shall not be governed by seniority. The regular shift Watch Commander shall designate the temporary assignment of Watch Commander by Personnel Order. If no such designation is made, the assignment will be governed by seniority.

18.5 PROMOTIONS

When employees are promoted to a higher classification, their salary³ shall be adjusted upwards a minimum of four and one-half percent (4 1/2%) over the old salary rate in the lower classification, or to the next higher salary rate in the new classification, whichever is greater. The date of the appointment shall become the new anniversary date for future salary increases within the salary range of the new class.

18.6 FIELD TRAINING OFFICER PAY⁴

An employee assigned as a field training officer ("FTO") shall, for the period of time while actually performing such duties, receive an additional ten percent (10%) of regular base salary in addition to regular salary, including sergeants when assigned to train another sergeant.

18.7 K-9 OFFICER PAY

A K-9 Officer shall receive an additional ten percent (10%) of regular base salary in consideration of the time spent for K-9 program maintenance.

³Base rate plus incentives described in 18.14 Incentive Pay.

This Section shall also apply to Sergeants if they are assigned to work and handle a dog as part of the K-9 Program.

18.8 MOTORCYCLE PAY / VEHICLE CRIMES TEAM (VCT)

Any employee assigned to motorcycle duty or the Vehicle Crimes Team (VCT) shall receive an additional five percent (5%) of base salary while actually performing these duties.

18.9 S.E.R.T. SPECIALTY PAY (Special Emergency Response Team)

Any employee assigned to the S.E.R.T. team shall receive specialty pay based on the assignment as shown in the following schedule:

S.W.A.T. Tactical Team -	5%
S.W.A.T. Safety Officer -	5%
Bomb Technician -	5%
Hazardous Materials Response Team -	5%
Crisis Negotiator -	5% when actually performing the duties.

18.10 DETECTIVE PAY

Employees assigned to act as detectives shall receive additional pay as follows:

Long-term assignments -	5%
Career development assignments -	3%

All positions are assigned and maintained at the discretion of the department.

18.11 INSTRUCTOR PAY

Any employees assigned as instructors shall receive an additional five percent (5%) of regular base pay while actually performing these duties. Employees assigned as instructors will not be considered to be performing instructor duties for any prep time necessary to complete their instructor duties.

18.12 TRANSLATOR PAY

Employees who are deemed qualified by the Department as a translator shall receive an additional five percent (5%) of base pay. Languages eligible for translator pay are Russian, Japanese, Chinese, Vietnamese, Korean, Spanish, Sign Language, Portuguese, and German. The Department shall determine the certification requirement for eligibility and may require re-certification at any time at the department's expense. Additional languages may be added for eligibility for translator pay upon mutual agreement of the department and the Association.

18.13 ELIGIBILITY FOR SPECIALTY PAYS

Employees are eligible for specialty pay compensation not to exceed a total of eight percent (8%) of base pay as specified in 18.6 – 18.12. The eight percent (8%) limit is allocated as follows: five-percent (5%) maximum for one specialty; seven percent (7%) for two specialties and eight percent (8%) for three specialties. The exception to the eight percent (8%) limit is Field Training Officer and K-9 officer pay. FTO (18.6) and K-9 (18.7) assignments will be eligible for a maximum of ten percent (10%) while assigned to those duties.

18.14 INCENTIVE PAY⁵

Regular employees who satisfy and continue to satisfy all of the requirements specified below shall receive incentive pay equal to four percent (4%) per month of their base salary on the date the following requirements are met:

- A. Complete the probationary period;
- B. Maintain for the previous twelve (12) months, and continue to meet, job-related performance expectations;
- C. Possess an Intermediate Certificate from the D.P.S.S.T.; and
- D. Notify the City in writing of receipt of the certificate

Employees who satisfy and continue to satisfy all of the above requirements and also possess an Advanced Certificate from the Department of Public Safety Standards and Training, shall receive an additional four percent (4%) per month, for a total of eight percent (8%) of their base salary per month.

Sergeants shall be eligible for incentive pay under the conditions specified above for an Advanced D.P.S.S.T. Certificate at the first level and a Supervisory D.P.S.S.T. Certificate at the second level. New sergeants will carry patrol officer incentive for the first year (same dollar amount received while patrol officer).

ARTICLE 19 – OVERTIME

19.1 DEFINITION

As used in this contract, “overtime” shall mean that time an employee is authorized and directed to work in excess of eight (8) or ten (10) hours in one day, or any time in addition to a scheduled 40-hour shift week.

Overtime shall be computed to the nearest quarter hour. Employees must submit an accurate daily attendance report (DAR) within ten (10) days of when the overtime was earned including all compensatory time earned on that day.

⁵ This section shall also apply to the Police Technician and Criminalist classifications so long as they meet all of the standards set out for D.P.S.S.T. Certification.

For employees working the 5-9 schedule, “overtime” shall mean time worked in excess of nine (9) hours in a regularly scheduled workday, time worked on a regularly scheduled day off, or time worked in excess of 81 hours during the two (2) week period covered by the shift.

19.2 CALLBACK

Callback is defined as hours worked after a length of time exceeding 59 minutes from the end of a scheduled shift. Employees shall be compensated for a minimum of three (3) hours of duty at the overtime rate when called back to duty and four (4) hours when called back on their regularly scheduled day off or previously scheduled holiday, vacation or PTO day. Callback does not include overtime that is continuous with the beginning or end of an employee's shift, nor does it include situations in which returning to work is voluntary (e.g., reserve advisors, explorer/cadet advisors) or for division meetings and community policing meetings.

Sergeants attending division meetings shall be compensated by straight (hour-to-hour) overtime when such division meetings are held as a direct result of the request of GPOA supervisory members (sergeants) to hold such meetings for the purpose of disseminating information in a timely and accurate manner.

