

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



**AND THE
CITY OF TUALATIN**



EXPIRES June 30, 2025

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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 parties will continue to adhere Exhibit E (Equal Employment Opportunity Statement) which was part of an MOA executed by the parties on November 7, 2019.

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. The Association's President and other members of the Association's Executive Board, shall be considered designated Association representatives.

Section 2. Designated Association representatives and the employee involved shall be allowed reasonable time off during their regularly scheduled work time without loss of wages, benefits or seniority to engage in the following Association activities:

- (A) Investigating and processing grievances, complaints and other matters related to employment relations;
- (B) Attending investigatory interviews and due process proceedings;
- (C) Participating in collective bargaining as set forth in Section 3, below;
- (D) Conducting new employee orientations, not to exceed sixty (60) minutes; and

- (E) Representing and providing support and advice to employees represented by the Association during critical incidents;

- (F) Other Association activities in accordance with applicable law.

For the purpose of this Section 2 such time will be considered “reasonable” if it does not unreasonably interfere with the performance of the representative’s duties.

The parties will follow past practice with regard to the number of Association representatives who are allowed to be present during the activities described above. Generally, only one (1) representative will be allowed to be present on paid time during any process or meeting that has the potential to lead to discipline (i.e. investigatory interviews, pre-disciplinary/pre-determination meetings) and/or other Association activities where a bargaining unit employee can be adequately represented with one (1) representative. However, additional Association representatives may participate during off-duty hours or more than one (1) employee-Association representative may participate during regular on-duty hours with approval from the Chief or designee.

The Association’s designated legal counsel is separate and distinct from the designated Association representatives. Only Association designated legal counsel has the right to represent bargaining unit employees in matters related to enforcement and/or administration of this CBA and/or PECBA matters related to the Association and employees represented by the Association.

Section 3. The City shall allow up to two (2) Association members, designated by the Association, to attend contract negotiations during duty hours without loss of pay or benefits. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties. With mutual agreement between the City and the Association, the Association may be allowed more than two (2) on-duty Association members participating in contract negotiations.

Section 4. 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. The City shall also provide the Association with information about employees represented by the Association and/or access to City facilities in accordance with applicable law.

Section 5. 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 6. 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. For purposes of this Agreement any notice required to be given to the City will be deemed met by deliverance of notification to the Chief or designee or to the City Human Resources Director or designee.

Section 7. New Hires. The City will notify the President of the Association, in writing, of all newly hired employees for positions represented by the Association within forty-eight (48) hours of the first working day of the new employee. Such notification shall include the name, mailing address, salary step, phone number (s), email address and position and rate of pay of the new employee. Within the first seven (7) calendar days of hire of a new employee represented by the Association, the Association shall have access to all newly hired employees for a period of at least sixty (60) minutes for Association orientation.

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

Section 1. Payroll Deduction. The City and Association recognize that Employees in a classification represented by the Association may become Association Members, Fair-Share members or non-members. A fair-share member is a non-union member who pays the Association for the costs it expends in negotiating and managing the CBA with the City. A non-member is a person who is not a member of the Association and does not pay the fair-share amount.

- A. Association Members.** The City will deduct Association dues from an employee's paycheck on a bimonthly basis, provided the employee has authorized the deduction in writing.
- B. Fair Share Members.** The City will deduct the fair-share amount from the employee's paycheck on a bimonthly basis, provided the employee has authorized the deduction in writing.
- C. Non-Members.** Those employees who do not provide written authorization for the payroll deductions for dues or fair-share amounts are considered non-members, and the City is prohibited from making payroll deductions from those employees.
- D. Cancellation of Deductions.** 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. The City agrees to appraise the employee of the Union's intent to meet and discuss the Association with each new employee upon hire.

Section 3. Non Member. Any employee who is in a job classification represented by the Association but chooses not to pay dues or become a fair share member will be considered a non-member of the Association although this employee is still an employee in a classification represented by the Association.

Non-members are considered bargaining unit members and the Articles and provisions of this CBA apply to them. In order to maintain consistency and application of the CBA, any dispute or discipline involving a non-member, the Association may choose to participate and/or be present regardless of whether the non-member wants the Association involved.

Section 4. 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.

Section 5. Assessment of Fee to Nonmember. If a Nonmember and the Association enter into a written agreement that includes a written payroll withholding arrangement signed by the Association and the Nonmember, which is intended to avoid collection litigation and garnishment of wages, the City will honor the written Agreement and the payroll deductions thereby designated in writing.

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. Unless otherwise agreed to by the parties, in writing, disciplinary action is one of the following: termination, demotion, reduction in pay, suspension without pay, or written reprimand. Disciplinary action 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. Any disciplinary action placed in an employee's personnel file will be clearly labeled as such.

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.

Routine supervisory counseling or oral reprimands, even if documented in writing, are not official disciplinary action and therefore, shall not be placed in an employee's personnel file. This type of documentation may be maintained in a supervisory file and the contents

of an employee's supervisory file will be purged or considered stale as part of an employee's annual evaluation.

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 twenty-four (24) 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 electronically 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.

Section 8. Brady Employment Separation – Non-Disciplinary Layoff.

