

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TUALATIN POLICE OFFICERS
ASSOCIATION**



**AND THE
CITY OF TUALATIN**



EXPIRES June 30, 2019

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ARTICLE 1 – PREAMBLE

Section 1. This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between the City of Tualatin, Oregon (hereinafter "the City") and the Tualatin Police Officers' Association (hereinafter "the Association") and sets forth the parties' Agreement with regard to wages, hours, and other conditions of employment. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

Section 2. Unless otherwise indicated, any reference to "days" herein for purposes of computation of time refers to "business days", which excludes Saturdays, Sundays and Holidays. Where physical receipt of notice is required, the date of receipt is not included for purposes of computation of time.

ARTICLE 2 – RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time, sworn law enforcement officers, excluding sergeants, lieutenants, captains, chief and confidential, temporary, casual or seasonal employees of the Police Department, with respect to wages, hours and other conditions of employment.

Section 2. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days. If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Subject to the procedures of Article 6, the Association recognizes and agrees to the following: that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads; that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the Police Department; determining standards and levels of service and methods of operation, including subcontracting, where employees are displaced as a result, and the introduction of new equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just cause, promulgating policies and procedures; determining work schedules; assigning work; and, on no less than two (2) months advance written notice, modifying the payroll system and/or pay dates.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. In the exercise of the City's sole prerogatives to select and hire police officers, the City will provide the TPOA input by selecting and appointing at least one TPOA member to panels for the selection and hiring of bargaining unit positions.

At least one TPOA E-Board member shall be allowed to participate, in an active role, in any Sergeant's promotion process. This includes interview panels, boards, or other processes. Participation will be done while "on duty". If an E-Board member is a candidate in the process, they may not be the TPOA representative. The City will consider similar TPOA participation for other "Sworn Police Managers" hiring and promotion processes, but such participation is at the sole discretion of the City.

Section 3. Nothing herein shall be considered a waiver of the Association's rights to collectively bargain any changes in the status quo, which are mandatorily negotiable.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

Section 2. The employer shall make available a copy of this Agreement on the share drive for printing by all Association members.

ARTICLE 5 - CONTINUITY OF SERVICES

Section 1. During the term of this Agreement the Association's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference, which affects the normal operation of the Police Department.

Section 2. In the event of violation of this provision by the Association or members of the Association, the City may discipline or terminate any employee involved in such activity.

ARTICLE 6 - EXISTING CONDITIONS

Section 1. Standards of employment related to wages, hours, and working conditions that constitute mandatory subjects of bargaining and which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition

based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, except as provided for in Section 3 below.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or the status quo as provided in Section 1. hereof.

Section 3. When the parties are not in negotiations for a successor Agreement, and in the event the City desires to amend or modify or change, the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide an Association Executive Board member with written notice of the proposed change. The Association shall have fourteen (14) days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within fourteen (14) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed ninety (90) days. If after the passage of ninety (90) days, the parties have not reached an agreement; either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.698.

The parties shall submit evidence in support of their last best offer pursuant to ORS 243.746. The arbitrator shall make a decision whether the City's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria set forth in ORS 243.746.

ARTICLE 7 - ASSOCIATION BUSINESS

Section 1. Grievances may be investigated on working time of the Association Officer and the employee involved subject to supervisory approval if such investigation does not disrupt City operations. Where such representatives meet with representatives of the City for the purpose of the procedural processing and resolution of grievances, they shall do so without loss of pay. The Association's President or Vice-President, Secretary, Treasurer, or the Sergeant-at-Arms and the employee involved, may process grievances during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or the employee's duties.

Section 2. The City shall allow up to two (2) bargaining unit members to attend contract negotiations during duty hours without loss of pay. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties.

Section 3. The City agrees to furnish and maintain a suitable bulletin board for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 4. On duty employees may attend Association meetings if they are held within the City no more often than quarterly and no longer than two (2) hours in duration, but shall be subject to call. City facilities may be used with advance arrangements.

Section 5. For purposes of this Agreement, any notice required to be given to the Association will be deemed met by deliverance of notification to an Association Executive Board member.

ARTICLE 8 - CHECK-OFF AND PAYMENT IN LIEU OF DUES

Section 1. The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City. Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the fifteenth (15th) day of each month, to be effective on the first (1st) day of the following month.

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, mailing address, telephone number and position for which they were hired.

Section 3. Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) calendar days of becoming a regular employee, or who has joined within such time and withdrawn from membership after such thirty (30) calendar days, shall have deducted from their pay by the City a monthly service fee in the uniform amount of the payment in lieu of dues to the Association.

The payment in lieu of dues shall be segregated by the Association and used on a pro-rate basis solely to defray the cost for its service rendered in negotiating and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the payment in lieu of dues after all other authorized payroll deductions have been made.

Section 4. Any individual employee objecting to payment in lieu of dues based on bona fide tenets or teachings of a church or religious body of which such employee is a member is required to inform the City and the Association of their objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above-mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

Section 5. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any payroll deductions made under this Agreement, and to cooperate fully to correct payroll errors.

ARTICLE 9 - DISCIPLINARY ACTION

Section 1. The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. For purposes of this Agreement, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written policies, and such other factors as are commonly held by arbitrators to comprise just cause. This Article shall not apply to disciplinary action involving probationary employees.

Section 2. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances. Disciplinary action may include termination, demotion, reduction in pay, suspension without pay, or written reprimand, but does not include matters of routine supervisory counseling or oral reprimand.

(A) If suspension without pay is the progressive disciplinary action chosen to be administered by the City, the City and the Association on behalf of the employee, by mutual agreement, may choose to accept a reduction in pay equivalent to the economic impact of the suspension without pay.

(B) The reduction in pay option shall be agreed to in writing and shall set out the amount of reduction, the term of reduction and the limits of the reduction.

Section 3. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee.

Section 4. When the investigation results in a determination of sustained complaint and disciplinary action, the findings and the disciplinary order or letter may be placed in the employee's personnel file, together with any correspondence related thereto.

Section 5. Notice.

If after the complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee and the Association shall be notified in writing of the complaint as soon as is practical. This requirement will not apply where the employee is under investigation for violation of the Controlled Substance Act, or violations, which are punishable as felonies or misdemeanors under law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.

At least twenty-four (24) hours prior to any interview where the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature and allegations of the investigation, including the specific reasons for the interview, whether the City believes the employee is suspect in the investigation, and any information necessary to reasonably inform the employee of the nature of the investigation. The employee also will be informed of and afforded

the opportunity to consult with an Association representative. The City will provide the Association a copy of this notice.

Section 6. General Interview Procedures.

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action as defined in Section 2, will be afforded the following safeguards:

- (A) The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours.
- (B) With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (C) The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. If the interview is scheduled outside of the employee's regular working hours, the appropriate overtime or irregular hours payments will be made to the employee.
- (D) The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
- (E) Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
- (F) The employee shall be entitled to such reasonable intermissions as they shall request for personal necessities.
- (G) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the incident, which is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information, which is developed during the course of the interview. Should an officer reasonably believe that issues of possible criminal conduct exist, the City will not proceed unless it provides a Garrity warning and issues a direct order to respond to questions fully and truthfully, and this shall be deemed sufficient to compel truthful responses which cannot be used in any subsequent prosecution. Written documentation of the Garrity warning will be provided as soon as possible and in a formal, office interview setting Garrity documentation will be provided at the time of the interview.

- (H) If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the employer, the employee or the Association shall be given a complimentary copy thereof.
- (I) Interviews and investigations shall be concluded with no unreasonable delay.
- (J) The employee and the Association shall be advised of the results of the investigation and any future action to be taken on the incident.
- (K) Subject to Article 7, Section 1, the employee and the Association have the right to investigate the matter under the Public Employees Collective Bargaining Act.

Section 7. Investigation Results – Recommendation for disciplinary action:

- (A) The employee and the Association shall be advised of the results of the investigation, provided a copy of the investigation and a copy of the written notice of a disciplinary meeting.
- (B) The notice will state the charges or reasons for the disciplinary action. Said notice shall also inform the employee that they have the right to a hearing concerning the reasons for the disciplinary action prior to the action becoming final.
- (C) A hearing shall be scheduled ten (10) business days after the date of the notice. A reasonable extension may be requested by either the city or the Association, and shall be mutually agreed upon. An employee may voluntarily waive the due process hearing if they so desire.
- (D) The employee shall have the right to have a representative present at the hearing.
- (E) At the hearing, the employee or the Association on behalf of the employee shall have the opportunity to present written and/or oral evidence, which may refute and/or mitigate the reasons for the disciplinary action.
- (F) After the above referenced hearing or intentional waiver and/or the completion of any additional investigation by the City as may be deemed appropriate based on the employee's response, the City shall provide the employee and the Association with a written decision. This written decision shall be provided within twenty (20) days following completion of the hearing.
- (G) Upon request by the employee or by the Association, the City will provide the investigative file relied upon in the determinations concerning the imposition of discipline. This will occur at the time the written decision described in sub-paragraph (F) of this article is conveyed imposing

economic discipline. In the case of lesser sanctions, one copy of the investigative file will be provided to the Association within five (5) working days of a request by the Association or the employee.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. This procedure shall be the exclusive means of resolving disputes arising under this Agreement. For the purpose of this Agreement, a grievance is defined as any of the following:

- (A) A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee;
- (B) A claim by the Association concerning the interpretation or application of a specific provision or clause of this Agreement as it affects a specific member of the Association.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 1(b) hereof) may notify the Association in writing at any time. A grievance which is resolved by an individual's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

Section 2. The City and the Association desire to adjust grievances informally -- both supervisors and the grieving party(ies) are expected to resolve problems as they arise. If not resolved informally between the grieving party and the supervisor, the grievance shall be put in writing, which shall include:

- (A) statement of the grievance and relevant facts;
- (B) provision of the contract violated; and
- (C) remedy sought.