All official (Department) telephone calls to an off-duty employee during the employee’s designated sleep period shall be considered a callback and the employee shall receive a minimum of one (1) hour at time and one-half for each such call. Calls which direct an employee to physically report for duty or inquire as to the employee’s availability for overtime shall not be subject to this provision. The designated sleep period for employees working day shift shall be 10 p.m. to 6 a.m.; swing shift shall be 2 a.m. to 10 a.m.; and graveyard shift shall be 10 a.m. to 6 p.m..

Telephone calls that require an off-duty employee to do an additional action from their residence or location where they received the call, will receive a minimum of one (1) hour overtime. If the additional action, (such as a call to the DA’s office for follow-up or availability or making arrangements for child care) takes longer than one (1) hour, then the action will be time for time at the overtime rate.

Members will record the following information in the comments section of the daily attendance report; time of call, duration of call, caller, nature of the call, and what, if any, additional actions the member took as a result of the call.

19.3 COURT APPEARANCES

Employees reporting for duty for authorized court appearances after a length of time exceeding 59 minutes from the end of a scheduled shift or more than 59 minutes prior to the beginning of a regular shift shall be compensated for a minimum of three (3) hours of duty at the overtime rate. This provision applies only to authorized court appearances resulting from employment with the City. All witness fees, mileage allowance, and related remuneration paid by a court for such appearance shall be turned over to the City.

Employees reporting for duty for authorized court appearances on their regularly scheduled days off or previously scheduled holiday or PTO day shall be compensated for a minimum of four (4) hours of duty at the overtime rate.

Any member of the bargaining unit who retires on or after January 1, 2006, shall be compensated by the City when subpoenaed to appear in court as a witness in a criminal or civil case as a consequence of the member's employment with the city prior to retirement. The compensation shall be the current maximum rate for the position of Police Officer. Payment will be straight time for the hours in court with a minimum payment of four (4) hours for each day of such service. Retired members requesting payment will submit an invoice to the City and provide a copy of the subpoena for purposes of verification of attendance. The City will process the invoice within three (3) weeks of the submission of the invoice.

19.4 CALLBACK FOR CORRECTIONS

Time spent by employees called back to work to correct improper work that should have been performed during normal working hours, or for remedial training, shall not be considered callback.

19.5 RATE

Overtime shall be compensated at the rate of time and one-half the regular salary rate, but in no event shall such compensation be received twice for the same hours. Compensation shall be in the form of cash payment, unless the employee chooses to accrue compensatory time as outlined below. Overtime shall be paid no later than the pay period following the pay period in which it was accrued.

19.6 COMPENSATORY TIME

An employee may accrue up to and maintain eighty (80) hours of compensatory time off in lieu of cash payment.

No employee may accrue more than eighty (80) hours of compensatory time. In order to be eligible to earn compensatory time, employees must submit an accurate daily attendance report (DAR) within ten calendar days of the day the compensatory time was earned including all compensatory time earned on that day. Employees may not submit DAR's that reflect compensatory time earned on any other day.

Accrued compensatory time may be cashed out six (6) times each year: February, April, June, August, October, and in December.

Requests to use accrued compensatory time must be submitted to the Department in writing at least three (3) days in advance and shall be granted. If the comp time off results in overtime and if the overtime shift is not filled within twenty-four (24) hours of the beginning of the leave, the request will be denied.

19.7 EXCEPTIONS

Employees shall not receive overtime for days they are called to court or other administrative hearings while on any paid leave that is scheduled by the employee when they have knowledge of such conflict. In this situation, employees will be paid for actual time worked and their leave will be reduced by the actual time worked. This section is intended to prevent any scheduling of paid leaves for the purpose of obtaining additional compensation. Subject to 19.4 above, if appearances are necessary other than what is described above, the employees use of leave will be reduced by the amount of time they spend in court or the hearing, or the callback amount, whichever is greater.

All travel outside of the Portland metropolitan area related to training shall be paid at straight time.

ARTICLE 20 - INSURANCE

20.1 MEDICAL, DENTAL, VISION

The City agrees to provide LOC Medical Plan VB-PPP (\$200 deductible, 90%/10% in-network or 70%/30% coinsurance out-of-network and \$5,000 stop loss), VSP Vision or substantially comparable insurance plans as the “base medical plan” until March 1, 2006.

The City will pay 100% of the premium for each tier of coverage of the “base medical plan” (LOC Medical Plan VB-PPP or VC-PPP) until such time that premium cost sharing may be implemented according to the formula and time schedule described below.

Commencing March, 2006, the City shall provide LOC Blue Cross Medical Plan VC-PPP (\$300.00 deductible, 90%/10% in-network or 70%/30% coinsurance out-of-network and \$5,000 stop loss) as the “base medical plan.”

Commencing on January 1, 2008, the following contribution formula shall be in effect:

The City shall pick up the first 10% of any increase in the base medical and vision insurance premiums on a per tier basis. Any increase in premiums above this percentage shall be shared between the City and the individual members on a 50%/50% basis. However, employees shall not pay more than 10% of the total monthly premium.

To determine if there will be cost sharing in 2008, the above formula shall be calculated using the August 1, 2007 premium change. If cost sharing results from this calculation, the cost sharing shall not be implemented until January 1, 2008, and would remain in effect for the entire calendar year.

There shall be no cost sharing for employees in calendar year 2006 or in calendar year 2007.

Employees may buy up to any other medical plan offered including Kaiser and any other Blue Cross plans offered to other City employees by paying the difference between the City’s contribution required for the “base medical plan” (LOC Medical Plan VC-PPP) and the premium cost of any other such plan.

The City will continue to offer the current Kaiser medical plan or a substantially comparable HMO plan. The city will also provide LOC Dental Plan III or substantially comparable dental plan for the life of this Agreement.

Should the City decide to purchase different insurance plans than those described above the Association retains the right to confer with the City on the selection of new insurance plans before any new plan goes into effect.