(A) Brady Issues

1. The parties recognize that United States supreme court has consistently held that prosecutors have a duty to disclose potentially exculpatory evidence to defense attorneys prior to trial. The parties acknowledge that there is a difference between a prosecutor's determination that it has a duty to disclose information about an officer and a determination that a prosecutor will not call an officer to testify.
2. A disciplinary action or any other adverse personnel action may not be undertaken by the City against an employee represented by the Association solely because that employee's name has been placed on a list maintained by a prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the employee's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 272 U.S. 83 (1963).
3. This Section (Article 9, section 8A) does not prohibit the City from taking disciplinary action or any other adverse personnel action, including layoff, for inability to perform an essential function of the job (testifying or writing credible reports).

4. The City will contemporaneously provide written notice to the Association and copies of all materials provided to the prosecutor's office whenever the City refers a matter to a prosecutor's office for a Brady list review, or whenever the City is asked to provide materials to a prosecutor's office for the purposes of Brady list review by a prosecutor's office.

(B) Inability to Perform Essential Functions

1. After any CBA investigative due process or any other type of due process has finally concluded that an employee is unable to perform an essential function of their job, for any reason other than a healthcare related reason, the City may place an employee on a non-disciplinary layoff – specifically identified as “inability to perform an essential function layoff.”
2. To use this Section (Article 9, Section 8(B)), the City must provide written notice to the Association and impacted employee and an opportunity for the Association and/or impacted employee to respond. Along with the notice, the City will provide a copy of the information in its possession related to the impacted employee's inability to perform an essential function.
3. After discussing the matter with the Association, the City will issue a written decision to the employee and the Association about the impacted employee's employment status with the City.
4. If the circumstances that prevents the employee from performing an essential function is resolved, the employee will be recalled, provided there is an open position for which the employee is qualified. Recall rights under this provision will expire after twelve (12) months and are independent of layoff and recall rights under Article 14.
5. The parties agree that for purposes of this Section 9.8 (B) the ability to testify, carry a firearm and/or drive a motor vehicle are essential functions.
6. This Section 9.8 (B) does not prevent the City from investigating misconduct or issuing discipline based upon the circumstances that led to an employee's inability to perform an essential function of their job.

(C) This Section (Article 9, Section 8) does not apply to any situation where an employee is unable to perform an essential function of their job due to a healthcare condition.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. This procedure shall be the exclusive means of resolving disputes arising under this Agreement. However, for disciplinary grievances involving law enforcement officers (as defined by ORS 131.930), arbitrator selection shall be in accordance with ORS 243.808. 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, however, if the arbitration is conducted in accordance with ORS 243.808, the costs of the arbitrator shall be equally split between the parties.

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. 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 when changes to seniority occur.

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.

Employees assigned to work a ten (10) hour shift will accrue flex time at a rate of 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.

The flex time accrual balance shall not exceed forty (40) hours. Flex time in excess of forty (40) hours will be lost. Each employee is responsible for scheduling flex time off by making reasonable requests to a supervisor. Flex time has no monetary value and is not a payable accrual. If an employee's employment is terminated for any reason, accrued flex time will be lost.

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. Employees 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 employees, but may not reserve days off.

To facilitate continuity and stability within the department, rotations to or from fulltime Special Assignments should occur in conjunction with planned patrol shift rotations. In the event this does not occur, then management will work with those involved, to minimize the impact of the rotation and respect seniority of the involved members.

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 Employees have spent on a particular shift, will not reset, unless the requirements of Section 2 are met, it is otherwise mutually agreed upon, there is a planned change in the shift structure, or the employee temporarily rotates or is assigned to another shift for three (3) months. Assignment to a light duty assignment as covered in (Article 22) shall to not qualify under this section as

being “assigned” to another shift. 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.

Section 5. Shifts will be bid so the shifts will be staffed at established minimums, and allow for at least one employee to use accrued time off as described in Article 27. The workload of the shifts should be distributed so that at least one (1) employee is assigned to each patrol district.

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:

- (A) If the minimum number of employees working patrol drops below three (3), the shortage will first be filled using TPOA patrol members.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) Overtime assignments of more than three (3) hours that are known at least seventy-two (72) hours in advance will be posted to allow officers to bid for the

assignment. 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 assigned 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, and no further bidding may occur. If an assignment is involuntarily filled, the assigned employee may, through mutual agreement, allow another employee to fill the assignment in their place, regardless of seniority.

- (F) 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.
- (G) 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.
- (H) 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
Court appearance ends before start of next shift	< =2	Yes	No
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. 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.

- (A) In year one of this contract, retroactive to July 1, 2022, the salary matrix (EXHIBIT A) shall increase by four and one-half percent (4.5%). Effective January 1, 2023, the salary matrix will increase by two percent (2%). These increases shall be applied to the top step (Step 7) and the other steps will be adjusted to maintain the (4%) differential between steps.
- (B) Effective the second year of this contract, on July 1, 2023, the salary matrix (EXHIBIT A) shall increase by two percent (2%) and three percent (3%) on January 1, 2024. These increases 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 third year of this contract, on July 1, 2024, the salary matrix (EXHIBIT A) shall increase by two and one-half percent (2.5%) and three percent (3%) on January 1, 2025. These increases 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. 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), Crisis Negotiations Unit (CNU), 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. The City will offer medical, dental, and vision insurance to employees according to the terms of this Article. Employees may select, either the Regence/BlueCross plan with VSP Vision, Alternative Care Rider, and Hearing Aid Rider; OR Kaiser Medical, 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 Delta Dental with ortho, Willamette Dental with ortho, or Kaiser dental with ortho. Employees may also select their dental coverage, which includes orthodontia.