Section 3. Grievance Steps. The following steps shall be followed in submitting and processing a grievance:

Step 1 The aggrieved employee or the Association shall present the grievance in writing and identify it as a grievance to the immediate supervisor within ten (10) days of its occurrence, or within ten (10) days when the employee should have knowledge of the occurrence of the grievance, not including the day of the occurrence. The supervisor shall give a reply in writing within ten (10) days of the day of presentation of the grievance, not including the day of presentation.

Step 2 If the grievance is not settled at Step 1, the employee and/or the Association shall submit the grievance in writing to the Chief, on an official grievance form, within ten (10) days following the

supervisor's reply, not including the day of reply. The Chief or designee shall issue a response in writing within ten (10) days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3 If the grievance is not settled at Step 2, the employee and/or the Association shall present the grievance to the City Manager within ten (10) days from the date of response from the Chief, not including the date of response. The City Manager or designee shall attempt to resolve the grievance and report in writing the decision within twenty (20) days from the date it is submitted to the City Manager, not including the date of presentation.

Step 4 If the grievance is not settled in Step 3, the Association shall file a written notice of intent to arbitrate the grievance with the City Manager within ten (10) days of the date the decision of the City Manager is received, not including the date of receipt. The parties shall request a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one (1) will be the arbitrator.

Section 4. The arbitrator shall set a hearing date and shall render a decision within one month of the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. The arbitrator's remedy shall be limited to a period of ninety (90) calendar days prior to the filing of the grievance. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article the grievance will be advanced to the next step. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

Section 6. An authorized Association representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

Section 7. All disciplinary grievances shall be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

ARTICLE 11 - ASSIGNMENT, PROMOTION AND TRANSFER

Section 1. Vacancies and special assignments that are to be filled on other than a temporary basis shall be posted on departmental bulletin boards for at least ten (10) days prior to filling. Employees wishing to be considered for such posted positions shall submit the application materials required of all applicants and participate in a testing process established by the City. All applicants will continue to retain current status and seniority as an employee of the City.

Section 2. Employees in the bargaining unit may request reassignment and/or a transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Manager or designee. Such requests for transfer shall not take precedence over those who apply for the position.

Section 3. Employees in the bargaining unit who apply for transfer or promotion to another position shall be considered, if qualified, according to the City's standard criteria developed and administered by the Human Resources Director. Promotions shall be in the sole discretion of the City.

Section 4. When an employee is promoted to a classification with a higher salary range, commencing with the date of promotion that employee will receive a salary increase equal to at least five percent (5%), so long as it does not exceed the top step of the salary range of the higher classification. No one promoted will suffer a reduction in pay by reason of certification pay previously received as an Officer so long as the total pay does not exceed the top step of the salary range for the new classification.

Section 5. When an employee is transferred to a classification with a lower salary range, that employee's base salary shall be either the top step of the range of the lower classification or the employee's current rate of pay, whichever is lower.

ARTICLE 12 - PERFORMANCE EVALUATIONS

Section 1. Regular employees will be evaluated annually. Employees shall receive a copy of their annual evaluation within one (1) month of their anniversary date. The employee may submit a statement, which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation. Probationary employees will receive a formal evaluation, and if eligible under Section 3 of this Article, a step increase at twelve (12) months. Formal notification of completion of the initial eighteen (18) month probationary period will be sent to Personnel.

Section 2. Any employee who is dissatisfied with an evaluation may appeal that evaluation to the Chief of Police within ten (10) days after receipt of the evaluation. The decision of the Chief may be appealed to the City Manager within ten (10) days after receipt of the decision. Decisions of the City Manager regarding the evaluations shall be final.

Section 3. All periodic salary increases within the salary matrix established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. Employees shall be eligible for a step increase on the anniversary of their original hire or promotional date. An employee who has not received a merit increase as a result of an evaluation of less than satisfactory performance may file a grievance through Step 3 of Article 10.

ARTICLE 13 - PROBATIONARY PERIODS

Section 1. All original appointments shall be tentative and subject to a probationary period of eighteen (18) consecutive months of service or twelve (12) consecutive full calendar months of service after graduation from the DPSST Basic Academy, whichever is greater. Promotional appointments shall be subject to a probationary period for twelve (12) months.

Section 2. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

Section 3. During the initial probationary period of a new hire, an employee may be terminated at any time without appeal under the grievance procedure.

Section 4. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification without appeal rights, or, during the first six (6) months of such probationary period, the employee may elect to return to the previous classification and shall be returned to the classification when the first vacancy occurs. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

Section 5. In cases where a probationary employee is absent from regular duty or unable to perform the full duties, the probationary period will be extended for a period of time equal to the absence or inability to perform.

ARTICLE 14 - SENIORITY, LAYOFF AND RECALL

Section 1. Seniority shall be achieved following completion of the employee's probationary period of eighteen (18) months. Seniority shall be determinative with respect to selection of shifts and days off subject to the reasonable operating needs of the department.

Seniority shall be by time served within the bargaining unit with respect to vacation leave scheduling and requests for other leave time off. Accrual of vacation leave will be based upon years of service for the Tualatin Police Department. Ties in seniority for employees hired after the execution of this agreement shall be broken by lot, witnessed by the employee and the Association.

Section 2. Seniority shall be terminated if an employee: quits, is terminated for just cause, is laid-off and fails to respond to written notice as provided herein, fails to report

to work at the termination of a leave of absence, is promoted to a position outside of the bargaining unit and does not return to the bargaining unit within twelve (12) months of the date of promotion, or is retired.

Section 3. The City shall post a seniority list on January 1 and July 1 each year and provide a copy of the list to the Association on those dates.

Section 4. If the City should reduce its work force, layoffs shall be made within each job classification in a Department on the following basis: Employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where seniority is equal, ties will be broken by lot.

Section 5. An employee notified of layoff may either accept the layoff, or at the employee's option, elect to displace the least senior employee in a lower classification with a lower pay range as long as the bumping employee has greater seniority as defined in Section 1 and is fully qualified to perform all aspects of the job. An employee who displaces an employee in a classification with a lower salary range for the purpose of avoiding layoff shall be paid at the rate for the job. If the employee's salary is above the top of the lower range, the employee will move to the top of the lower range.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled to their prior classification or a lower classification for which they are qualified on a seniority basis. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a lower classification by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs.

The employee shall have five (5) days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within ten (10) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of recall of one's former classification shall constitute voluntary termination and such employee shall lose their layoff status privileges and their seniority.

ARTICLE 15 - HOURS OF WORK

Section 1. Except for those working a shift other than an (8) or (10) hour workday, the work week shall consist of forty (40) hours of work in seven (7) consecutive calendar days commencing with the first work day of the employee's regular work schedule.

Section 2. Work days shall consist of twenty-four (24) hour periods commencing with the first work day of the employee's regular work schedule.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operation requirements of the Department. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5. Each employee shall be assigned a regular work schedule, consisting of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, or other shift configuration agreed upon by the City and the Association that allows for consecutive days off, which may be modified without penalty by mutual agreement between the City and the employee(s) involved.

Unless modified through mutual agreement, any adopted twelve (12) hour workday schedule shall follow EXHIBIT C, and abide by the appropriate exceptions or modifications to CBA articles contained herein.

Upon ratification of this agreement, the current twelve (12) hour workday schedule will continue until the start of the April 2017 shift rotation, at which point it will either continue, or another mutually agreed upon work schedule will go into effect.

Employees will normally be given seven (7) calendar days advance written notice of any change in their regular work schedule. Employees whose regular work schedules are changed on less than seven (7) calendar days written notice will be paid the employee's overtime rate for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) calendar days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6. Employees who report for their regular shifts shall be compensated for a minimum of four (4) hours of work or pay unless given advance written notice not to report.

Section 7. Officers who work the extra hour for daylight savings time shall be compensated for the extra hour that they work for the time change. Conversely, officers who work the night shift during the spring time, and who work one (1) hour less than their regular work shift will either need to use an hour of vacation, holiday, or compensatory time, or work an extra hour to compensate for the time change.

Section 8. Trade Days

With approval by the supervisor or division commander, employees will be permitted to trade an assigned work day, work hours, or shift with another member, as long as the

reasonable operating needs of the department are addressed including, but not limited to; a minimum of two (2) days advanced notice, and the "Trade Day" form is completed and signed by both employees prior to the trade occurring.

It is the employee's responsibility to find a substitute and to work out the trade arrangements. The employee originally assigned the shift will receive the compensation for regular hours of the shift, and the employee working the actual hours will receive the compensation for any overtime worked. In the event one of the involved employees separates from the department prior to both employees completing the trade day, the employee who remains will be responsible for any shifts that were not filled as part of the trade agreement.

Employees must actually work the agreed upon traded days/hours, use of time related to FMLA/OFLA notwithstanding.

Only employees of similar work assignments and rank may enter into trade agreements.

ARTICLE 16- PATROL SHIFT BID

Section 1. Shift assignments and days off will be bid by employees in the bargaining unit based on bargaining unit seniority except in circumstances where it is necessary to otherwise distribute employees to meet the reasonable operating needs of the department.

Section 2. Bidding of shift assignments and days off while assigned to the Patrol Services Division, will take place every six (6) months. Bidding for shifts will begin at least sixty (60) days prior to the date that the shift will begin and bidding for shifts will be completed not less than thirty (30) days prior to the date that the shift will begin. Employees may remain on a shift for up to five (5) years; after which, they will rotate to another shift for at least six (6) months. However, the obligation to rotate to another shift will not be required if to do so would require a less senior employee to bump a more senior employee off his/her chosen shift. Officers who are not released for solo work in the shift bid start date in April or October will not bid shifts and days off for that bid period. The City may reserve schedule slots on a shift for those Officers, but may not reserve days off.

Section 3. Shifts will begin the first work day of the first pay period of April and the first work day of the first pay period of October.