20.2 LIFE INSURANCE

The City agrees to provide life insurance and accidental death and dismemberment protection for each employee with a face value of at least the employee's annual base salary.

20.3 LONG-TERM DISABILITY

The City agrees to continue to provide the long-term disability insurance plan presently in effect.

20.4 FLEXIBLE SPENDING ACCOUNT

The City will offer a flexible spending account program that meets the requirements of Internal Revenue Code Section 125. Participation in this program is voluntary.

20.5 LIABILITY

The City will provide liability protection for employees in accordance with ORS 30.285. If, in the course of carrying out its responsibilities, as described in ORS 30.285, the City Attorney determines that there is a potential conflict between the legal interests of the City and an employee, the City shall provide the employee with another lawyer. The City shall pay for the other lawyer, including consultation for the purpose of preparing the employee for an appearance before a grand jury. The employee at any time is entitled to retain and pay, at the employee's expense, for a lawyer of his choice.

20.6 HEALTH REIMBURSEMENT ACCOUNT (HRA/VEBA)

Commencing February 1, 2003, (one year after implementation of the new base medical plan), the City agrees to contribute an additional 1% of an employee's base salary to a Voluntary Employees' Beneficiary Association (HRA/VEBA) to be used by an employee, at their option, for either pre- or post-retirement eligible expenses.

ARTICLE 21 - GENERAL PROVISIONS

21.1 OUTSIDE EMPLOYMENT

In order to work at outside employment, such employment is at the sole discretion of the Chief of Police, must be approved in advance by the Chief of Police and must conform to the following:

- A. Be compatible with the employee's City work;
- B. In no way detract from the efficiency of the employee in the City work;
- C. In no way be a discredit to City employment; and
- D. Always be secondary to City employment, even when the employee is called upon for extra City work.

Any employee authorized to work for an outside employer shall not use City-provided uniforms or equipment while engaged in outside employment, unless authorized by the Chief of Police. The Chief of Police may withdraw approval for outside employment, when in the Chief's sole discretion, the outside employment does not conform to A through D above.

21.2 EXISTING CONDITIONS

Unless otherwise provided herein, no employee shall suffer a reduction in wages or related economic benefits as a result of the signing of this Agreement. Only those existing and future benefits and work rules specifically covered by the terms of this Agreement shall be affected by execution of this Agreement.

21.3 COPIES OF PROCEDURES AND CONTRACT

The City will place and maintain in appropriate locations, copies of the Department's general orders and operating rules and procedures. The City shall provide copies of this Agreement to new employees at the time of their employment. The Association shall provide copies of this Agreement to its members at no cost to the City.

21.4 PROBATIONARY PERIOD

The entry probationary period shall be eighteen (18) months. Non-sworn entry level personnel in the classifications of Police Technician, Sr. Police Technician and Criminalist shall be subject to a twelve (12) month probationary period. Employees hired under the City's lateral entry program or who are promoted within the unit shall be subject to a twelve (12)-month probationary period. The probationary period may be extended by mutual agreement between the Association and the City. Prior to completion of the probationary period, probationary employees may be discharged at any time with or without cause and without recourse, right of grievance or appeal under the terms of this Agreement.

Employees failing probation as a Sergeant or Lieutenant shall be returned to their previous classifications.

21.5 INTERNAL INVESTIGATION

The City agrees to abide by the current adopted internal investigation procedure and Section 600, Discipline, of the Rules and Regulations. The City will first give the Association an opportunity to review and comment on any changes in the above, and the City agrees to collectively bargain over any mandatory negotiable changes in the above.

21.6 UNIFORMS/CLEANING

If an employee is required by the City to wear a uniform, protective clothing, or any type of protective device, the uniform, protective clothing, or protective device shall be furnished to the employee by the City. The cost of maintaining the uniform or protective clothing shall be paid by the City. Cleaning shall be limited to three (3) uniforms per week per employee.

The City will provide a clothing maintenance allowance of sixty dollars (\$60) per month to an employee routinely assigned to a non-uniformed assignment for more than ninety (90) consecutive calendar days. Such allowance

shall be paid quarterly and shall be effective from the date of assignment. This paragraph shall not apply to uniformed officers that are assigned to light duty. Non-uniformed assignments may also utilize the cleaning services provided for in this section without cost so long as the cleaning does not exceed one (1) suit per week per employee.

21.7 TRAINING

The City agrees to make efforts to provide opportunities for a minimum of forty (40) hours of training per employee each calendar year, excluding time spent in firearms qualification. Where practical, the City will attempt to gain D.P.S.S.T. accreditation for such training.

21.8 SAFETY

The City and the Association agree to cooperate in an effort to ensure compliance with the City's Safety Manual and the continued practice of maintaining safe working conditions for employees, and will encourage employees to work regularly in a safe manner.

Safety issues may be submitted to the City Safety Committee for study; employees submitting items to the Safety Committee must comply with Committee procedures and policy decisions. The Association shall be provided with a copy of the City's Safety Manual and any proposed modifications to the City's Safety Manual at least thirty (30) days prior to the implementation of the proposed modifications.

21.9 MEMORANDA OF UNDERSTANDING

Should the City and the Association agree to modify this Agreement while it is in effect, the parties shall create and sign a memorandum of understanding (MOU). Unless otherwise agreed, all MOUs shall be negotiated between the members of the City bargaining team and the Association bargaining team, who shall meet and confer about the issues before a memorandum is signed.

MOUs shall be written in a mutually agreed upon format, and shall be labeled and attached to this Agreement in numerical order. If the City and the Association sign a significant number of memoranda of understanding during the life of this Agreement, the parties agree to incorporate the memoranda into the existing Agreement.