Section 2. 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 3. 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, 2023, the City's maximum monthly premium contribution for Medical, Dental and Vision insurance will be 92% of the most expensive combination of Medical and 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.
- (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.

Section 4. 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 5. 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 6. 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 7. 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 8. HRA 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 cashed-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.
- (F) An employee who dies in the line of duty as a result of illness or injury directly related to their work as a Police Officer, while covered by this agreement will have fifty percent (50%) of unused sick leave accruals, up to a maximum of 520 hours at the officers base rate of pay, converted to pay and deposited into the deceased employee's HRA VEBA account by the City. This conversion contribution payment will be without tax liability pursuant to IRS rule.

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.

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 and Plan IV for Police Officers not to exceed \$11 per eligible member per month and Plan IV for Reserves not to exceed \$6 per eligible member per month. Any increase in cost that exceeds the rate negotiated in this Agreement will be paid for by the Association on behalf of the eligible member. The Association agrees to indemnify and defend the City against any claim based on the City's payments to the Association provided for in this Article.

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.

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 nine and one-third (9.33) 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. Unless otherwise modified by Article 40, employees shall accrue vacation time from the beginning of employment with the City of Tualatin 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. 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. The employee should review their biweekly paystub and work with their supervisor to utilize vacation accordingly.

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. If an employee does not have the full amount of accrued time available to cover their requested time off, the employee may still bid for time off, so long as they have an available accrued time off bank, excluding sick time, which is within twenty (20) hours of the total amount of time bid for, and there is adequate time for the employee to accrue the shortage.

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, 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.
- (C) In the event the employee is offered a return to work or limited duty assignment after an on-the-job injury and the employee elects to deny the limited duty assignment but requests to

remain off work, the employee acknowledges additional requested time off will be covered by accrued leave accruals.

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 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 stipend of up to two hundred fifty (\$250) dollars each fiscal year for employees. This allowance will be made in a lump sum payment in the first payroll period of each fiscal year (after July 1) and will reflect all applicable taxes and withholdings. The City Safety Committee shall develop guidelines for shoes/boots appropriate for employees who must purchase shoes/boots.

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 5.1 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	\$510	50% of full incentive
37 to 60 months	\$765	50% of full incentive
61 to 120 months	\$1020	50% of full incentive
121 to 180 months	\$1275	50% of full incentive
181 + months	\$1530	50% of full incentive

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.

Section 7. Post Separation return to service

Beginning with employees covered by this agreement on July 1, 2019 and carrying forward, employees who end their employment with the City and leave in good standing may be eligible for return as a contract employee. So long as the former employee is needed to return for work related to their prior employment as a Tualatin Police officer, the City will consider a return to service on a limited duration contract.

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 the corresponding number of years of applicable service, up to the City of Tualatin's maximum.
- (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 \$1000 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 \$1500 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 \$1500, 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.

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.

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.

ARTICLE 41 - TERM OF AGREEMENT

Section 1. This agreement shall be effective July 1, 2022 or upon execution, whichever is later, and shall remain in full force and effect until June 30, 2025, 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**

Eli Sanders
Eli Sanders (Nov 1, 2022 16:34 PDT)

Eli Sanders
Association President

Cameron Montrose
Cameron Montrose (Oct 28, 2022 14:27 PDT)

Cameron Montrose
Association Vice President

11/01/2022

Date

FOR THE CITY OF TUALATIN

Sherilyn Lombos
Sherilyn Lombos (Oct 28, 2022 13:25 PDT)

Sherilyn Lombos
City Manager

Stacy Ruthrauff
Stacy Ruthrauff (Nov 1, 2022 17:05 PDT)

Stacy Ruthrauff
Human Resources Director

11/1/2022

Date

EXHIBIT A – SALARY MATRIX

Effective July 1, 2022, the salary schedules will be increased as indicated in Article 20 – Salaries to reflect the following:

EFFECTIVE 7/1/2022 - 12/31/2022							
RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Hourly	33.81	35.16	36.57	38.03	39.55	41.13	42.77
Annual	70,324.80	73,132.80	76,065.60	79,102.40	82,264.00	85,550.40	88,961.60
EFFECTIVE 1/1/2023 - 6/30/2023							
RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Hourly	34.49	35.87	37.30	38.79	40.34	41.95	43.63
Annual	71,739.20	74,609.60	77,584.00	80,683.20	83,907.20	87,256.00	90,750.40
EFFECTIVE 7/1/2023 - 12/31/2023							
RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Hourly	35.17	36.58	38.04	39.56	41.14	42.79	44.50
Annual	73,153.60	76,086.40	79,123.20	82,284.80	85,571.20	89,003.20	92,560.00
EFFECTIVE 1/1/2024 - 6/30/2024							
RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Hourly	36.22	37.67	39.18	40.75	42.38	44.08	45.84
Annual	75,337.60	78,353.60	81,494.40	84,760.00	88,150.40	91,686.40	95,347.20
EFFECTIVE 7/1/2024 - 12/31/2024							
RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Hourly	37.13	38.62	40.16	41.77	43.44	45.18	46.99
Annual	77,230.40	80,329.60	83,532.80	86,881.60	90,355.20	93,974.40	97,739.20
EFFECTIVE 1/1/2025 - 6/30/2025							
RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Hourly	38.26	39.79	41.38	43.03	44.75	46.54	48.40
Annual	79,580.80	82,763.20	86,070.40	89,502.40	93,080.00	96,803.20	100,672.00

EXHIBIT B – SENIORITY LIST

<u>BADGE</u>	<u>OFFICER</u>	<u>HIRE DATE</u>	<u>DPSST</u>
1	HERMANN	020392	26724
2	GIRARDI	010395	30379
3	PFAFF	042400	39224
4	K. MILLER	052006	45261
5	MONTROSE	040907	37525
6	VANDE BRAKE	082007	33825
7	B. MILLER	050409	36589
8	RANDOLPH	012510	51093
9	FISCHER	022111	50980
10	NEUMEISTER	022111	51822
11	SARMENTO	080612	41574
12	RADAKOVICH	090913	53014
13	SCIFRES	100813	53671
14	WALL	050514	54231
15	HERNANDEZ	101215	55571
16	SOLACHE	021616	55951
17	SANDERS	042516	56244
18	POWELL	042516	56245
19	NOPSON	043018	58737
20	WHEATON	043018	58741
21	LEMIEUX	021119	59614

22	BREWER	031119	57080
23	FULTS	061719	59980
24	FARLOW	061719	60020
25	BOYLE	060120	37619
26	AGUILAR	120921	56270
27	WILKINSON	020722	62555
28	CHAVOLLA	020722	62634

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

Counts as Continuous time

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:

EXAMPLE 10 Chart:

EX	6	7	8	9	10	11	12 p	1	2	3	4	5	6	7	8	9	10	11	12 a	1	2	3	4	5
1																								
2																								
3																								

OT= ST= PA=

1. If the employee works overtime of (4) hours, or less, “actual” work time, the employee will report to their shift at the normal start time. The employee will receive the minimum callback overtime, and applicable continuous time.
2. If the “actual” hours of overtime worked exceed (4) hours, but are less than (8), the employee will be paid the overtime rate for the actual hours worked, including continuous time if applicable, but their start of shift will be delayed by the amount over the (4) hours. The employee will receive Paid Administrative time for the amount of time their start was delayed.
3. If the “actual” hours of overtime worked are (8) hours, or more, the employee will be paid the overtime rate for the “actual” overtime hours worked. The employee will then work additional hours, paid at their normal rate, so that they complete (12) total hours of work. At the completion of (12) “actual” hours worked, the employee’s work day will end, and they will be given the remainder of their normal shift off and paid an amount of Paid Administrative time, that would bring the total straight time hours worked to (12).

6. Overtime Assignments – Minimum Staffing

Employees on a 12-hour shift will be paid the employee’s regular rate of pay for all regular hours actually worked up to 84 hours during the 14-day work period. Employees will be paid at the rate of time and one-half for any hours worked in excess of twelve (12) hours per workday or any regular hours actually worked in excess of 84 hours during the 14-day work period.

Employees may not work overtime in excess of their scheduled daily shift hours without approval by a supervisor. Absent approval, employees working in excess of their scheduled daily shift hours will be subject to discipline, up to and including termination.

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.

EXHIBIT D – RETIREE CONTRACT EMPLOYEES

Section 1. The City may authorize as the City deems appropriate and within funding capability of the City, up to three (3) sworn positions for retired Tualatin police employees and retirees from other law enforcement agencies who have retired in good standing. These employees will be referred to as Retiree Contract Employees and the work these employees perform is work performed by the Association bargaining unit.

Section 2. Retiree Contract Employee status will not exceed twenty-four (24) months without prior written agreement by the Chief and Association President. Twelve (12) months extensions or shorter duration extensions must be agreed upon, in writing, by the Chief and Association President. If there is no agreed extension, Retiree Contract Employees' employment will terminate automatically at the end of twenty-four (24) months.

Section 3. The Chief or designee will notify the Association President or designee when new when Retiree Contract Employees are hired and when a Retiree Contract Employees employment ends.

Section 4. Retiree Contract Employees will be assigned to the Patrol Division, unless they are working in a specialty assignment at the time of their, in which case the Retiree Contract Employee can remain in and retain their specialty assignment for the balance of their specialty assignment term of for one (1) year whichever is less.