Section 4. For purposes of Section 2, the time Officers have spent on a particular shift, will begin with the shift bid of October 2016 and will not again reset, unless the requirements of Section 2 are met, it is otherwise mutually agreed upon, or there is a planned change in the shift structure. A planned change means any change in hours of work, length of the work day, or configuration of consecutive days off, unless required due to an emergency situation.

ARTICLE 17 - OVERTIME

Section 1. Time and one-half the employee's regular rate shall be paid for authorized work in excess of:

- (A) Eight (8) hours per workday if a 5-8 schedule, ten (10) hours per workday if a 4-10 schedule; or
- (B) Forty (40) hours in a workweek; or
- (C) Work incident to a schedule change on less than seven (7) calendar days notice pursuant to Article 15, Section 5;

Overtime shall be calculated to the nearest quarter hour.

Section 2. Commanding officers in charge of a division, or supervisors in charge of a shift or unit, are the only employees authorized to require or authorize overtime by employees. Employees who work overtime without authorization will be paid for unauthorized overtime work, and may be subject to discipline.

Section 3. The following principles will be followed when assigning overtime work:

- Where two (2) or more on-duty officers are known to be willing to work overtime, overtime work of the same nature arising on that shift will be assigned on a seniority basis.
- Where the City needs to call early persons who are scheduled to work the next shift the City will seek to evenly distribute the overtime.
- Overtime assignments in patrol of more than three (3) hours that are known less than seventy-two (72) hours in advance will be filled by first seeking volunteers and, if unsuccessful filling with volunteers, then the assignment will be filled by holding over on duty personnel and/or calling in early employees scheduled to work the next shift.
- Overtime assignments of more than three (3) hours that are known at least seventy-two (72) hours in advance will be posted on the bulletin board in the briefing room. If an Officer signs up for a mandatory overtime assignment, the Officer will be responsible for filling that overtime assignment, unless they withdraw their name more than seventy-two (72) hours prior to the assignment. Within seventy-two (72) hours of the assignment, the Officer, except for circumstances of OFLA/FMLA use by the Officer that was not known, or anticipated at the time of the sign-up for the assignment, will be expected to work the assignment, or take the necessary steps to ensure the assignment is worked. If no one signs up for the overtime at least seventy-two (72) hours in advance of the assignment, assignments will be filled in inverse order of seniority.

- When an overtime assignment requires special skills, knowledge, or abilities, such requirements will be noted on the posting and will be offered in the order of seniority to that officer(s) who meets the requirement of the assignment. When an assignment does not require special skill, knowledge or abilities, the work shall be offered in the order of seniority from the sign-up sheet.
- If the City is unable to obtain enough volunteers to cover overtime requirements, it shall assign officers to do the work in an inverse order of seniority, as set forth in Exhibit "B", providing that the employee will not be required to work more than twelve (12) hours in a twenty-four (24) hour period, except in the case of an emergency or upon mutual agreement of the City and the employee, and employees will be allowed at least eight (8) hours between work assignments.
- Except in the case of an emergency, as defined elsewhere in this agreement, officers who are off on vacation, sick leave, holiday or compensatory time, or on regular days off in conjunction with vacation, holiday and compensatory time will not be forced in to work overtime

Section 4. For purposes of determining minimum overtime and whether an officer will be paid from the beginning or end of their scheduled work shift to the time their overtime assignment starts or ends, the following matrix will apply:

| Reason for Overtime | Time Lapse | Continuation Time | Minimum |
|--|------------|-------------------|---------|
| Court appearance - subpoena time after the end of scheduled shift | < =2 ½ | Yes | No |
| Court appearance – subpoena time after the end of scheduled shift | > 2 ½ | No | 3 hours |
| Court appearance – subpoena time after the end of scheduled shift – previous shift was graveyard shift | >= 2 ½ | No | 4 hours |
| Court appearance on day off | n/a | No | 4 hours |
| Report to work outside regular shift | < =2 | Yes | No |
| Report to work outside regular shift | > 2 | No | 3 hours |
| Voluntary overtime (not forcibly filled) | n/a | No | No |
| Phone call/Contact off duty – other than court notification or for shift coverage (paid to the nearest quarter hour) | n/a | No | No |

ARTICLE 18 - COMPENSATORY TIME

Section 1. An employee may elect to be compensated for overtime worked in cash, or by accruing compensatory time off. Compensatory time shall be earned at one and one-half (1 1/2) time the overtime hours worked but shall not exceed a maximum of sixty (60) hours. Accrued compensatory time in excess of sixty (60) hours shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay. At the conclusion of the fiscal year, the City will pay each employee's accrued compensatory time in excess of forty (40) hours. A maximum of forty (40) hours compensatory time may be carried forward into the following fiscal year.

Section 2. Scheduling of comp time shall be done on a seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one month before each shift change shall be done on a first come, first serve basis. If a supervisor receives two (2) or more requests for time off at the same time, then resolution of the conflicting time off shall be based on seniority. Comp time may not be used until the pay period after it is accrued.

Section 3. Comp time requests shall not be denied unless the granting of the request would cause the department to fall below established minimums. The City reserves the right to change established minimums at anytime. Scheduled comp time may be amended to allow the department to meet emergency situations (Acts of God, natural disasters, civil unrest or governmental declaration of emergency). However, where such changes are initiated, the City will explore other alternatives where non-recoverable funds are involved.

Section 4. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Section 5. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

ARTICLE 19 – CALLBACK

Section 1. An employee who has received notice of a court appearance shall confirm the court appearance at least twelve (12) hours prior to the court appearance, pursuant to the Standard Operating Procedures of the Department. The employee will be eligible for any applicable overtime set forth in Article 17, § 4 unless the employee is given notice that the court appearance is canceled at least twelve (12) hours prior to the time the employee is to report for the court appearance.

Section 2. For purposes of this Article, court appearance by an employee means a court appearance required as a result of the employee's official capacity as a police officer.

Section 3. For purposes of this Article, reporting time for such appearances is deemed to be one-half (1/2) hour before the time indicated on the official notice to appear.

Section 4. More than one (1) callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 5. Employees who are on off-duty status shall not be required to do work beyond the completion of a specific callback or court appearance.

Section 6. Employees who are forced to work sixteen (16) or more hours in a workday as defined in Article 15, Section 2, shall be given their next scheduled consecutive shift off as Administrative Time Off. In such event, no deduction shall be made from the employee's leave. Upon mutual agreement between the employee and the supervisor, the employee may work their next shift at the rate of time and one-half (1 ½) for the regular scheduled hours of the employee's next shift. If an employee works sixteen (16) hours as a result of voluntary overtime, this section shall not apply, unless the employee works over sixteen (16) hours. However, if an employee works a regular shift and has two (2) or more callbacks not adding up to eight (8) hours worked in a twenty-four (24) hour period, and does not receive eight (8) consecutive hours off, the employee's start time shall be delayed to give the employee eight (8) consecutive hours off with no change to the employee's stop time. Any time off shall be with pay.

Section 7. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Tualatin Finance Department.

Section 8. An employee who has a court appearance which conflicts with a leave which has been authorized by the City shall have responsibility for giving the required advance notice to the courts and requesting that the case be rescheduled according to the procedures established by the courts.

ARTICLE 20 – SALARIES

Section 1. Historically for purposes of this Article, as a starting point for yearly wage increases, an amount equal to (100%) of the C.P.I.-W, West Index, for that year's Annual Average, with a minimum of (2.5%), and maximum of (5.0%), was used and agreed to by the parties. For purposes of this Article, fixed percentages have been used instead, and unless otherwise specified, all salary steps will maintain a 4% differential between steps. This modification was done in conjunction with an agreed upon modification to Article 23 – Insurance.

- (A) Effective July 1, 2016, the salary matrix (EXHIBIT A) shall be adjusted to a seven (7) step matrix by dropping the 2016 Step 1. Employees, with the exception of employees at the June 30, 2016 Step 1, will remain at their current salary rate until their anniversary date, at which time they will move to the next salary step.
- (B) Effective July 1, 2016, and retroactive, if necessary, for the first year of this contract, the salary matrix shall increase by two percent (2%). This increase shall be applied to the top step (Step 7) and the other steps will be adjusted to maintain the (4%) differential between steps.
- (C) Effective the second year of this contract, the salary matrix (EXHIBIT A) shall increase by two percent (2%). This increase shall be applied to the top step (Step 7) and the other steps will be adjusted to maintain the (4%) differential between steps.
- (D) Effective the third year of this contract, the salary matrix (EXHIBIT A) shall increase by two percent (2%). This increase shall be applied to the top step (Step 7) and the other steps will be adjusted to maintain the (4%) differential between steps.

Section 2. Wage rates for employees covered by this Agreement shall be in accordance with the salary matrix set forth in (EXHIBIT A), which by this reference is hereby incorporated and made a part of this Agreement.

Section 3. Employees will be eligible to begin to attain a longevity premium after (10) years of continuous City of Tualatin service has been reached. After ten (10) years, employees shall receive premium pay of one (1%) percent computed on their base salary. After fifteen (15) years of continuous City of Tualatin service, employees shall receive premium pay of two (2%) percent computed on their base salary. After twenty (20) years of continuous City of Tualatin service, employees shall receive premium pay of two and one half (2.5%) percent computed on their base salary. After twenty-five (25) years of continuous City of Tualatin service, employees shall receive premium pay of three (3%) percent computed on their base salary.

Section 4. On no less than two (2) months advance written notice the City may modify the existing payroll system, provided that employees will be paid no less frequently than each month.

ARTICLE 21 - PREMIUM PAY

Section 1. Officers shall receive additional compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training. Officers are responsible to submit to the City the required certification documentation to receive the additional compensation. This compensation shall be:

| | |
|-----|------------------------|
| | <u>Police Officers</u> |
| 5 % | Intermediate |
| 8% | Advanced |

| | |
|------|---|
| 8% | Intermediate with A.A. (or equivalent hours) |
| 8% | Intermediate with 1000 hours DPSST recognized training/instructor time. |
| 9.5% | Intermediate with B A. (or equivalent hours) |
| 9.5% | Intermediate with 2000 hours DPSST recognized training/instructor time. |
| 10% | Advanced with A.A. (or equivalent hours) |
| 10% | Advanced with 1000 hours of DPSST recognized training/instructor time |
| 11% | Advanced with B.A. (or equivalent hours) |
| 11% | Advanced with 2000 hours DPSST recognized training/instructor time. |

Certification pay shall be computed based upon the employee's base salary. Certification pay shall be given based on the date the required certification documentation is approved by DPSST and received by the City.

