# AGREEMENT

# BETWEEN THE

# CITY OF FOREST GROVE, OREGON

# AND

# FOREST GROVE POLICE ASSOCIATION

# JULY 1, 2015 TO JUNE 30, 2018

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## PREAMBLE

This Agreement entered into by the City of Forest Grove, Oregon, hereinafter referred to as the "City," and the Forest Grove Police Association, hereinafter called the "Association," made and entered into for the purpose of fixing the wage scale, schedule of hours, employee relations as defined by statute and conditions of employment affecting members of the bargaining unit.

## ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular employees to include the following positions;

- Sworn Sergeants
- Sworn Police Officers
- Property and Evidence Specialist
- Code Enforcement Officer
- Community Outreach Coordinator
- Records Specialists

of the Forest Grove Police Department, excluding supervisory, confidential, managerial, and temporary employees. For the purpose of this Agreement, sworn shall be defined as police sergeants and police officers. A regular part-time employee shall be defined as one who is regularly scheduled to work twenty (20) or more hours of work in a workweek, but less than full-time. A regular full-time employee shall be one who is regularly scheduled to work forty (40) hours of work in a workweek. Part-time employees shall earn sick, vacation, and holiday hours on a pro-rated basis. Maximum accruals shall also be pro-rated.

1.2 The City shall notify the Association of its decision to change any of the bargaining unit classifications. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall be automatically recognized as part of this Agreement.

1.3 New classes may be developed within the Police Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Association for their review of the wage scale. Within ten (10) days, the Association may request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the position or positions during the term of negotiations.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

2.2 Excluding those rights which are superseded by this agreement, management shall enjoy, but not be limited to, the following rights:

A. To utilize personnel, methods, and procedures and means in the most appropriate and efficient manner possible.

B. To manage and direct the employees of the Police Department, to enforce department rules, regulations, procedures, and guidelines; and to assess employees' job performance.

C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Police Department.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Scheduling of disciplinary days off will be at the convenience of department operations. The City has the right to discharge probationary employees for any reason without recourse to the grievance procedures of this Agreement.

E. To determine the size and composition of the work force and to lay off employees.

F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance and qualifications; and purchase and utilization of equipment.

G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.

H. The City retains the right to establish job descriptions, work rules and rules of conduct.

I. The exercise of management rights, except where abridged by specific provisions of this Agreement, are not subject to challenge by the grievance procedure.

J. The City shall have the right to take any and all actions necessary in the event of an emergency. An emergency is an unexpected event demanding immediate action which must be declared by management.

2.3 The parties recognize the City may need to make operational changes in areas not covered by the above management responsibilities. In the event the City desires to make a change in a mandatory subject of bargaining, for which bargaining is mandated by the Public Employee's Collective Bargaining Act, the City shall give the Association at least fourteen (14) days notice of the desired change in writing. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful within thirty (30) days after a mediator is assigned, the issue will be taken expeditiously to interest arbitration if arbitrable.

2.4 Nothing in this article shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 22. It is further agreed that the City retains all rights, powers, and privileges not expressly specified in this section.

## ARTICLE 3 - EMPLOYEE RIGHTS

3.1 It is recognized that employees 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 covered by this Agreement also shall have the right to refuse to join the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, national origin, age, religion, pregnancy, ancestry, veteran's status, sexual orientation, Association affiliation or political affiliation. Discrimination on the basis of relationship or mental or physical disability are prohibited except in the instance of valid occupational qualification and under the provisions of the Americans with Disabilities Act.

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

## ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

4.1 During the term of this Agreement, there shall be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's conduct in concerted action and includes failing to report for duty, or stoppage of work, or deviation in whole or in part from the regular, ordinary and/or consistent, full, faithful, and proper performance of duties of employment, for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. The Association agrees to inform its members of their obligations under this Agreement and to direct them to attend to and fully perform duties as City employees.

4.2 In the event of a violation of this Article by the Association or employees in the bargaining unit, the City may, discipline any employee involved in such activity. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available.