Section 5. Retiree Contract Employees are subject to the following terms and conditions of employment:

- (A) Retiree Contract Employees are subject to all policies and procedures of the City and Department related to performance of their position and compliance with City and Department standards;
- (B) Retiree Contract Employees will be represented by the Association and Retiree Contract Employees may choose to become or continue as members of the Association and authorize payments to the Association per this Agreement.
- (C) Retiree Contract Employees will not be used to routinely or permanently replace or displace regular Association positions and/or FTE's.
- (D) In the event of any reduction in force that will result in elimination, layoff and/or reduction of regular FTE positions of classifications represented by the Association, all Retiree Contract Employees will be terminated before any regular Association represented employees are laid off.

EXHIBIT E – Equal Employment Opportunity Statement



Equal Employment Opportunity Statement

The City of Tualatin provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, sex, religion, gender, sexual orientation, gender identity, national origin, age, marital status, association with any person based on such traits, disability, genetic information, marital status, amnesty or status as a covered veteran, or any other legally protected characteristic or status in accordance with applicable federal, state and local laws. The City complies with applicable federal, state and local laws governing nondiscrimination in employment in every location in which the City has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The City of Tualatin expressly prohibits any form of unlawful employee discrimination or harassment based on race, color, sex, religion, gender, sexual orientation, gender identity, national origin, age, marital status, association with any person based on any such traits, genetic information, disability, veteran status, uniformed service, expunged juvenile record or any other legally protected characteristic, or status in accordance with applicable laws. Improper interference with the ability of the City's employees to perform their expected job duties is absolutely not tolerated.

Anti-harassment Policy and Complaint Procedure

The City of Tualatin is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free of discrimination, harassment, sexual harassment, and retaliation. The City's commitment to a harassment free work environment applies not only to employees, but also to elected public officials, volunteers and interns.

Definitions of Harassment and Retaliation

For the purposes of this policy, harassment is unwelcome or unwanted verbal, visual, written or physical conduct based on or because of an employee's protected status and that creates an intimidating, hostile, or offensive work environment or unreasonably interferes with an individual's work performance. Harassment may occur between a manager/supervisor and a subordinate, between employees, and among non-employees who have business contact with employees.

Harassment is unwelcome, unwanted, or offensive verbal, visual, written or physical conduct of a sexual, gender-based or other nature prohibited under the employment discrimination laws when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment, or is used as a basis for any employment decision (granting leave requests, promotion, favorable performance appraisal, etc.); or
2. Has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual and gender-based harassment includes harassment of the same or opposite gender and may include a range of subtle and not-so-subtle behaviors. Examples of sexual and gender-based harassment include, but are not limited to:

- unwanted sexual advances or requests for sexual favors;
- sexual jokes and innuendo;
- verbal abuse of a sexual nature;
- commentary about an individual's body, sexual prowess or sexual deficiencies;
- leering, whistling or touching;
- insulting or obscene comments or gestures;
- display of sexually suggestive objects or pictures;
- making offensive comments about a person's gender or sexual orientation;
- engaging in unwelcome touching, impeding or blocking movements;
- using derogatory or stereotypical gender-based terms;
- using City computers or other communication systems to access, send, store or receive material of a sexual nature (excludes materials stored for investigatory, training or other bonafide purposes);
- transmitting, displaying or exposing other City employees to offensive sexual images or comments; and
- engaging in any other physical, verbal or visual conduct of a sexual or gender-based nature that creates an offensive work environment or interferes with another's work performance

Racial, ethnic, religious, disability-related, age and other prohibited harassment includes but is not limited to:

- Making racial slurs or derogatory ethnic comments
- Telling racial or ethnic jokes
- Making derogatory comments about a person's physical or mental limitations
- Mimicking someone with physical or mental limitations
- Promoting your religious beliefs to someone who finds it offensive
- Making derogatory age-based comments
- Displaying racist symbols
- Using City communication systems to send, receive, store or access material that is racially, ethnically or religiously offensive material (excludes materials stored for investigatory, training or other bonafide purposes);

- Displaying cartoons, printed material or other objects which are racially or ethnically offensive
- Criticizing or making fun of another person's religious beliefs
- Transmitting, displaying or exposing other City employees to offensive comments or images of racial, ethnic or religious nature
- Engaging in any other verbal, graphic or physical conduct of a racial, ethnic, religious, age, disability or other legally prohibited nature that creates an offensive work environment or interferes with another employee's work.

These are just examples of conduct that is prohibited by this policy. Employees and other covered individuals are expected to exercise common sense and refrain from other similar kinds of conduct. You should assume that conduct of this nature is unwelcome and will offend others. Therefore, you are expected to refrain from engaging in such conduct, regardless of the circumstances. It is not an acceptable excuse that others participated in the conduct or did not appear to be offended. In addition, no one should suggest or threaten that an individual's cooperation with or tolerance of conduct of this nature will have any effect on that person's employment or status as a volunteer, intern or Public Official, including elected Public Officials. The City does not make decisions on that basis.

Conduct of the nature listed above can be considered harassment even if it occurs off-duty. However, off-duty conduct of this nature would only be considered harassment if it:

- Is unwelcome; and
- creates an offensive work environment or unreasonably interferes with another employee's or covered individual's work.

As with all types of harassment, the City will consider the seriousness and/or repeated nature of conduct which violates this policy in determining whether an employee should be disciplined and, if so, the nature of the discipline.