Section 2. Officers assigned as a Motorcycle Officer, Detective, a School Resource Officer, Transit (Tri-Met), full-time IGET, or to the Community Response Unit shall receive premium pay of five (5%) percent computed on their base salary.

Section 2.1. Employees who serve as Animal Handlers (Canine Officers etc.) shall receive a premium pay of five percent (5%) computed on their base salary. When off duty, Handlers will be expected to maintain the animal as a “family pet” at their residence. Handlers shall not receive overtime wages for routine off-duty care of the animal. The five percent (5%) differential compensates for approximately (45) minutes per day, and it is agreed that not more than (45) minutes per day is required for “routine care” of the animal. This is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. As used in this agreement, “routine care” means, time spent meeting the daily needs of the animal’s normal health and hygiene. It is agreed that time spent commuting to, or from, the Handler’s residence to the Handler’s assigned duty station (work), shall not constitute “hours of work” solely because the animal is in the vehicle.

Handlers shall not be entitled to a call back premium when duty concerns the emergency care of their animal, however, if applicable, the actual time worked shall be treated as overtime and compensated accordingly.

Section 3. Officers assigned to the Mobile Response Team, CART, Drug Lab enforcement, Drug Recognition Expert (DRE), Officer in Charge (OIC), or certified and engaged as an instructor shall receive premium pay of five (5%) percent computed on their base salary when they are so engaged.

Section 4. Officers assigned to TNT will be compensated at double their base rate for the time they are engaged in a response.

Section 5. An employee who has successfully passed the City's test for conversational speaking of a language, other than English, deemed necessary by the Department shall receive an additional two and one half (2.5%) percent of regular base pay.

An employee who has successfully passed the City's test for fluency in reading and speaking another language, other than English, deemed necessary by the Department shall receive a maximum of five (5%) percent of regular base pay. This premium will also apply to employees who have successfully passed the City's test for American Sign Language.

Section 6. Officers assigned as Field Training Officers (FTO), when so engaged, shall receive premium pay of five percent (5%) computed on their base salary.

Section 7. A department placement process, selecting the most qualified for the assignment, will be used to fill assignments. All assignments are temporary and an assigned employee may be removed from the assignment subject to the operational needs of the department.

ARTICLE 22 - LIGHT DUTY ASSIGNMENT AND PAY

Section 1. If an employee suffers a non-occupational illness or injury and is released for light duty work by the treating physician, the City may place the employee in a temporary light duty-designated assignment upon request of the employee. The employee must notify the supervisor of the nature of injury and request light duty based on a physician's written authorization for light duty, which specifies capabilities and restrictions. The City will identify light duty possibilities in an interactive process with the employee. Work hours will be based on availability and operational need for the light duty work. Light duty is an accommodation of limited duration and all light duty is continued by the City in its discretion. A request for light duty constitutes agreement to work the hours offered, and labor agreement notice and overtime provisions related to a change in hours will not apply.

As defined by the Americans with Disabilities Act, reasonable accommodation will be assessed to determine if such accommodation will enable a qualified disabled employee to safely and properly perform the essential functions of their job as modified, or of another temporary position. The employee's regular rate of pay will be continued.

ARTICLE 23 – INSURANCE

Section 1. Until midnight on December 31, 2016, the City shall continue to provide all Health Insurance plans and benefits for employees as the Health Insurance plans and benefits existed on January 1, 2016.

Section 2. Effective January 1, 2017, employees may select, either BlueCross Co-Pay Plan A plan with VSP Vision, Alternative Care Rider, and Hearing Aid Rider; OR Kaiser Medical Co-Pay Plan B, with Drug Plan (co-payment for Kaiser coverages based on Plan provided by carrier), Vision, Alternative Care Rider and Hearing Aid Rider, for the employees and their dependents, including domestic partners based on the following contribution schedule. Also included in the contribution schedule is dental

coverage which is either ODS II Dental with ortho, Willamette Dental with ortho, or Kaiser dental with ortho. Employees may also select their dental coverage, which includes orthodontia.

Section 3. Due to changes imposed by the broker, health insurance coverage provided in this Article for domestic partners is limited to Registered Domestic Partners under ORS 106.300 et seq. and is subject to applicable imputed taxes. Effective July 1, 2016, the City is discontinuing coverage for *new* non-registered domestic partners. Coverage for existing non-registered domestic partners currently covered by this agreement will continue.

Section 4. For purposes of this agreement, CityCounty Insurance Services (CIS) is the broker for the applicable plans. The broker is determined by the City. Plan availability and enrollment eligibility is determined by the broker. Subject to conditions of the broker, employees have the option of mixing their medical and dental providers.

(A) Effective January 1, 2017, the City's maximum monthly premium contribution for Medical, Dental and Vision insurance will be 92% of the Kaiser Medical plan and Kaiser Dental plan with Ortho, as the premium for full time employees and their dependents, including domestic partners as outlined in Section 3 of this Article.

(B) Effective the second year of this contract, the City's maximum monthly contribution will be increased equal to the increase in premiums established by the Broker, up to a maximum of eight percent (8%) of the previous year's contribution by the City.

Any increase above this amount (8%) will be split 50/50 between the City and the employee, up to maximum employee monthly contribution of (5%) of the total monthly premium.

(C) Effective the third year of this contract, the City's maximum monthly contribution will be increased equal to the increase in premiums established by the Broker, up to a maximum of eight percent (8%) of the previous year's contribution by the City.

Any increase above this amount (8%) will be split 50/50 between the City and the employee, up to maximum employee monthly contribution of (5%) of the total monthly premium.

Section 5. During the term of this Agreement, the City will provide a double indemnity with accidental death and dismemberment term life insurance policy, equal to 1.5 times the employee's annual salary up to a maximum benefit of \$200,000, for all bargaining unit members. The policy will be subject to the provisions of broker's administrative rules.

Section 6. The City shall provide employees with a long-term disability plan that provides 66-2/3% of their monthly salary, including COLA increases, up to a maximum of \$7,000 per month, after a waiting period and subject to the provisions of the broker's administrative rules.

Section 7. The City shall allow non-Medicare eligible retired Association members who have retired from City service to participate in insurance plans, which the City maintains for current Association members. The retired Association member shall be responsible to pay the retiree's insurance costs subject to the provisions of the broker's administrative rules.

Section 8. In the event of the death of a current employee, The City agrees to pay the COBRA premium for medical and dental coverage as provided for in Sections 2 and 3 of this Article for spouses or registered domestic partners, and the dependents of the deceased employee, for a period of six (6) months following the date of the employee's death. If, during the six (6) month period, the deceased employee's spouse, or registered domestic partner, becomes eligible for medical or dental insurance under another plan, the City provided insurance which is duplicated will cease on the inception of the new insurance.

Section 9. VEBA - The City of Tualatin agrees to contribute to an HRA VEBA Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

Contributions on behalf of each eligible employee shall be based on the following:

(A) The City will contribute a one-time amount equal to \$500 into a Tax Free HRA/VEBA account for each new employee effective upon the establishment of the employee's HRA VEBA account.

(B) Twenty Dollars (\$20.00) will be deducted from each eligible employee's bi-weekly pay check as pre-tax earnings and deposited into that employee's HRA VEBA account by the City. The contributions will be made quarterly and shall include the entire cash value.

(C) On a quarterly basis, each eligible employee who has accrued Compensatory Time (Comp-time) exceeding forty (40) hours, will have the amount in excess of (40) hours cashed-out and deposited into that employee's HRA VEBA account by the City. The contribution shall include the entire cash value calculated at the employee's hourly rate and will include all applicable incentives.

(D) On a quarterly basis, each eligible employee who has accrued Vacation time exceeding two hundred and sixty (260) hours, will have the amount in excess of (260) hours cashed-out and deposited into that employee's HRA VEBA account by the City. The contribution shall include the entire cash value calculated at the employee's hourly rate and will include all applicable incentives.

(E) Employees may elect to carry over Holiday time from the fiscal year in which it was accrued. Seven (7) days prior to the end of the last pay date in September, any amount of Holiday hours carried over and not used, will be cashed-out. At the end of the third quarter, the amount of holiday hours

cash-out will be deposited into that employee's HRA VEBA account by the City. The contribution shall include the entire cash value calculated at the employee's hourly rate and will include all applicable incentives.

For the purposes of this agreement, a quarter is three (3) consecutive months, with the first quarter starting on January 1st and the last quarter ending December 31st. All cash-outs will be reflected on the employee's pay check for the first pay period after the end of the quarter.

Section 8. Upon settlement of this Agreement, the Association and the City agree to establish a Management/Labor committee whose scope of work will be to work collaboratively in researching insurance designs, options and funding arrangements. Their work product will serve as the basis of the recommendation to their respective memberships of the best and most cost-effective means of providing quality health insurance to employees.

ARTICLE 24 - TORT CLAIMS LIABILITY

Section 1. The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

Section 2. The Association will take the necessary steps to insure that all eligible members of the Tualatin Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California (PORAC).

The City will pay the fee associated with the cost of Plan II for Police Officers not to exceed \$6 per eligible member per month and Plan IV for Reserves not to exceed \$4 per eligible member per month. Any increase in cost will be paid for by the eligible member.

Eligible members include sworn regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees as defined in the Summary Plan Description of the PORAC Legal Defense Fund.