21.10 DISCRIMINATION OR HARASSMENT COMPLAINTS

- A. Members of the Association are covered by the provisions of the Gresham Administrative Rules and the Affirmative Action Plan, which contain the City's Discrimination or Harassment Policy and Complaint Procedure. Gresham Administrative Rule, Article 3.25.010, specifies that the Human Resources Director shall be responsible for developing and maintaining procedures for reporting, investigating and resolving complaints or discrimination or harassment.
- B. The City's Police Department has a well-defined procedure in General Order 1.02.11 for the investigation of complaints regarding Department rule violations.
- C. The parties agree that investigations regarding complaints of discrimination or harassment directed at Association members will be conducted according to Police Department General Order 1.02.11,

Internal Investigation Procedure. The lead investigator will be a Department member and the assisting investigator will be a member, or designee, of the Human Resources Department.

- D. The results of the investigation will be submitted to the Human Resources Director for review and written comment. The review will be completed no later than fourteen (14) days from the receipt of the investigation results, unless the Human Resources Director notifies the Chief of Police, in writing, of the need for additional time. The Human Resources Director will then forward the investigative package to the Chief of Police for final disposition.
- E. Records regarding the investigation will be filed in accordance with General Order 1.02.11 and will be disposed of according to the retention schedule as established by the State Archivist regarding this type of investigation; provided, however, that disposition of such records under this provision shall not affect the right or obligation of the City Attorney's Office to retain copies of such records in anticipation of civil litigation against the City.
- F. Complaints of harassment or discrimination may be submitted either in accordance with General Order 1.02.11, or with the City's Discrimination or Harassment Policy and Complaint Procedure.
- G. Nothing in this section shall relieve a supervisor from responsibility for handling a complaint regarding discrimination or harassment at the supervisory level of authority.
- H. The remaining provisions of the Gresham Administrative Rules will continue to apply, unless superseded by this Collective Bargaining Agreement or a Memorandum of Understanding.

ARTICLE 22 - LEGAL FEES

The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of his or her duty as an employee for the City of Gresham.

The City also agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of a member's use of physical force (as defined by O.R.S. 161.015) which results in a serious physical injury (as defined by O.R.S. 161.015) or death, or member's use of deadly physical force (as defined by O.R.S. 161.015), when the City or Association can reasonably predict that a criminal investigation related to the member's actions or conduct could be initiated.

In exceptional circumstances not covered specifically by this agreement, the Association President or designee may request on behalf of the involved member, that the City provide legal fees reimbursement as set forth in this agreement. The City will determine if the exceptional circumstances reimbursement request is reasonable and in the best interest of all parties and will grant or deny the request in writing. The City's obligation of reimbursement is subject to the following:

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Gresham Police Officers' Association and the City

Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City Attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the City's obligation to reimburse will arise only if the City Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.

Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. If the City in its discretion feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.

Reimbursement will not be made in those instances where:

- A. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident; or
- B. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability and the Department's disciplinary action is upheld in all or part on grievance appeal, if any, of the discipline;
- C. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

- Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
- Legal fees relating to post-grand jury indictment or other charging instrument: \$10,000.

- Legal fees relating to post-grand jury indictment or other charging instrument: \$10,000.

ARTICLE 23 - SAVINGS CLAUSE

Should any portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, the decision of the court shall apply only to the Article, or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute, if possible, for the invalidated article or portion.

ARTICLE 24 - CLOSURE

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

During the life of this Agreement the parties may bargain collectively about the terms of future agreements. All terms and conditions of employment not covered by this Agreement, excluding well-established customs and well-established past practices, shall continue to be subject to the City's direction and control and shall not be subject to further negotiation or to the grievance procedure.

ARTICLE 25 - TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012.

1/14/09 WJC January WJC

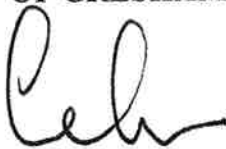
This Agreement shall be renewed automatically from year to year beyond the expiration date unless the City or the Association notifies the other, in writing, prior to July 15, of the expiring or any subsequent year, that it desires to open the Agreement for negotiations. In the event notification is given, negotiations shall begin no later than September 1. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

*WJC March
1/14/09 WJC*

ARTICLE 26 - EXECUTION OF AGREEMENT

This Agreement is amended and executed on this the 15th day of July, 2009 by:

CITY OF GRESHAM



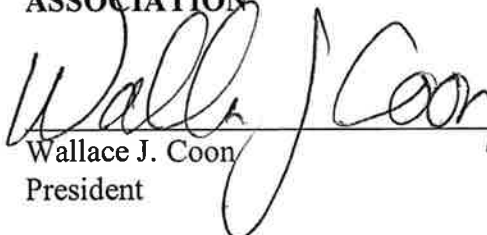
Erik Kvarsten
City Manager

Reviewed as to form:



Heather Pauley
Senior Assistant City Attorney

**GRESHAM POLICE OFFICERS'
ASSOCIATION**



Wallace J. Coon
President

Reviewed as to form:



Mark Makler
Attorney for the Association

APPENDIX A

ORS 166-200-0090

Personnel Records

(1) **Affirmative Action Records** Records document city compliance with the statutes and regulatory requirements of the U.S. Equal Employment Opportunity Commission. May include plans, updates, policy statements, reports, and supporting information. (Minimum retention: (a) Plans, updates, and policy statements, retain permanently; (b) Other records, retain 3 years).

(2) **Collective Bargaining Records** Records documenting negotiations between the city and employee representatives. May include contracts, reports, negotiation notes, letters of agreement, arbitration findings, cost analyses, minutes, tape recordings, and related records. SEE ALSO Contracts and Agreements in the Recorder-General section. (Minimum retention: (a) Contracts and minutes, retain 75 years after contract expires; (b) Other records, retain 6 years after contract expires).