Retaliation is any conduct that would reasonably deter an individual from reporting or supporting a claim of discrimination, harassment or retaliation, or otherwise testify, assist, or participate in an investigation, proceeding, or hearing involving a claim of discrimination, harassment, sexual harassment, or retaliation, regardless of the outcome of the underlying complaint. Retaliation can occur even if the underlying complaint of discrimination, harassment, sexual harassment, or retaliation is not substantiated.

"Retaliation" is broadly construed under the law and this policy, Examples of retaliation include, but are not limited to, actual or threatened adverse employment actions, punishment, harassment, demotion, suspension, failing to hire or consider hiring, failing to treat impartially when making employment related decisions, or assigning the individual the least desirable jobs, giving an employee the cold shoulder, changing their duties, or treating an employee rudely. It also includes off-duty conduct, whether related to employment or not, that would reasonably deter an individual from reporting, supporting, testifying or assisting in the City's enforcement of anti-discrimination and anti-harassment policies.

Discrimination, Harassment, Sexual Harassment and Retaliation Prohibited

It is the City's policy to have a work environment where employees treat each other with dignity and respect. Unprofessional or disrespectful behavior, even if not illegal, interferes with that policy and will not be tolerated. The City reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended.

The City will not tolerate, condone, or allow discrimination, harassment, sexual harassment, or retaliation whether engaged in by fellow employees, supervisors, customers, or other non-employees who conduct business with the City, including elected officials, volunteers and interns.

The City will not tolerate retaliation against any individual who reports discrimination, harassment, sexual harassment, or retaliation, or otherwise testifies, assists, or participates in any manner in an investigation, proceeding, or hearing involving claims of discrimination, harassment, sexual harassment, or retaliation, regardless of the outcome of the complaint.

- An employee who engages in discrimination, harassment or retaliation of other City employees while away from the workplace, such as during business trips, business meetings, or business-related social events is subject to the provisions of this policy if that conduct has a negative impact on the work environment and/or working relationships, including such activities as online and social networking conduct.

Responsibility for Compliance

These policies apply to all applicants, employees, volunteers, interns and elected officials whether related to conduct engaged in by fellow employees or someone not directly connected to the City (e.g., an outside vendor, consultant or citizen). All such individuals are responsible for knowing the existence and substance of this policy and of their responsibility for compliance. Additionally, all supervisors and managers are responsible for enforcement of the policy.

Employee Responsibilities. Employees will be given a copy of this policy when they are initially employed as part of the orientation process. Each employee is responsible for maintaining a work environment that is free from discrimination, harassment and retaliation by:

1. Conducting themselves in a business-like and professional manner;
2. Not engaging in, participating in, or condoning discrimination, any form of harassment or retaliation;
3. Reporting observed acts of discrimination, any form of harassment and retaliation to their Department Head or the Director of Human Resources as soon as practicable;
4. Fully cooperating with investigations involving acts of discrimination, harassment, and retaliation; and
5. Documenting incidents of harassment.

Manager and Supervisor Responsibilities. Managers and supervisors are held to a higher standard. Managers and supervisors are expected to take a proactive stance to ensure the integrity of the work environment. Managers and supervisors must exercise reasonable care to prevent and promptly correct any acts of discrimination, all forms of harassment and retaliation they know about or should

know about. In addition to the requirements of all employees, managers and supervisors are also responsible for:

1. Monitoring the work environment on a daily basis for signs of discrimination, harassment and retaliation and documenting incidents of workplace harassment;
2. Counseling all employees on the types of prohibited behavior, and the procedures for reporting and resolving complaints of discrimination, harassment or retaliation;
3. Stopping any observed acts that may constitute discrimination, harassment or retaliation, and taking appropriate steps to intervene, regardless of whether the individuals involved are within the line of supervision;
4. Contacting Human Resources if the supervisor or manager observes or receives a complaint of discrimination, harassment or retaliation, even if complainant requested that the complaint be kept confidential. Inform the complainant that complaints will be dealt with in a discreet and confidential manner to the extent possible, but confidentiality cannot be guaranteed.
5. Coordinating with Human Resources to take immediate action to limit the work contact between the complainant, the accused, and other employees where there has been a complaint of discrimination, harassment or retaliation pending investigation;
6. Enforcing non-retaliation prohibitions, including conducting follow-up contact with employees who report discrimination, harassment or retaliation to ensure no retaliation has occurred and transmitting documentation of such contacts to Human Resources.

For anyone who is determined to be a victim of harassment, discrimination or retaliation, these follow-up contacts should begin no later than one month after the investigation has been completed and continue every three months following the first contact through the calendar year following the reporting of the offensive conduct. No follow-up contacts will be made if a victim objects to such contacts in writing.

Complaint Process

Although the City encourages employees who feel comfortable voicing an objection to conduct prohibited by this policy, employees who are offended are *not* required to inform an offending employee that his/her conduct is objectionable before reporting the conduct. The City recognizes that the employee may not wish to do this, or has attempted to do this and the behavior has not stopped. If that is the case, the employee has multiple avenues for reporting allegations of discrimination, harassment, or retaliation and/or pursuing resolution.