During the first calendar week of December, March, June and September of each year the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in plan coverage relating to services and representation in civil and criminal actions. The City shall make such payment to the Tualatin Police Officers Association, who will then remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

On or before July 1, 2010, the City and the Association may elect to effectuate PORAC participation and benefits at any time following ratification of this Agreement by the parties, and shall cooperate in providing necessary funds to the Association in order to satisfy its financial obligations to PORAC on a timely basis. Entering into such

agreement does not constitute a presumption to offer any additional benefits of this collective bargaining agreement to Reserve Police Officers.

ARTICLE 25 – RETIREMENT

Section 1. The City shall provide for participation in the Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, for all employees as provided for under the rules and regulations of each system. For the term of this Agreement, the City shall pay the employee contribution in the amount of six (6) percent of the employee's gross salary.

ARTICLE 26 – HOLIDAYS

Section 1. All employees shall accrue eight (8) hours per month of in-lieu-of holiday time.

Section 2. Scheduling of holiday time shall be done on a seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one (1) month before each shift change shall be done on a first come, first serve basis. If a supervisor receives two (2) or more requests for time off at the same time, then resolution of the conflicting time off shall be based on seniority.

Holiday time requests shall not be denied unless the granting of the request would cause the department to fall below established minimums. The City reserves the right to change established minimums at any time. Scheduled holiday time may be amended to allow the department to meet emergency situations (Acts of God, natural disasters, civil unrest or governmental declaration of emergency). However, where such changes are initiated, the City will explore other alternatives where non-recoverable funds are involved.

Section 3. In-lieu-of holiday time shall be used during the fiscal year in which it is accrued or shall be paid to the employee in the June payroll, provided that time accrued in one (1) fiscal year may be taken prior to October 1, in the following fiscal year if scheduled prior to the end of the year of accrual.

Section 4. Upon termination of employment, an employee shall be paid for all accrued, but unused in-lieu-of holiday time at the employee's current regular rate of pay.

Section 5. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide a health care certification, including second and third opinions and fitness for duty certification as provided by family leave laws and Article 29.

ARTICLE 27 - VACATION LEAVE

Section 1. Employees shall accrue vacation time from the beginning of employment in accordance with the following schedule:

| | |
|----------------|--------------------|
| 0-36 months | 96 hours per year |
| 37-60 months | 112 hours per year |
| 61-120 months | 136 hours per year |
| 121-180 months | 160 hours per year |
| 181+ months | 176 hours per year |

Section 2. Vacation leave can accrue from year to year with a maximum accrual limit of two hundred eighty (280) hours. Employees with two hundred forty (240) or more hours of accrued vacation will be provided memorandum notice of accrued vacation balances as well as the maximum accrual limit on a month-to-month basis. Upon such notice, the supervisor and the employee will make efforts to agree upon a plan to reduce accrued vacation to a manageable level. Vacation accrued beyond the two hundred eighty (280) hour limit, and not so utilized will be lost unless the employee was prevented from using the vacation leave by the City's operational needs.

Section 3. Any employee may sell back to the City up to forty (40) hours of accrued vacation time during any fiscal year, limited to the following conditions:

- (A) A minimum of a like number of vacation hours is taken as vacation within two (2) weeks of any check issued to that employee for vacation reimbursement.
- (B) Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many hours are used.
- (C) The Finance Department shall receive two (2) weeks' prior written notice from any employee requesting vacation reimbursement.

Section 4. Employees will be paid at their regular rate of pay for accrued but unused vacation upon termination.

Section 5. Scheduling of vacation shall be on a seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one month before each shift change shall be done on a first come, first serve basis. If a supervisor receives two or more time off requests at the same time, then resolution of the conflicting time off requests shall be based on seniority.

Vacation time requests shall not be denied unless the granting of the request would cause the department to fall below established minimums. The City reserves the right to change established minimums at any time. Scheduled vacation time may be amended to allow the department to meet emergency situations (Acts of God, natural

disasters, civil unrest or governmental declaration of emergency). However, where such changes are initiated, the City will explore other alternatives where non-recoverable funds are involved.

Section 6. Employees may donate accrued but unused vacation, comp time or holiday hours to another employee under the following conditions.

- (A) the donation is truly voluntary,
- (B) the donating employee receives no payment for the donated time, and
- (C) the employee to whom the time is being donated has exhausted all accrued vacation, holiday, comp time and sick leave.

Section 7. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws and Article 29.

ARTICLE 28 - SICK LEAVE

Section 1. All sworn law enforcement personnel shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. Except for those employees transferring sick leave in accordance with City of Tualatin Resolution No. 1853-86, sick leave shall accrue from the date of employment.

Section 2. Sworn law enforcement employees are eligible to utilize accrued sick leave for the following reasons:

- (A) Disabling personal illness or accident.
- (B) Quarantine of an employee by a health care provider for nonoccupational related disability.
- (C) Personal medical and dental appointments.
- (D) Up to two (2) days per fiscal year may be used as a "personal wellness day."
- (E) Other leaves in which use of accrued sick leave is mandated by federal or state law.

Section 3. Sick leave shall be charged on an hour per hour basis for each hour absent on the basis of a 40-hour workweek.

Section 4. Abuse of sick leave may be cause for disciplinary action. To the extent permitted by law, the City reserves the right to require a written statement from a health care provider certifying that the employee's condition prevented them from appearing for work where the City determined a question exists concerning the bona fide nature of the

request for sick leave. If the City is dissatisfied with the report of illness, the City may require a medical exam from a doctor selected by the City, at the expense of the City.

Section 5. An employee's supervisor shall have the authority to send an employee home on sick leave if the employee is actually sick and either cannot perform duties accurately or endangers the health of others.

Section 6. Employees are expected to inform their supervisor of any anticipated medical treatment so that the department may plan for the employee's absence.

Section 7. When an employee is absent from work because of an on-the-job injury, 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 may elect to receive only his/her workers' compensation payments.
- (B) The employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular pay checks and benefits, and the following will occur:
 - (1) No sick leave will be deducted from the employee's accruals for 180 calendar days.
 - (2) After 180 calendar days employees shall use available sick leave for integration with their workers' compensation payments in order to receive their gross wages. In this situation a full check will only be received if the employee has available sick leave. Deduction to sick leave shall be proportional to the difference between the worker's compensation payments and gross wages.
 - (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 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 pay check, or any subsequent checks if there is not a sufficient amount in the next pay check.

Section 8. The City may require a health care provider's approval of an employee to return to work after an illness, which warrants such approval.

Section 9. Unused sick leave shall not be paid to any employee upon termination, whether voluntarily or involuntarily, except in the manner prescribed in ORS 238.350.

Section 10. Regular employees (meaning those not on probation) who work three (3) consecutive months without use of sick leave shall be allowed to convert 8 hours

(prorated if part time) of their sick leave to vacation with use of such time subject to the provisions of Article 27 (Vacation).

Section 11. Employees may donate accrued but unused sick time to another employee under the following conditions:

- (A) The donation is truly voluntary; and
- (B) The donating time is non-refundable, and unused donations will not be paid out, or used for retirement calculations; and
- (C) The employee to whom the time is being donated has exhausted all accrued sick, vacation, holiday, and comp time.

For the purposes of this section, “employee” refers to any Tualatin Police Officers Association member. Upon mutual agreement it may be expanded to include any City of Tualatin employee.

ARTICLE 29 - OTHER LEAVES

Section 1. Bereavement Leave. Employees may be allowed up to three (3) work days of paid bereavement leave, or five (5) work days where travel in excess of 200 miles from the employee’s residence is required for a death in the employee's immediate family. Longer paid or unpaid bereavement leave may be approved by the City Manager. There shall be no compensation for unused bereavement leave at the time of termination of employment.

Bereavement leave in excess of the above limits, approved by the City Manager, will be deducted from accrued sick leave, or in the absence of accrued sick leave, from the employee's accrued vacation, compensatory time, accrued in-lieu of holiday time, or may be taken as leave without pay.

Leave for purposes of this section shall be defined as sick leave, compensatory time or vacation time. Bereavement leave provided is concurrent to any leaves provided by OFLA.

"Immediate family" for purposes of this section is defined as spouse, children, grandchildren, parents, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law or brother-in-law, domestic partners, parents of the employee’s domestic partner, or any relative residing in the employee's immediate household. Notwithstanding those persons previously listed, for the purposes of this section, an employee may also designate up to two (2) persons, whom the employee has maintained a close personal bond and relationship with as “immediate family”. The employee must have identified these persons in writing to Human Resources, prior to the person’s death.

Section 2. Military Leave. Military leave shall be granted in accordance with state and federal law.

Section 3. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter, which is not personal to the employee, the employee shall be

granted leave with pay. Compensation received (except travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 4. Election Leave. If an election is not "vote by mail", employees who are registered voters shall be granted up to one (1) hour off with pay to vote on election days if they would otherwise not be able to vote because of their work schedule.

Section 5. Personal Leave. In the sole discretion of the City, an employee may be granted leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and if it does not unduly interfere with the normal operations of the Police Department. The City may interrupt or terminate such leave by twenty (20) days written notice by Certified Mail to the address given by the employee on their written application for such leave to the City Manager. After actually being made aware that the City desires their return to work, the employee shall respond within five (5) days or be subject to disciplinary action, including termination. Such leave shall not be approved for the purpose of accepting employment outside the service of the City. Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence and will be required to reimburse the City for continued insurance premiums.

If the City, in its sole judgment, does not require an employee to reimburse the City for insurance premiums, such action will not be deemed a binding precedent on the City, nor will the Association maintain that such action establishes a past practice. The leave shall not prejudice an employee's seniority accrued to the date of leave.

Section 6. Family Medical Leave.

Consistent with City policy, an employee may be eligible for State or Federal Family Medical Leave for parental leave, to care for a spouse, parent, parent-in-law or child with a serious health condition, or sick child requiring home care, or for the employee's own serious health condition. As a general rule, such leave is subject to the benefits and provisions as provided by State and Federal Law and shall not exceed twelve (12) weeks within any twelve (12) month period, except as otherwise allowed by law.

Section 7. Administration of Leave Requests.