(3) **Comparable Worth Study Records** Records document the analysis, study, and resolution of pay equity, alleged job discrimination, and related issues involving the city and its employees. May include job content questionnaire summaries, position allocation reports, personnel reclassification studies, job category listings, study outlines, graphs, tables, and related records. (Minimum retention: (a) Final study or report, retain permanently; (b) All other records, retain 5 years).

(4) **Disciplinary Action Records** Records document dismissal, suspension, progressive disciplinary measures, and other actions against employees. May include statements, investigative records, interview and hearing records, findings, and related records. May be filed with Employee Personnel Records. (Minimum retention: (a) Investigations resulting in termination, retain 10 years after employee separation; (b) Investigations resulting in disciplinary action or exoneration, retain 3 years after resolution; (c) Unfounded investigations, retain 3 years).

(5) **Employee Benefits Records** Records document an individual city employee's benefit information such as selection of insurance plans, retirement, pension, and disability plans, deferred compensation plans, and other benefit program information. Records may include but are not limited to plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, year-end leave balance reports, notices of disability payments made, and related documentation. Records may be filed with the Employee Personnel Record. SEE ALSO the Payroll section. (Minimum retention: (a) Year-end leave balance reports and official copy of retirement enrollment records, retain 75 years after date of hire; (b) All Other records, retain 3 years after employee separation or eligibility expired).

(6) **Employee Medical Records** Records document an individual employee's work related medical history. These records are not personnel records and must be kept in a separate location from employee personnel records as required by the Americans with Disabilities Act. Records may include but are not limited to medical examination records (pre-employment, pre-assignment, periodic, or episodic), X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, hearing test records, hazard exposure records, first-aid incident records, physician statements, release consent forms, and related correspondence. SEE ALSO Hazard Exposure Records in this section. (Minimum retention:

(a) Hazard exposure records, retain 30 years after separation [29 CFR 1910.1020]; (b) Other records, retain 6 years after separation).

(7) **Employee Personnel Records** Records document an individual employee's work history. Records may include but are not limited to applications; notices of appointment; employment applications; training and certification records; records of health limitations; salary schedules; tuition reimbursement records; personnel actions; performance appraisal evaluations; letters of commendation and recommendation; letters of reprimand; notices of disciplinary action; notices of layoff; letters of resignation; home address and telephone disclosures; emergency notification forms; oaths of office; grievance and complaint records; and related correspondence and documentation. Records may be exempt from public disclosure per ORS 192. 502 (2). SEE ALSO Disciplinary Action Records, Employee Benefits Records, Employee Medical Records, Grievance and Complaint Records, Recruitment and Selection Records, and Volunteer Worker Records in this section. (Minimum retention: (a) Letters of reprimand and notices of disciplinary action, retain 3 years; (b) All other records, retain 6 years after separation).

(8) **Employee Recognition Program Records** Records document the recognition of employees for special service to the city. May include service awards, recognition certificates, commendations, award nominations, lists of past recipients, and presentation or ceremony records and photographs. Some records in this series may have historic value. For appraisal assistance contact the Oregon State Archives. SEE ALSO Employee Suggestion Award Records in this section. (Minimum retention: 6 years).

(9) **Employee Suggestion Award Records** Records document an employee suggestion program where employees may submit suggestions that improve effectiveness, efficiency, and economy in city government. Employees may receive awards for adopted suggestions. Records may include suggestion forms and evaluations, award information, and related documentation. SEE ALSO Employee Recognition Records in this section. (Minimum retention: (a) Adopted suggestions, retain 2 years; (b) Suggestions not adopted, retain 1 year).

(10) **Employment Eligibility Verification Forms (I-9) Records** document the filing of U.S. Immigration and Naturalization Service Form I-9 form, which verifies that an applicant or employee is eligible to work in the United States. Information includes employee information and verification data such as citizenship or alien status and signature, and employer review and verification data such as documents, which establish identity and eligibility, and employer's signature certifying that documents have been checked. (Minimum retention: 3 years after date of hire or 1 year after employee separation, whichever is longer (8 CFR 274a.2)).

(11) **Equal Employment Opportunity Complaint Records** Case files maintained in relation to discrimination complaints made against the city. Records may include complaints, reports, exhibits, withdrawal notices, copies of decisions, hearings and meetings records, and related documentation and correspondence. (Minimum retention: 3 years after final decision issued).

(12) **Equal Employment Opportunity (EEO) Compliance Records** Reports and related records maintained by cities with 15 or more employees in compliance with U.S. Equal Employment Opportunity Commission regulations. Contains EEO-4 reports and all records related to the completion of the reports. (Minimum retention: 3 years).

(13) **Equal Employment Opportunity Policy Development Records** Records document the adoption and administration of city programs to set personnel policies and procedures within the scope of the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972. May contain anti-discrimination committee

meeting records and reports, workplace analyses, discrimination complaint policies and procedures, and related records. (Minimum retention: (a) Plans, updates, and policy statements, retain permanently; (b) All other records, retain 3 years).

(14) **Grievance and Complaint Records** Grievances or complaints filed by current employees, terminated employees, applicants, or private citizens regarding employment practices. Often relates to interpretations and alleged violations of employment contracts. Records often include complaints, investigation records, interview and hearing reports, arbitrator's findings and decisions, tape recordings and related records. (Minimum retention: 3 years).

(15) **Hazard Exposure Records** Records document a city employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous work related conditions. These records are not personnel records and should be maintained in an Employee Medical File. Records may include but are not limited to hearing test records, radiation measurement records, blood test or other laboratory results, incident reports, first-aid records, X-rays, work station air sampling reports, and correspondence. SEE ALSO Employee Medical Records in this section. (Minimum retention: 30 years after separation [29 CFR 1910.1020]).

(16) **Photo Identification Records** Photographs and other records used to identify city employees, private security personnel, contract workers, and others. May include photographs taken for city identification cards, driver's license photographs, and information such as name, date of birth, physical description, identification number, driver's license number, and other data. (Minimum retention: Until superseded or obsolete).