## ARTICLE 5 - ASSOCIATION SECURITY

5.1 Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in an amount determined by the Association in accordance with constitutional and statutory requirements.

5.2 The City agrees to deduct from the paycheck of each employee Association dues or "fair share". The City shall not be held liable for checkoff errors, but shall make proper adjustments with the employee and the Association for errors as soon as practicable and upon notification from the Association. The Association agrees to indemnify and hold harmless the City from any action arising from this article. The amounts to be deducted shall be certified to the City by the Treasurer of the Association as needed

5.3 An employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it shall pay an amount of money equivalent to the fair share amount described in Section 5.1. Such payment shall be made to a non-religious charity or another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to the City that payment has been made.

5.4 The City agrees to continue to furnish bulletin board space for Association use of at least 22 inches by 36 inches in dimension in an unobstructed place to be used and maintained by the Association and restricted to Association business and training or education or announcements. The Association shall limit its posting of notices and bulletins to such bulletin board. The Association shall periodically clear the board of outdated material and shall restrict posting to matters of Association business, which are of a non-inflammatory nature.

5.5 The City shall notify the Association of all new hires within the bargaining unit within two (2) weeks of their having been employed, furnishing the Association with the new employee's name, mailing address and position for which he was hired.

5.6 <u>Use of the City's E-Mail System</u>

a. The parties recognize that the City's email system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. Permitted email uses constitute public business in conducting labor relations activity. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

b. Certified Association Officers may use the City's email system to conduct labor relations business for the limited purposes of:

i. Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);

ii. Scheduling meetings among Association Officers (date, time, place and agenda); and/or

iii. Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices), provided however that timelines for grievance responses shall run from receipt (the date an email is opened).

iv. Communication between the Association attorney, Certified Association Officers and City Officials.

Such City email communications shall be specifically identified in the Subject Line as Labor Relations Business in addition to any other topic.

c. The City retains control over the City email system and may restrict or revoke permission to use the City email for labor relations purposes at any time after meeting and discussing such decision and the City's reasons. Association officers and members will keep on duty use of email for labor relations purposes (sending/reading) to a minimum.

d. The parties recognize that misuse of the City's email system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the City's email system may result in discipline, up to and including termination.

e. From time-to-time, the Association will certify to the City's HR Manager or designee and the Chief of Police or designee an up-to-date list of Association Officers.

## ARTICLE 6 - HOURS OF WORK

6.1 The workweek shall consist of seven (7) days with four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. Solely at the discretion of the Chief or his designee, a schedule consisting of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off may be established. Shift rotations shall be implemented within two consecutive work weeks, during which time an employee shall work no more than 80 hours and five (5) consecutive days or four (4) consecutive days, depending on schedule without one (1) day off.

6.2 The regular hours of each workday shall be consecutive with interruptions for rest periods and lunch periods. The workday shall commence at the start of the employee's scheduled shift and continue for twenty-four (24) hours. Employees shall be scheduled a minimum of ten (10) hours off between regularly scheduled shifts.

6.3 Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.

6.4 Work schedules showing employee's work day and hours shall be posted on the Department bulletin board. Schedule changes that are not requested by an employee shall be made only after other options are evaluated. Except for emergency situations and for the duration of the emergency, any changes in work schedules shall be posted a minimum of ten (10) days prior to the effective date of the change. An "emergency" is an unexpected event demanding immediate action, which must be declared by management. Work schedule changes, resulting from employee attendance in training courses, shall require 24-hour notification to the affected employees. Schedule changes for the convenience of the employee, by mutual agreement or after other options are evaluated, shall not be subject to the notification requirements set forth above.

Employees who are undergoing FTEP are exempt from the scheduling notification requirements herein and may be reassigned by the City with a minimum of three (3) calendar days notice in order to accommodate the efficient and effective completion of their training. Individual employees may voluntarily waive the three (3) calendar days notice requirement at the City's request.