The following provisions will apply to the administration of all leave requests under this article unless otherwise indicated.

- A) Eligibility for Leave. Regular full or part-time employees will become eligible for leave under this article when they have been employed for at least one hundred eighty (180) calendar days before the first day of leave.
- B) Notice of Leave. Unless otherwise allowed by law, employees must provide thirty (30) calendar days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable, notice of such leave must be provided as

soon as the employee learns of the need for leave. At a minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work.

Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits.

In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave and the availability of other family members to provide care.

- C) Certification. The City may require an employee to provide certification from the employee's health care provider to support a leave of absence request under this article, to the extent allowed by law. Where the need for leave is anticipated, the employee must provide the certification in advance of the leave, when possible (although certification is not required for parental leave, the employee may be required to provide documents evidencing birth, adoption or foster placement). Where the need for the leave is not anticipated, an employee must provide certification within fifteen (15) calendar days of the City's request for such certification.

In some cases, the City may require a second or third opinion (not for leave to care for sick child), at the City's expense while the employee is on-duty. If an employee requests a family medical leave for the employee's own serious health condition, the employee will also be required to furnish a certification (fitness-for-duty certification) from the employee's health care provider at least three (3) days before returning to work.

- D) Benefit Status During Leave. Unless otherwise indicated, leaves under this article are unpaid. However, employees on an unpaid parental leave or family medical leave shall be entitled to use accrued vacation, sick leave, in lieu of holiday leave, and compensatory leave, but shall not be required to do so. Leave shall not continue to accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.

For employees on a family medical leave or parental leave who are otherwise qualified for employee benefits, the City will continue employee benefits, including group medical insurance, for the period of leave required by law, provided the employee pays his/her portion of the premiums. Employees will be asked to authorize payroll deductions for any employee contributions for benefits while they are on leave. In certain situations, the city reserves the right to recover any premiums paid on behalf of an employee for group medical insurance during the leave. For example, if an employee decides not to return to work after a leave for reasons other than a serious medical condition or circumstances beyond the employee's control, the City reserves the right to recover those premiums paid for such benefits on the employee's behalf during the unpaid leave.

- E) Twelve (12) Month Period. The City will use a calendar year (January 1 – December 31) to determine an employee's FMLA and OFLA leave entitlement.
- F) Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, he or she will be entitled to be reinstated to an available equivalent position. Employees must promptly return to work when the circumstances which necessitate their leave ends.

If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) days) of the changed circumstances where foreseeable and request reinstatement.

With the exceptions of employees who are off work as the result of industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.

- G) Leave requests will be administered in accordance with any applicable federal or state laws. Leaves under this article will run concurrently where permitted by law.

ARTICLE 30 – UNIFORMS & EQUIPMENT

Section 1. Employees who are required to wear uniforms shall be furnished such uniforms by the City of Tualatin. The City will provide a safety shoe/boot reimbursement of up to two hundred fifty (\$250) dollars each fiscal year for employees. The City Safety Committee shall develop guidelines for shoes/boots appropriate for employees who must purchase shoes/boots. Employees must purchase shoes/boots which meet these guidelines, and present a paid receipt to be eligible for reimbursement. This

reimbursement may also be used for repair of existing approved shoes/boots, again, requiring a paid receipt to be eligible for reimbursement. Upon reimbursement for shoe/boots, an employee may use any remainder of the fiscal amount, if any, for reimbursement for the purchase of work related clothing, or personally owned work related equipment in accordance with Police department policy. All reimbursements are to be submitted at one time per fiscal year.

Section 2. Employees assigned to plainclothes duty on a full-time basis will be allowed to wear regular clothes appropriate for the functions being performed and shall be entitled to a clothing allowance of seven hundred fifty dollars (\$750) per year payable upon appointment and annually thereafter. This allowance will be made in a separate manual check from the employee's regular paycheck, and will reflect all applicable taxes and withholdings.

Section 3. The City shall pay the cost of cleaning uniforms at the rate of one (1) per week.

Section 4. Employees shall be exempt from the standard City of Tualatin policy on personal property. The City shall reimburse employees for personal property worn or carried during the course of employment with the approval of the Chief of Police by policy or in writing, and which property is identified on the officer's equipment list on file at the police department, when such property is stolen, damaged or destroyed, as a direct result of the employee's performance of official duties.

Reimbursement will not be granted if the negligence or wrongful conduct of the employee was a contributing factor to the theft, damage or destruction thereof. To be eligible for this reimbursement, the employee must have requested restitution for the property, in writing, to the City Attorney or District Attorney.

Section 5. The parties recognize that the City must report as taxable income those allowances and reimbursements which the IRS does not exempt as non-taxable and the payment of such personal income tax is an employee responsibility.

Section 6. To meet the needs of the employee's primary and collateral assignments, the city will supply and issue to each employee the appropriate uniform apparel, personal protective equipment (PPE), and any other "duty equipment" as needed.

Section 7. Equipment not issued by the City may be carried by the officer provided it is approved by the Chief of Police and does not adversely contrast with the equipment already issued by the City.

ARTICLE 31 - EDUCATIONAL ASSISTANCE

Section 1. Employees shall receive educational assistance in accordance with the City's Educational Assistance policy. To the extent that a provision of the City's Educational Assistance policy conflicts with a specific provision of this contract, the specific provisions of this contract shall apply.

**ARTICLE 32 – ASSIGNED VEHICLES AND MILEAGE EXPENSE
REIMBURSEMENT**

Section 1. Employees will be eligible for reimbursement of reasonable actual mileage at the current Government Services Administration (GSA) rate, meals, lodging, registration and other necessary expenses incurred as a result of their official duties.

Section 2. Lodging and registration expenses shall generally be paid in advance.

Section 3. Reasonable cash advances will be provided on employee's request, the amount of such advance to be determined by the nature and duration of the travel. Appropriate accounting for expenses incurred against cash advances shall be required. Reimbursement for incurred expenses, verified by receipt, shall be made on a timely basis upon presentation of expense vouchers approved by the Department. Mileage reimbursement for authorized use of personal vehicles will be at the current GSA mileage rate.

Section 4. Assigned Vehicles. Officers assigned as a detective will be provided an assigned vehicle for the duration of the assignment which shall be used in accordance with police department policy as published and revised periodically by the Chief of Police.

Officers assigned to traffic enforcement and assigned to operate a motorcycle shall have the use of the motorcycle in accordance with police department policy as published and revised periodically by the Chief of Police. When an officer is assigned to TNT that officer shall be provided and emergency response police vehicle.

ARTICLE 33 - OUTSIDE EMPLOYMENT

Section 1. No employee shall accept outside employment, whether part-time, temporary or permanent, without prior written approval from the Chief. Each change in outside employment shall require separate approval.

Section 2. To be approved, outside employment must:

- (A) be compatible with the employee's City work (compatibility is determined by the employee's adherence to the Police Officer's Code of Ethics and Oregon Government Ethics Commission standards).
- (B) in no way detract from the efficiency of the employees in their City duties.
- (C) must not take preference over extra duty assignments which may be required by the City.
- (D) in no way conflict with the interests of the City or be a discredit to the City.

ARTICLE 34 - MISCELLANEOUS

Section 1. General and Special Orders.

The City shall furnish the Association with copies of all policies and orders in effect as of the signing of this agreement and shall provide the Association with all additional policies and orders promulgated during the term of this agreement. The City may do so in electronic format.

Section 2. Traumatic Incidents

Employees involved in the use of deadly force, or traumatic incidents as covered in the Tualatin Police Department policy manual, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

Section 3. Requirement for Signed Internal Complaint.

It is agreed that no member of the bargaining unit will be required to write a report to the Employer on any complaint against them (by persons in or outside of the Police Department) unless that complaint is reduced to a signed and dated written form. Prior to any written report being required of any employee, the employee will be furnished a copy of the signed complaint.

Section 4.1 Gun Club Membership.

Upon request the City may furnish any sworn officer one of the following: an annual individual membership in the employee's name at the Tri-County Gun Club, membership at an equivalent costing firearms range, or reimbursement for off duty non-department firearms training equaling the cost of a yearly membership at the Tri-County Gun Club. Reimbursement will require presentation of documentation showing the purchase, and any membership will require a minimum obligation and commitment to practice at the range at least twice a year in addition to on duty training. Officers must notify the department of their intent to use this section, by an established date. If an officer requests use of this section and fails to use it, they may not be eligible for it the next year.

Section 4.2 Practice Ammunition.

Upon request, each sworn officer shall be provided 500 rounds per year in one lot of practice pistol ammunition. Upon request, practice rifle ammunition will be made available, on a case by case basis, for department personnel authorized to carry rifles. Requests for practice ammunition will be made to the designated firearms instructor, or their designee.

Section 5. Physical Fitness Incentive.

Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive was established beginning July 1, 2007.

Once per fiscal year employees will be required to participate in the DPSST certified ORPAT course. Scheduling of this testing shall be determined by the Chief of Police, but will allow for make-up tests, and retests as described herein.

Those Employees who successfully complete the ORPAT course in a time that is considered passing, will receive an incentive bonus as shown in Table 1. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. The incentive will be paid to the employee, separate from their regular paycheck.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within two (2) months after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within four (4) months after the Employee's request.

If an Employee passes the ORPAT on their second attempt they will receive an incentive bonus as shown in Table 1 for the fiscal year the re-test was taken for. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. The incentive will be paid to the employee, separate from their regular paycheck.

Employees who are newly hired, and who have passed the ORPAT as a condition of their employment process with the City of Tualatin, will receive the appropriate Physical Fitness incentive, for the year in which they were hired, beginning six (6) months after the date they were hired.

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, or other reasonable conflict, the Employee may request a make-up test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police.

Reasonable efforts shall be taken to complete the make-up test within three (3) months of the originally missed scheduled test. If an employee is unable to attend the scheduled make-up test, it is at the discretion of the Chief of Police whether or not to allow a third make-up test.