(17) **Position Description, Classification, and Compensation Records** Records document the description, classification, and compensation of city jobs and positions. Usually includes details of duties and responsibilities of each position, time percentage breakdowns of tasks, skills and abilities needed for each position, and related records documenting the development, modification, or redefinition of each job or position. Records often include reports, position descriptions, position evaluations, compensation studies, job analyses, interview data, selection criteria, authorizations, agreements, and related records. (Minimum retention: 3 years after obsolete or superseded).

(18) **Recruitment and Selection Records** Records document the recruitment and selection of city employees. Records may also document the recruitment and selection of contracted service providers such as attorneys, auditors, insurance agents, labor consultants, and others. Records may include but are not limited to job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, classification specifications, affirmative actions records, interview questions, interview and application scoring notes, applicant background investigation information, letters of reference, civil service records, position authorization forms, certifications of eligibles, recruitment summary records (job announcement, position description, documentation relating to the announcement and test, and test items and ratings levels), and related correspondence and documentation. SEE ALSO Employee Personnel Records and Employment Eligibility Verification Forms (I-9) in this section. (Minimum retention: (a) Announcement records, position description, and test and rating records, retain 10 years; (b) Unsolicited applications and resumes, retain 3 months if not returned to the solicitor; (c) Unsuccessful applications and other records, retain 3 years after position filled or recruitment canceled).

- (19) **Training Program Records** Records related to the design and implementation of training programs provided to employees by the city. May include class descriptions, instructor certifications, planning documentation, instructional materials, course outlines, class enrollment and attendance records, and related records. SEE ALSO Employee Personnel Records for training records related to individual employees. (Minimum retention: (a) Significant program records, retain 5 years; (b) Class enrollment and attendance records, retain 2 years; (c) All other records, retain 1 year).
- (20) **Volunteer Program Records** Records document the activities and administration of volunteer programs in the city. Useful for program planning. May include volunteer hour statistics, volunteer program publicity records, insurance requirement information, inactive volunteer files, and related records. For records related to individual volunteers, see Volunteer Worker Records in this section. (Minimum retention: 4 years).
- (21) **Volunteer Worker Records** Records document work performed for the city by citizens without compensation for their services. May include agreements, applications, skills test results, training documentation, task assignment and monitoring records, and related information. (Minimum retention: 4 years after separation).
- (22) **Benefits Continuation Records** Records document notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave. Continuation may be under COBRA or another provision. Notice is also sent to a third party administrator who administers the extended coverage. The records typically consist of notices sent and correspondence. Records may be filed with the Employee Benefits Records or Employee Personnel Records. SEE ALSO Employee Payroll Records in the Payroll section. (Minimum retention: 3 years after employee separation or eligibility expired).
- (23) **Criminal Background Check Records** Records document the pre-employment or periodic criminal record checks performed on prospective or current staff, faculty, and volunteers. Records may include but are not limited to a log recording when background checks are done and who they are done on, and a fingerprint-based criminal history verification form documenting the result of a criminal history background check coordinated by the Oregon Law Enforcement Data System (LEDS). The form includes name and other personally identifiable information, indication of existence or absence of criminal record, and related documentation. (Minimum retention: (a) Background check log, retain until superseded or obsolete; (b) All other records, retain 90 days).
- (24) **Drug Testing Records** Records document the testing of current and prospective employees for controlled substances prohibited by policy, procedure, or statute. Records may include but are not limited to the documentation of test results, the collection process, the random sample process, and those documenting the decision to administer reasonable suspicion drug testing. (Minimum retention: (a) Positive test results, retain 5 years; (b) Negative test results, retain 1 year).

APPENDIX B

GRESHAM POLICE OFFICERS' ASSOCIATION

Salary Schedule

Effective July 1, 2009, all employees as former Step 1 on June 30, 2009 will move to new Step 1 in the July 1, 2009 salary table below and then proceed through the steps per terms set forth in this collective bargaining agreement. For new Steps 6 and Step 7 set forth in the July 1, 2009, salary table below, all employees would move to these steps in conjunction with their traditional salary anniversary date. Effective July 1, 2010, and July 1, 2011 the salary schedule in effect on June 30 will be increased across-the-board by two and ninety five hundredths percent (2. 95%). The tables below represent those increases for each year calculated on actual values, rounded to the nearest dollar.

Effective July 1, 2008

JOB #	JOB TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2211	Police	\$3,218	\$3,371	\$3,539	\$3,702	\$3,887	\$4,071	
	Technician	\$38,616	\$40,452	\$42,468	\$44,424	\$46,644	\$48,852	
2213	Senior Police	\$3,702	\$3,887	\$4,071	\$4,279	\$4,495	\$4,721	
	Technician	\$44,424	\$46,644	\$48,852	\$51,348	\$53,940	\$56,652	
2202	Police Officer	\$3,907	\$4,107	\$4,306	\$4,517	\$4,749	\$4,984	\$5,235
		\$46,884	\$49,284	\$51,672	\$54,204	\$56,988	\$59,808	\$62,820
2212	Criminalist	\$4,107	\$4,306	\$4,517	\$4,749	\$4,984	\$5,235	
		\$49,284	\$51,672	\$54,204	\$56,988	\$59,808	\$62,820	
2205	Police Sergeant	\$5,043	\$5,293	\$5,558	\$5,843	\$6,135	\$6,440	
		\$60,516	\$63,516	\$66,696	\$70,116	\$73,620	\$77,280	