If you believe you have been subjected to a violation of this policy including:

- Discrimination in violation of City policy or equal employment opportunity laws; or
- Any type of harassment, whether by an employee, volunteer, intern, elected Public Official or anyone else you come into contact with through your job (vendors, citizens/customers, or other business visitors, etc.); or

- Retaliation for the reporting of discrimination or harassment, opposing discrimination or harassment, cooperating with investigations, assisting in enforcement or testifying in a discrimination or harassment proceeding; or
- If you have observed behavior or overheard comments that raise concerns regarding compliance with this policy toward others

You should promptly contact your immediate supervisor, your Department Head or the Human Resources Director, whomever you are most comfortable reporting to. If your concern involves one of the people listed above, you are expected to report the concern to a different person on this list or the City Manager. Employees and covered individuals will be given a copy of this policy by the person they report their discrimination, harassment or retaliation claim to, as designated above, as soon as possible after their report is communicated.

We encourage employees to report complaints and work with us to voluntarily report and informally resolve problems involving violations of this policy. Our ability to resolve these kinds of problems is dependent on your cooperation in reporting incidents that create an offensive or hostile work environment for you. We believe that all of our employees, volunteers, interns and elected public officials have an affirmative obligation to promptly report violations of our policy and cooperate with investigations. All employees and covered individuals who believe that they have been subject to or witnessed conduct in violation of this policy are also advised to document those incidents.

Who Else Should Report. Any person who is subject to, or has witnessed, discrimination, harassment, sexual harassment, or retaliation, should report that behavior to the employee's immediate supervisor, Department Head or Human Resources Director. In the event any employee believes that these individuals are violating this policy, their conduct should be reported directly to the City Manager.

Responsibility of Supervisor/Manager. A supervisor or manager receiving a complaint must promptly notify the Director of Human Resources.

Confidentiality of Complaints. Complaints will be dealt with in a discreet and confidential manner to the extent the City determines that is possible, while satisfying its obligation to investigate such matters and comply with contractual, statutory and constitutional obligations.

Other Reporting Options. Nothing in this policy prevents any person from filing a formal grievance in accordance with a collective bargaining agreement, or a formal complaint with the Oregon Bureau of Labor and Industries (BOLI), or the United States Equal Employment Opportunity Commission (EEOC) or other administrative, judicial or criminal agencies.

All employees and covered individuals should be aware that time limits apply to the ability to pursue civil and criminal complaints. For example, claims made with the Oregon Bureau of Labor and Industries for alleging discrimination or harassment under Oregon law [based on race, color, religion, disability, uniformed/military service, sex, sexual orientation, national origin, marital status or age (18 or older), (or because of this status of anyone the employee associates with), or because of an individual's expunged juvenile record], must generally be filed within 5 years from the date of the alleged unlawful practice. This same statute of limitations applies to such claims filed in court when no Bureau of Labor and Industries claim has been filed. However, conduct that occurred prior to October 1, 2019 is subject to a shorter (1 year) statute of limitations and different statutes of limitations apply under federal law (generally claims must be filed within 180 days with the federal EEOC or within 300 days if state or local law prohibits the same conduct and a state or local agency

enforces a law that prohibits employment discrimination on the same basis. The statute of limitations for criminal complaints vary based on the nature and degree of the conduct. Please also be aware that Oregon law requires that individuals bringing claims against a public officer, employee or agent of a public body or a public body (e.g. the City) must first provide a notice of claims (often referred to as a Tort Claims Notice). Except as otherwise provided by ORS 30.275 (such as for minority, incompetency or other incapacity), the Tort Claims Notice must generally be provided within 180 days of the alleged loss or injury.

Covered individuals who want more information may contact the Oregon Bureau of Labor and Industries (<https://www.oregon.gov/boli>), local law enforcement, or contact an attorney of their choosing. The Oregon State Bar provides a referral service through which employees may be connected with attorneys. Information regarding this service can be found at: <https://www.osbar.org/public/ris/>. Employees and covered individuals who believe they need counseling or other support services are encouraged to use the City's Employee Assistance Program (EAP). The Oregon Health Authority or the Oregon Board of Licensed Professional Counselors and Therapists may also have additional information to help connect you with counseling and other support services. More information can be found on the websites for these agencies at: <https://www.oregon.gov/oha/pages/index.aspx> and <https://www.oregon.gov/oblpt/Pages/Websites.aspx>.

Investigation of Complaints

Initiating an Investigation. All complaints will be taken seriously and an investigation will be initiated promptly. All investigations will be conducted in a prompt, thorough, and impartial manner. Upon receipt of a complaint, Human Resources will coordinate and conduct, or delegate responsibility for coordinating and conducting the investigation in a manner that complies with contractual, statutory and constitutional obligations.

Requirement of Cooperation. All persons involved in an investigation of a complaint, whether the complainant, the accused, or a witness, are expected to cooperate, provide complete and truthful information.

Confidentiality. The investigation of discrimination and harassment complaints will be treated with as much confidentiality as the City determines is practical, while permitting an appropriate investigation and correction of the problem. The City will, however, comply with the right of union representatives to request and receive information regarding discrimination and harassment complaints involving employees who are in bargaining units, including copies of investigation reports, consistent with PECBA, collective bargaining agreement and other legal obligations.