6.5 Rest periods of fifteen (15) minutes shall be provided when practicable for all employees during each half shift which shall be scheduled by the City in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

6.6 All employees shall be granted a thirty (30) minute meal period during each work shift to the extent consistent with operating requirements of the Department. Each meal period shall be scheduled in the middle of the work shift or as near thereto as possible when practical.

6.7 Travel to and from work, whether in a personal or City vehicle, shall not constitute hours worked unless the employee is otherwise on duty.

6.8 Employees in the same classification may trade shifts subject to the advance written approval of the affected shift supervisors(s). Prior to requesting approval for a shift trade, probationary employees must have completed all DPSST mandated training, including FTEP. Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade. The City shall not record hours worked on a trade; both employees records of hours of work shall be maintained as if each employee worked the regular

hours assigned, and shall be paid accordingly.

6.9 Community Service Officers shall not be subject to the scheduling restrictions provided for in this Article. The parties agree to continue their current practice of flexible scheduling of this position.

6.10 Safety Release. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour work day and who is scheduled to work a shift in the next twenty-four (24) hour work day shall be guaranteed at least nine (9) hours off before being required to return to active duty status. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

## ARTICLE 7 – OVERTIME

7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Police Department. Employees required to work beyond forty (40) hours per work week, or eight (8) hours on any work day for employees on a 5 day/8 hour schedule, or ten (10) hours on any work day for employees on a 4 day/10 hour schedule, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay in either cash or compensatory time. Under no condition shall such compensation be received twice for the same hours. Management will notify the Association of overtime needs of the department and the Association will be responsible for filling the overtime needs of the department.

When an employee's attendance is required or mandated for a work related event or assignment that occurs during their regular scheduled work hours (regular scheduled work hours is defined as the employee's work days and work hours derived from the most recent shift bidding process) and the employee has requested time off; the following procedure will be followed:

- Notice of required or mandated attendance prior to time off request:

Time off request may be denied.

- Notice of required or mandated attendance after time off request is approved:

If the start time for the required or mandated event occurs during the employee's regularly scheduled work hours and the employee has scheduled and approved time off, the employee time off account will be credited for the hours worked and will be compensated at a rate of time and one half (1 ½ ) in accordance with the call back requirements set forth in section 7.4.

7.2 Employees shall be allowed to accrue compensatory time to a maximum of forty (40) hours and such accrual may continue as long as the employees' accrual is below the maximum. Compensatory time-off must be scheduled with the approval of the supervisor. Overtime in excess of forty (40) hours shall be paid on the next regularly scheduled paycheck.

7.3 Overtime shall be computed to the nearest one-quarter (1/4) hour. For purposes of compensating authorized off-duty communications to an employee, cumulative work performed in excess of 7.5 minutes within an eight (8) hour period will be rounded up in 15 minute increments at the employee's overtime rate of pay except for telephone calls relating to the employee's schedule and remedial calls shall not be compensated.

7.4 Employees called back to work shall be compensated at a rate of time and one-half (1½) for a minimum of four (4) hours. This section only applies when call back results in hours worked which do not fall within two (2) hours before or after the beginning or end of the workday which shall be treated as a shift extension and not as a call back. More than one (1) court appearance scheduled within the applicable minimum shall be considered a single call back under this section. Any work performed beyond the minimum shall be applied as added time. If a subsequent call back is scheduled with more than the applicable call back interval, it shall be applied as a separate call back.

7.5 When an employee is authorized to attend school or training course not required by the City on the employee's regularly scheduled day(s) off such attendance will be considered hours worked and will be compensated if attendance was required by the City. If the employee volunteers to attend and so

requests in writing, and the City and the employee mutually agree to arrangements related to representation, expense reimbursement, accounting for the time involved, and shift coverage, the employee will be paid wages and/or reimbursed as agreed by the City and the employee. The employee will be compensated at the appropriate regular or overtime rate of pay for training activities, including travel time, as required by the FLSA. Any overtime remedial work shall be exempt from the minimum callback provision in Article 7.4.