Effective July 1, 2009

JOB #	JOB TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2211	Police	\$3,371	\$3,539	\$3,702	\$3,887	\$4,071	\$4,275	
	Technician	\$40,452	\$42,468	\$44,424	\$46,644	\$48,852	\$51,300	
2213	Senior Police	\$3,887	\$4,071	\$4,279	\$4,495	\$4,721	\$4,957	
	Technician	\$46,644	\$48,852	\$51,348	\$53,940	\$56,652	\$59,484	
2202	Police Officer	\$4,107	\$4,306	\$4,517	\$4,749	\$4,984	\$5,235	\$5,497
		\$49,284	\$51,672	\$54,204	\$56,988	\$59,808	\$62,820	\$65,964
2212	Criminalist	\$4,306	\$4,517	\$4,749	\$4,984	\$5,235	\$5,497	
		\$51,672	\$54,204	\$56,988	\$59,808	\$62,820	\$65,964	
2205	Police Sergeant	\$5,293	\$5,558	\$5,843	\$6,135	\$6,440	\$6,762	
		\$63,516	\$66,696	\$70,116	\$73,620	\$77,280	\$81,144	

Effective July 1, 2010

JOB #	JOB TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2211	Police	\$3,470	\$3,643	\$3,811	\$4,002	\$4,191	\$4,401	
	Technician	\$41,640	\$43,716	\$45,732	\$48,024	\$50,292	\$52,812	
2213	Senior Police	\$4,002	\$4,191	\$4,405	\$4,628	\$4,860	\$5,103	
	Technician	\$48,024	\$50,292	\$52,860	\$55,536	\$58,320	\$61,236	
2202	Police Officer	\$4,228	\$4,433	\$4,650	\$4,889	\$5,131	\$5,389	\$5,659
		\$50,736	\$53,196	\$55,800	\$58,668	\$61,572	\$64,668	\$67,908
2212	Criminalist	\$4,433	\$4,650	\$4,889	\$5,131	\$5,389	\$5,659	
		\$53,196	\$55,800	\$58,668	\$61,572	\$64,668	\$67,908	
2205	Police Sergeant	\$5,449	\$5,722	\$6,015	\$6,316	\$6,630	\$6,961	
		\$65,388	\$68,664	\$72,180	\$75,792	\$79,560	\$83,532	

Effective July 1, 2011

JOB #	JOB TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2211	Police Technician	\$3,573	\$3,750	\$3,923	\$4,120	\$4,315	\$4,531	
		\$42,864	\$45,000	\$47,076	\$49,440	\$51,780	\$54,372	
2213	Senior Police Technician	\$4,120	\$4,315	\$4,535	\$4,764	\$5,004	\$5,254	
		\$49,440	\$51,780	\$54,420	\$57,180	\$60,036	\$63,048	
2202	Police Officer	\$4,353	\$4,564	\$4,787	\$5,033	\$5,282	\$5,548	\$5,826
		\$52,236	\$54,768	\$57,444	\$60,396	\$63,384	\$66,576	\$69,912
2212	Criminalist	\$4,564	\$4,787	\$5,033	\$5,282	\$5,548	\$5,826	
		\$54,768	\$57,444	\$60,396	\$63,384	\$66,576	\$69,912	
2205	Police Sergeant	\$5,610	\$5,891	\$6,192	\$6,502	\$6,826	\$7,166	
		\$67,320	\$70,692	\$74,304	\$78,024	\$81,912	\$85,992	

APPENDIX C

EXAMPLE OF COST SHARING CALCULATION IF MEDICAL PLAN INCREASES 15%

<u>Current Premiums</u>		<u>City Contrib.</u>	<u>GPOA Contrib.</u>	<u>New Premiums w/15% Inc.</u>
EE Only	442.07	427.79	14.28	EE Only 508.38
EE + 1	915.89	885.33	30.56	EE + 1 1053.27
EE + 2	1244.23	1204.11	40.12	EE + 2 1430.86
<u>Difference in Premiums</u>				
			66.31	
			137.38	
			186.63	

Cost Share Breakdown According to Contract Language; City picks up first 10%, City and Employee split remaining 50/50; If there were a 15% increase, the split would be as follows:

City:	12.50%
GPOA:	2.50%

Calculating Cost Share

Percentage of Increase Breakdown - Group's percentage of increase divided by total percentage of increase (15%)

City factor - $12.5\%/15\% = .83333$

Employee factor - $2.5\%/15\% = .16666$

Cost Sharing Calculations for City and Employee

EE Only - $66.31 \times .83333 = 55.26$ City
 EE + 1 - $137.38 \times .83333 = 114.48$ City
 EE + 2 - $186.63 \times .83333 = 155.53$ City

EE Only - $66.31 \times .16666 = 11.05$ Employee
 EE + 1 - $137.38 \times .16666 = 22.90$ Employee
 EE + 2 - $186.63 \times .16666 = 31.10$ Employee

City - Previous city contribution plus new dollar increase

EE Only = $427.79 + 55.26 =$ 483.05
 EE + 1 - $885.33 + 114.48 =$ 999.81
 EE + 2 - $1204.11 + 155.53 =$ 1359.64

GPOA New Cost Sharing - Previous Year Contribution Plus New Premium Year Contribution

EE Only - $14.28 + 11.05 =$ 25.33
 EE + 1 - $30.56 + 22.90 =$ 53.46
 EE + 2 - $40.12 + 31.10 =$ 71.22

Sideletter of Agreement

Purpose:

This Sideletter of Agreement is for the express purpose of clarifying points of concurrence concerning Article 19.2 (Callback) of the tentatively agreed upon Collective Bargaining Agreement between the City of Gresham and the Gresham Police Officers' Association (GPOA).

Representatives of Police Management and the GPOA have informally discussed the issue of the "mandatory" or "voluntary" nature of division meetings and Zone Advisory Group (ZAG) meetings to the point of impasse.

Recognizing the need for the timely execution of the tentatively agreed upon Collective Bargaining Agreement, the City of Gresham and the Gresham Police Officers' Association concur on the following issues:

1. (a) Division meetings are held as a direct result of the request by the GPOA's supervisory members (sergeants) that information be disseminated in a timely and accurate method throughout the Department.