If an Employee is unable to participate in the scheduled ORPAT test due to a bonafide illness or injury the employee may request a make-up test without penalty for the fiscal year for which the test was taken.

For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City of Tualatin as passing, will be five

minutes and thirty seconds (5:30). This passing standard may be changed upon mutual agreement between TPOA and the City of Tualatin.

All ORPAT testing will be done "On Duty Time."

Employees who do not meet the minimum ORPAT passing standard as defined in this agreement, will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City of Tualatin, or its supervisors, due to not passing the ORPAT standard as defined in this agreement.

Section 5. TABLE 1

Graduated incentive based on years of continuous service with the Tualatin Police Department:

| Continuous Years of Service | Full Incentive | Re-Test Incentive |
|------------------------------------|-----------------------|--------------------------|
| 0- 36 months | \$500 | \$250 |
| 37 to 60 months | \$750 | \$375 |
| 61 to 120 months | \$1000 | \$500 |
| 121 to 180 months | \$1250 | \$625 |
| 181 + months | \$1500 | \$750 |

Section 6. Personal Safety.

The public release of personal information which identifies, or can be used to identify, members of this department, could place the employee and their families in danger of personal attack, threats, harassment, and other intrusions into their privacy due to their employment. Unless required by law to be released, the City will not release an employee's face or voice in conjunction with the employee's name, such that it would make identification of the employee readily accessible by the public. "Public" means persons not affiliated with the City, or another Law Enforcement entity. This section in no way intended to exercise control over third parties, who may view, record, gather, or capture this information in a legal manner. The parties acknowledge that Oregon law does not recognize the right of publicity and nothing in this section creates a right of publicity.

ARTICLE 35 - PERSONNEL FILES

Section 1. The City of Tualatin will maintain, under the control of Human Resources, an individual employee personnel file.

Section 2. A copy of any written document placed in an employee's personnel file which the employee has not already received shall be furnished to the employee within five (5) days after it is placed in the personnel file. The employee may respond in writing within five (5) days to any information with which the employee disagrees and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment shall not be subject to the provisions of this Article.

Section 3. Any employee or representative with written permission of the employee shall have the right to (1) inspect the employee's personnel file and (2) receive copies of items in the file.

Section 4. Supervisors will maintain a file on each employee at the department level which will contain information necessary for supervisors properly and fairly to evaluate an employee's performance. Two (2) months after the employee's anniversary date, or when all appeals are completed, all documents concerning the employee's performance during the prior rating period, except monthlies, shall be removed from the file. These files are not personnel files under the meaning of this Article, but the same standards of confidentiality, knowledge, rebuttal, and access apply.

Section 5. Except as provided in this Article, no portion of any employee's personnel file shall be transmitted outside the department without the employee's consent, or as required or permitted by law, or as required in connection with the presentation of evidence in a pending case.

Section 6. Employees shall notify Human Resources within three (3) calendar days of any change in address, telephone number or record of immediate family and emergency contact persons.

Section 7. The City agrees to notify an employee in writing concerning any request by anyone other than a City representative for any part of their personnel file.

Section 8. Upon written request by an employee, all letters of warning and reprimands will be removed from Association member's personnel files at the time prescribed by OAR 166-40-080, unless other similar discipline has been received by the employee within the applicable period. Upon removal, such records shall be retained in a separate file which is not identified by the employee's name and which contains all such removed records.

The materials in this file shall not be used for any personnel related purpose (hiring, references, promotion, evaluation or discipline) but may be used in litigation defense and in order to show forewarning, knowledge and training.

ARTICLE 36 - TRAINING SCHEDULE

Section 1. The City may implement a work schedule that will allow completion of mandatory training with minimal impact on patrol shift and avoidance of overtime. As part of this schedule, each officer will be scheduled to attend training on a rotating basis.

Section 2. Each officer will be advised in writing of their training schedule at least two (2) weeks in advance of their training day. Each officer will be provided at least eight (8) hours between the beginning or end of their working shift and the beginning or end of their scheduled training day.

Section 3. Officers participating in training shall not be eligible for any overtime payment because of the designated change in schedules for training. However, if officers participating in training do not receive at least eight (8) hours off per Section 2,

above, the hours worked in violation of Section 2, above, shall be paid at one and one-half (1 ½) times the officer's regular rate of pay.

Section 4. Schedule changes for voluntary training must be mutually agreed upon between the officer and his/her supervisor and will not result in overtime.

Section 5. Employees shall submit written requests for training and tuition reimbursement in a timely manner. The City shall provide a written response to all submitted written training and tuition reimbursement requests within ten (10) calendar days of the written request.

ARTICLE 37 - FUNDING CLAUSE

Section 1. The City agrees to include moneys necessary to fund this Agreement in its General Fund budget. However, the City makes no guarantee or representations as to passage, voter approval, or level of employment within the department.

ARTICLE 38 - SAVINGS CLAUSE

Section 1. Should any portion of this Agreement or supplement thereto be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court, and to bring it into conformance. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

ARTICLE 39 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and the Tualatin Police Officers' Association resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Tualatin Police Officers' Association where mutually agreeable.

Section 3. Nothing in this Agreement, or in this Article will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of the Agreement, subject to the parties' obligation to bargain concerning mid-term changes which are mandatory subjects of bargaining.

ARTICLE 40 – LATERAL HIRES

Section 1. Officers hired with previous Law Enforcement experience, may, at the discretion of the Chief of Police be eligible for one, or more, Lateral Hire incentives.

- A. Hired with vacation accrual years equal to three-quarters (.75) the number of years held in their previous position.
- B. Granted up to eighty (80) hours of sick leave to bank until they would have accrued the corresponding hours.
- C. A one-time bonus of \$500 to be paid at the completion of the employee's probationary period and subject to all applicable IRS withholdings.
- D. Reimbursement for pre-approved moving expenses up to \$1000 and subject to all applicable IRS withholdings.
- E. Granted other one-time benefit(s), as long as, the monetary value of the benefit does not exceed \$1000, and is mutually agreed upon with TPOA. If there is no "monetary" value able to be assigned to the benefit, the benefit cannot grant the lateral hire greater privileges, or rights, not otherwise afforded, or available to other employees of greater seniority.

For purposes of this Article, Law Enforcement experience will be at the discretion of the Chief of Police, but shall generally include work experience similar to that of the City of Tualatin Police Department. Within (2) two weeks after the Lateral Officer's first official work day, TPOA will be notified, in writing, of any incentives provided to the newly hired Officer.

ARTICLE 41 - TERM OF AGREEMENT

Section 1. This agreement shall be effective July 1, 2016 or upon execution, whichever is later, and shall remain in full force and effect until June 30, 2019, and shall continue to be in effect during the period of negotiations until a successor agreement is reached.

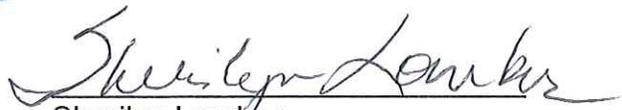
Section 2. This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st, that it wishes to modify the Agreement.

**FOR THE TUALATIN POLICE
OFFICERS' ASSOCIATION**

FOR THE CITY OF TUALATIN



 Kevin Winfield
 Association President



 Sherilyn Lombos
 City Manager



 Cameron Montrose
 Association Vice President



 Janet Newport
 Human Resources Director

8/1/16

 Date

8/1/16

 Date

EXHIBIT A – SALARY MATRIX

Beginning upon ratification of this agreement, and retroactively if necessary, the salary steps in place on June 30, 2016 will change. This change will eliminate Step 1 and replace it with the salary from Step 2, and the other salary steps will be renumbered accordingly, so that there are seven (7) steps. Employees, with the exception of employees at the June 30, 2016 Step 1, will remain at their current salary rate until their anniversary date, at which time they will move to the next salary step.

| Salary Rate on June 30, 2016 | | | | | | | | |
|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| STEP | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
| Hourly | 26.29 | 27.34 | 28.43 | 29.57 | 30.75 | 31.98 | 33.26 | 34.59 |
| Annual | 54,683.20 | 56,867.20 | 59,134.40 | 61,505.60 | 63,960.00 | 66,518.40 | 69,180.80 | 71,947.20 |

| Salary Rate on July 1, 2016 reflecting 2% cost of living increase and change in steps | | | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| STEP | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| Hourly | 27.88 | 29.00 | 30.16 | 31.37 | 32.62 | 33.92 | 35.28 |
| Annual | 57,990.40 | 60,320.00 | 62,732.80 | 65,249.60 | 67,849.60 | 70,553.60 | 73,382.40 |

Salary Matrix effective July 1, 2017:

Increase 2016 Matrix by two percent (2%). This increase shall be applied to the top step (Step 7) and the other steps will be adjusted to maintain the four percent (4%) differential between steps.

Salary Matrix effective July 1, 2018:

Increase 2017 Matrix by two (2%). This increase shall be applied to the top step (Step 7) and the other steps will be adjusted to maintain the four percent (4%) differential between steps.

EXHIBIT B – SENIORITY LIST

| <u>OFFICER</u> | <u>HIRE DATE</u> |
|-----------------------|-------------------------|
| WINFIELD | 01/02/1992 |
| HERMANN | 02/03/1992 |
| ROSE | 10/03/1994 |
| GIRARDI | 01/03/1995 |
| PFAFF | 04/24/2000 |
| FRENCH | 06/10/2005 |
| K. MILLER | 05/20/2006 |
| RILEY | 08/28/2006 |
| MONTROSE | 04/09/2007 |
| VANDE BRAKE | 08/20/2007 |
| CHAPMAN | 01/22/2008 |
| LEMON | 01/22/2008 |
| B. MILLER | 05/04/2009 |
| MESSINA | 01/25/2010 |
| RANDOLPH | 01/25/2010 |
| CECILIANI | 01/25/2010 |
| FISCHER | 02/21/2011 |
| NEUMEISTER | 02/21/2011 |
| BOYLL | 06/11/2012 |
| SARMENTO | 08/06/2012 |
| RADAKOVICH | 09/09/2013 |
| SCIFRES | 10/08/2013 |
| WALL | 05/05/2014 |
| HERNANDEZ | 10/12/2015 |
| SMITH | 11/09/2015 |
| SOLACHE | 02/16/2016 |
| SANDERS | 04/25/2016 |
| POWELL | 04/25/2016 |
| ALBRECHT | 07/11/2016 |

EXHIBIT C – 12 HOUR SHIFT IMPLEMENTATION

1. **12-Hour Schedules:**

The 12-hour shift schedule, is established as a fourteen (14) day tour of duty under Section 7k of the Fair Labor Standards Act. A total of 84 hours will be scheduled for the fourteen (14) day tour of duty.