Investigatory Process

1. Upon receipt of a complaint, the City may need to take steps to ensure employees are protected from further potential discrimination, harassment or retaliation.
2. Human Resources, or person delegated with conducting the investigation, will thoroughly investigate the complaint in an objective and impartial manner and will comply with all Department policies and contractual provisions related to investigations. The investigation will include interviewing the complainant, the accused, and any witnesses.
3. If an employee who is accused of wrongdoing wishes to have a union representative present at any discussion between the employee and the investigator, the employee's request will be

honored and a union representative will be given an opportunity to be present. Witnesses who are being interviewed will also have the right to union representation as required under PECBA. Accused employees who are non-represented may also elect to have a legal representative present.

4. The investigator shall conduct all interviews and discussions in a private location, away from the employee's work area.
5. Human Resources will notify the accused and all witnesses that retaliating against a person for making a report of discrimination, harassment or retaliation will not be tolerated. The name of the complainant may be redacted, as required by law.
6. Human Resources will notify the complainant and the accused when the investigation is concluded.
7. The City will objectively consider all relevant facts and render a decision in writing as soon as possible after completion of the investigation and satisfaction of any due process obligations.
8. Appropriate corrective action will be taken if a complaint is substantiated.
9. Human Resources will inform the complainant if any part of a complaint is substantiated and that corrective action has been taken against the accused. For employees in the Police Department, Human Resources will inform the complainant of the outcome of the allegations being investigation using the following terms: sustained, not sustained, exonerated or unfounded. The complainant will not be given the specifics of the corrective action taken, but may be informed of any directives conveyed to the accused regarding future expectations.
10. The complainant and the accused will be notified by Human Resources if a complaint is not substantiated

Consequences for Violation of this Policy

Employees/Volunteers/Interns. Employees who engage in conduct in violation of this policy may be subject to disciplinary action, up to and including termination, and in accordance with any applicable collective bargaining agreement. Temporary employees, and volunteers and interns who engage in conduct in violation of this policy may be subject to termination of their working or volunteer relationship.

Managers and Supervisors. Managers and supervisors who engage in conduct in violation of this policy or who know or should know of conduct in violation of this policy and who fail to report such behavior or fail to take prompt, appropriate action may be subject to disciplinary action, up to and including termination.

Contractors. If a complaint involves the conduct of a contractor, the Department Head, Human Resources, or the City Manager, shall inform the contractor of the problem behavior and require prompt, appropriate action, or may terminate the contract for violation of this policy.

Vendors , Elected Officials and Others. If any other person engages in conduct prohibited by this policy, the City will evaluate its options to determine whether action can be taken to further the objectives of the policy and, if so, what action is appropriate.

Disability and Pregnancy Accommodation

The City is also committed to complying with state and federal disability and pregnancy accommodation obligations. Employees who require workplace modifications or other assistance to accommodate their disability or pregnancy are required to contact the Director of Human Resources to make sure the City is aware of not only their disability, but also their need for accommodation. Reasonable accommodations are intended to enable a pregnant or disabled employee to safely perform their essential job duties. When employees advise Human Resources of a condition that they believe requires accommodation, the City will analyze their health care condition to determine whether it qualifies as a disability, identify job limitations, and discuss the matter with the employee to determine what, if any, reasonable accommodations need to be made to enable the employee to perform his/her essential job duties in a safe and satisfactory manner. All employees are expected to cooperate with this process, including our requests for health care confirmation of their condition and the nature and extent of any limitations on their ability to perform their job duties. If, even after any required reasonable accommodation, an employee is unable to perform their essential job duties, the City will explore opportunities to place disabled and pregnant employees in other available positions that are, with or without reasonable accommodation, suited to their skills and limitations. Employees who have been provided an accommodation that they believe is not effective for any reason, should promptly notify the Director of Human Resources.

Other Information

Victims of violations of this policy may disclose information about incidents of harassment, discrimination and/or retaliation which involve them. The City will also not coerce or require any employee or covered individual to enter into any non-disclosure (confidentiality) or non-disparagement (e.g. agreement not to bad-mouth or criticize) agreement that would prohibit them from discussing alleged discrimination, harassment (including sexual assault) or retaliation. This includes any conduct that occurs in the workplace or at a work-related event coordinated by the City, or that occurs between an employee/covered individual and the employer off of City property. Employees and other covered individuals may, however, voluntarily request to enter into such confidentiality and non-disclosure agreements, including as part of a settlement or separation agreement. An employee or covered individual who enters into such an agreement also has the option to revoke the agreement within seven (7) days after it is signed when required by applicable law.

Information will also be disclosed to union representatives in accordance with PECBA and other applicable laws.

Also, effective October 1, 2020 any agreement entered into between the City and employees to resolve equal employment opportunity, harassment or retaliation claims will not contain non-disparagement (no badmouthing or criticism) or nondisclosure (confidentiality) provisions or a no rehire provision, unless the employee desires to include such provisions. Also, all such agreements may be revoked within seven (7) days of the date they are signed by the employee.











City of Tualatin - TPOA CBA 2022-2025 (FINAL) 4869-9109-7911 v.4


Final Audit Report


2022-11-02


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