(b) The GPOA acknowledges the necessity for its sergeants' attendance at the division meetings for the aforementioned objectives to be accomplished.
2. Sergeants attending division meetings shall be compensated by straight (hour-to-hour) overtime for attendance in accordance with the past practices of the Gresham Police Department.
3. (a) Officers assigned to the Community Based Policing Teams shall be compensated by callback overtime when directed by a supervisor to attend Zone Advisory (ZAG) meetings, if the attendance is at a time exceeding 59 minutes from the end of a scheduled shift, in accordance with the past practices of the Department. Should an officer attend on a strictly voluntary basis, the officer will be compensated by straight (hour-to-hour) overtime.

(b) The GPOA acknowledges the management rights under Article 17 of the Collective Bargaining Agreement to adjust the shifts of officers assigned to Community Policing Teams to manage overtime expenditures by the Department.

Duration and limits:

This Sideletter of Agreement shall remain in force for the duration of the tentatively agreed upon Collective Bargaining Agreement, and for the duration of any collective bargaining process, or arbitration of a successor bargaining agreement.

The parties to this Letter agree it establishes no precedence as to the "voluntary" or "mandatory" nature of division meetings and Zone Advisory Group meetings, and that all elements of this Agreement are subject to the collective bargaining process when the parties negotiate or arbitrate a successor agreement.

Resigned and dated on March 9, 2006.



Jim Paddock, President, GPOA



Carol Murray, Director of Human Resources

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into between the City of Gresham (City) and the Gresham Police Officers' Association (GPOA).

Recital:

The City and GPOA agree that protecting its employees' safety is of the utmost importance. It is understood that this MOU is a means for the City and GPOA to work together to comply with ORS 181.854(2) and to work together in developing a procedure as to how photos will be released.

The parties' agree to the following:

1. When the City receives a request for an employee photograph the City will notify the employee of the request. Photographs will not be released without the employee's written consent unless;
 - A. The photograph is requested under federal or state subpoena. When a photograph is released under subpoena the City will obtain a signed protective order prior to the release of the photograph. The City will notify the employee that the photograph has been released.
2. Prior to using GPOA members' photograph in City-wide or GPD internal newsletters, the City agrees to notify the employee that it would like to use the photograph. If the employee objects to the use of his or her photograph or does not respond with consent within 3 days, the photograph will not be used.
 - A. Consent is defined as an affirmative response by email or a written waiver. Records of the consent shall be maintained by GPD.
 - B. Consent shall be obtained for each occasion the City desires to use a photograph of an employee.
 - C. Internal newsletter, for the purpose of this section, is defined as City or department information accessible to the general public via the internet or other electronic means. It is not intended to include department information or news not intended for public distribution.
3. The City will not ask probationary employees to release their photos during their probationary period.

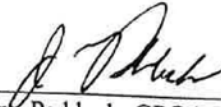
Duration:

This agreement will remain in force for the duration of the parties' Collective Bargaining Agreement, and for the duration of any collective bargaining process, or arbitration of a successor bargaining agreement.

For the City:

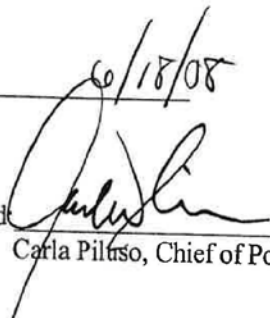
For the Union:

Signed: 
Carol Murray, HR Director

Signed: 
Jim, Paddock, GPOA President

Date: 6/18/08

Date: 6-16-08

Signed: 
Carla Piluso, Chief of Police

Date: 061708

MEMORANDUM OF UNDERSTANDING
between the City of Gresham (City)
and the Gresham Police Officers' Association (GPOA)

Recital:

The City and GPOA wish to address several administrative issues resulting from the implementation of the 2009 -2012 collective bargaining agreement.

The parties' agree to the following:

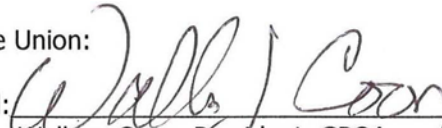
1. Appendix D of the 2009-2012 contract will be removed from the contract and replaced with a corrected GPOA Anniversary Date list that will be kept and maintained by GPOA staff on the shared Y Drive in the Y:/Police/GPOA/GPOA Seniority List -Historical/GPOA Seniority List (incremental by date).xls file for all personnel to view.
2. "Anniversary Date" shall be defined in general as the end of the probationary period and more specifically as;
 - a) The end of a 12 month probationary period if hired as a lateral employee;
 - b) The end of an 18 month probationary period if hired a new recruit employee;
 - c) The end of a 12 month probationary period when an officer is promoted to sergeant;
 - d) The demotion date if a non-probationary Sergeant is demoted to Police Officer;
 - e) The last anniversary date as an officer if a probationary Sergeant is demoted to Police Officer;
 - f) The last anniversary date as a Sergeant if a probationary Lieutenant is demoted to Sergeant.
3. Further, the parties agree that employees scheduled to receive a merit increase based on annual progression through the salary range, as referenced in Article 18.1 of the collective bargaining agreement, shall receive that merit increase on schedule unless notified prior to the anniversary date that performance standards are not being met. The exception is the probationary adjustment that will require a written probationary performance review prior to processing a probationary salary adjustment.

For the City:

Signed: 
Carol Murray, Director of Human Resources

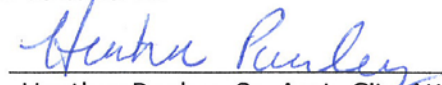
Date: 12/7/09

For the Union:

Signed: 
Wallace Coon, President, GPOA

Date: 12/8/09

Reviewed as to form:

Signed: 
Heather Pauley, Sr. Asst. City Attorney

MOU 09-12/01