A total of 84 hours will be scheduled and compensated as straight-time work hours during each 14-day work period. The hourly rate for each Employee will be established by taking the Employee's current monthly pay rate and dividing by 173.33.

Shift changes will occur the first Saturday of a pay period nearest the first day of months of April and October.

The following are options of 12-Hour shift schedules:

A. Fixed Days Off Schedule

There will be two teams assigned to this schedule. Each team will have opposite work days and days off consistent with Exhibit A attached hereto. Day shift shall be 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours.

B. Alternate Weekend Schedule

An optional 12-hour work schedule, similar to the schedule worked April 2004-October 2004 can be mutually agreed upon by both parties. Each team will have every-other weekend off consistent with Exhibit B attached hereto. Both parties agree that if a different schedule is implemented, both parties will agree to the schedule prior to the implementation.

C. The "Struck" Plan

This schedule incorporates work days and days off of both schedules listed above. It allows officers to bid for different work days and days off, while at the same time provides the same patrol/staffing coverage as the schedules above as noted on Exhibit C attached hereto.

D. Other 12-Hour Schedule

During the length of this Letter of Understanding, both parties agree to continue ongoing communication regarding other alternative 12-hour schedules. Both parties agree that if a different schedule is implemented, both parties will agree to the schedule prior to the implementation.

2. **Meal/Rest Periods**

All employees on a 12-hour shift schedule shall be provided two (2) thirty (30) - minute paid meal periods and two (2) fifteen (15) - minute paid rest periods per

shift, to the extent possible and consistent with the operational requirements of the Department. Employees remain subject to call or interruption during all meal periods.

3. **Shift Bidding**

When the department utilizes the 12-hour schedule for the Patrol Division, bidding of shift assignments will be based on bargaining unit seniority except in circumstances where it is necessary to otherwise distribute employees to meet the reasonable operating needs of the department. The bidding shall be conducted as follows:

Bidding of Shift Assignments for this will begin at least 60 days prior to the shift change implementation dates and completed within 30 days prior to the implementation dates. The employee will select what team they want to be assigned to and the shift he/she prefers to work. Employees who are not released for solo work at the time of shift bid will not bid on shifts for that bid period. The City may reserve schedule slots on shifts for those Employees.

To accommodate a smooth transition from one schedule to another the work hours and days off of transitioning employees may be adjusted. Any adjustment may only be done with the mutual agreement of the City and the Association.

4. **Team Identification and Scheduling**

The 12-hour schedule consists of two (2) Day Shift Teams and a two (2) Night Shift Teams. A schedule will be posted showing both teams, including the designated work days and days off for each officer assigned to the schedule.

If an employee is reassigned to a different schedule (i.e. from a 12-hour to an 8-hour schedule or from an 8-hour to a 12-hour schedule), a reasonable attempt will be made to schedule the employee in a manner that will not cause the employee to work less than or more than 80 hours (8-hour or 10-hour schedule) or 84 hours (12-hour schedule) in a 14 day period.

5. **Forced Work Time**

If an employee is scheduled to work a 12-hour schedule, the following will apply:

For the purposes of forced work time, the forced work hours are to be hours that are “actually” worked, not hours counted as part of contract minimums unless otherwise noted below. Members will continue to be compensated for overtime hours as per the Matrix in Article 17, Section 4.

1. Patrol Duty (In uniform, patrol car, handling calls for service, etc.)

Any employee who works more than 12 hours, but not more than 14 hours shall return to work at their regular start time.

Any employee who works between 14-16 hours total work time before 1200 hours will be given 10 hours of rest before starting the next shift. Paid Administrative time will be given for the normal work hours that are adjusted and not worked.

Any employee, who works more than 16 hours, shall be given the following shift off on Paid Administrative time.

2. Training (In-Service, IFAST, EVOC, Outside Training, etc)

Any employee, who is assigned and/or scheduled for training, must be given at least 8 hours of rest before starting the training.

3. Non-Patrol (court, meetings,)

For any employee who is subpoenaed to appear in court at 0830 hours, the continuous hour matrix in Article 17, Section 4 will be applied to the total number of hours worked.

Any employee who “actually” works more than 12 hours, but not more than 14 hours shall return to work at their regular start time.

Any employee who works between 14-17 hours total work time before 1200 hours will be given 10 hours of rest before starting the next shift. Paid Administrative time will be given for the normal work hours that are adjusted and not worked the following shift.

Any employee, who works more than 17 hours, shall be given the following shift off on Paid Administrative time.

Any employee who works between 14-16 hours total work time between 1200 hours and 1500 hours, will have the option of delaying their regular start time to provide for 10 hours of non-work time, or may have their following shift adjusted to complete their 12- hour shift.

Any employee who works between 14-16 hours total work time and the start time begins at 1500 hours or later, the following shift will be adjusted for the officer to work a total of 12 hours and get the remainder of the normal shift off on Paid Administrative Leave.

In such events, the employee will notify the on-duty supervisor to report what time they will return to work or what type of adjustment will be made (if applicable). If the employee wants to take the remainder of the shift off, the employee will need prior approval from the on-duty supervisor.

Examples:

| | 6am | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6pm |
|-----------|-----|---|---|-----|----|----|----|---|---|-----|-----|---|-----|
| Example 1 | | | 2 | | | | | | | | | | |
| Example 2 | | | | 3.5 | | | | | | | | | |
| Example 3 | | | | | | 5 | | | | | | | |
| Example 4 | | | | | | | | | | | | | |
| Example 5 | | | | | | | | | 2 | | | | |
| Example 6 | | | | | | | | | | | 2.5 | | |
| Example 7 | | | | | | | | | | | | | 3 |
| Example 8 | | | | | | 2 | | | | 1.5 | | | |
| Example 9 | | | | | 2 | | | | | | 2 | | |

Actual Hours Worked

Ex# 1: Employee will report to work at regular scheduled time (1800 Hours).

Ex# 2: Employee will report to work at 1930 hours and receive 1.5 Paid Admin (PA) hours.

Ex# 3: Employee has court at 0830. Gets continuation time. Will report to work at 2100 hours.

Ex# 4: Employee has court exceeding 17 hours and will receive following shift off w/PA Time.

Ex# 5: Employee will report to work at regular scheduled time (1800).

Ex# 6: Employee will have the following options: 1. Adjust hours and work 1330 hours to 0130 hours with the remainder of the normal shift off on PA Time. Or 2. Take 10 hours of rest and return to work at 0200 hours.

Ex# 7: Employee will work 1500 hours to 0300 hours and have the remaining 3 hours off on PA.

Ex# 8: Employee has two court appearances in same day. Total hours with continuation time exceeds 17 hours. Employee will get following shift off on PA Time.

Ex# 9: If this employee did not work the night before (first day back to work), and is subject to double callback, the employee will have the same options as outlined in Example 6.

Ex#10: If an employee did not work the previous shift: Single Callback:

While scheduled to work a 12-hour schedule, the overtime language outlined in Article 17, Section 3 will be followed with the exception of bullet # 6, which will not be applicable.

Note: As stated in several sections of the Collective Bargaining Agreement, The City will continue to reserve the right to change established minimums at any time. When a shift falls below the minimum staffing levels, employees who will be called in (forced) on overtime will be employees who are scheduled to work the same shift hours as the employee who is being back-filled.

As an example:

If the Night Shift Team falls below minimum staffing, an employee from the Night Shift, who is on a regular day off would be called in to work the shift.

7. Training Schedule

While assigned to a 12-hour schedule, employees will continue to follow “Article 36 – Training Schedule” in the Collective Bargaining Agreement.

Employees may be assigned to attend “mandatory” In-Service Training on his/her regular day off. Under these circumstances, the employee would be compensated at an overtime rate for the hours actually worked during the training.

Employees who are on a regular 8-hour or 10-hour schedule may also be required to adjust his/her schedule to accommodate a 12-hour training day without being compensated for overtime. An example of this would be a 12-hour EVOC training day that would require travel to/from a location that would require the officer to work more than an 8 or 10-hour day. Should this occur, a supervisor would make a reasonable attempt to adjust the hours of the employee to ensure a total of 80 hours are worked in a 14-day period.

8. Flex Time

The City recognizes that an employee on a 12-hour shift would have to use 12 hours of Holiday, Vacation, or Sick Time if a day off was taken. The City also recognizes that an employee on a 10-hour shift would have to use 10 hours of accrued time if a day off was taken. Employees will continue to accrue Holiday, Vacation, and Sick time as outlined in the Collective Bargaining Agreement.

While working under a 10-hour work schedule, the City will give each employee one and one-half (1.5) hours of Flex Time each pay period. The one and one-half (1.5) hours of Flex Time will be credited to a “Flex Time” accrual bank.

While working under the 12-hour work schedule, the City will give each employee three and one-half (3.5) hours of Flex Time each pay period. The three and one-half (3.5) hours of Flex Time will be credited to a “Flex Time” accrual bank.

The Flex Time accrual balance shall not exceed 40 hours. Flex Time must be used or will be lost. Each employee is responsible for scheduling Flex Time off by making reasonable requests to a supervisor and/or using the Flex Time in conjunction with other time accruals when time off is taken. Both parties agree that the Flex Time will not have any monetary value. If an employee's employment is terminated for any reason, accrued Flex Time will be lost.