7.6 Requests for overtime compensation shall be submitted to the employee's supervisor within seventy-two (72) hours of the overtime being worked.

## ARTICLE 8 - SICK LEAVE

8.1 Employees shall accumulate eight (8) hours of sick leave per month, beginning with the date of employment and prorated for partial months worked. Accrued sick leave shall not exceed fourteen hundred (1400) hours.

8.2 Employees may utilize their accrued sick leave when unable to perform work duties by reason of illness, injury, disability or necessity for medical or dental care. Employees may utilize their accrued sick leave by reason of illness or injury in the employee's immediate family when the employee's attendance is required. The definition of "immediate family" for this article includes spouse, same-sex domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, and parent of same-sex domestic partner or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of an employee or the child of an employee's same-sex domestic partner, grandchild, or grandparent of the employee.

8.3 Sick leave shall not be used for absence due to illness or injury which is the result of outside employment.

8.4 An employee unable to report for work due to illness or injury, shall notify the on-duty supervisor of the absence at least two (2) hours prior to his reporting time. When an employee cannot be reasonably expected to know the illness or injury exists two (2) hours prior to the scheduled reporting time, the on-duty supervisor must be notified as soon as practicable.

8.5 Employees may be required after three (3) consecutive days of sick leave usage to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of the illness or injury. If the employee's sick leave usage warrants possible discipline or corrective action or the employee has been disciplined, a supervisor may require a doctor's certificate for less than three (3) days' absence. The City will reimburse the employee co-payments, co-insurance, deductions or other payment to the health care provider or other expenses incurred as a direct result of the application of this provision which will result in no cost to the employee.

8.6 Proven abuse of sick leave shall be grounds for disciplinary action.

8.7 The City will comply with federal and Oregon family leave laws. Paid leaves of absence permitted under this Agreement shall run concurrently with statutorily protected family leaves, which are defined by federal and Oregon law, and explained fully in City personnel policy. For parental leave the employee may designate the order in which the leave banks are used.

8.8 Unused sick leave is applied as a credit as part of the City retirement plan. Refer to Article 13 relating to Retirement.

8.9 On June 30 of each year during the term of this Agreement, a review of sick leave use by members covered by Agreement will be made. Eight (8) hours of leave will be converted from sick leave to vacation leave for those employees not having used more than eight (8) hours of sick leave for any purposes other than qualifying FMLA/OFLA leave for the immediate twelve (12) month period preceding June 30. Employees must have completed 12 months of employment by June 30 to be eligible for sick leave incentive.

8.10 Donated Leave: Employees who are members of the Association may request donated leave to cover absences from work that meet the criteria outlined in this Article.

1. Employee must be a member of the FGPA to request, receive, or donate leave under this article.
2. In order to request donated leave the employee must not be eligible for the City's donated leave program outlined in the Sick Leave section, currently Section 9.2, of the City of Forest Grove's Employee Handbook.
3. The reason for the request for donated leave must meet the requirement of a "serious medical condition" that is certified in writing by a physician. "Serious medical condition" for the purposes of this article shall be defined as the employee being unable to perform the duties of his/her job, or that a member of the employee's immediate family requires the employee's attendance and care due to a serious medical condition. The attending physician must also estimate the time the employee will be away from work.
4. "Immediate family" will be defined as outlined in the current Collective Bargaining Agreement, Article 8.2.
5. Employee may apply for donated leave if he/she has less than 100 hours of total paid leave accrued; but must exhaust all of his/her own paid leave prior to receiving any donated leave.
6. Only accrued vacation leave, holiday leave and/or compensatory time may be donated to another employee.
7. All donations of leave must be voluntary.
8. All other provisions will be the same as outlined in the Donated Leave Policy in Section 9.2, Sick Leave, of the current City of Forest Grove Employee Handbook.

## ARTICLE 9 - ON-THE-JOB INJURY

9.1 Employees who are injured while in the performance of duty shall report such injury to the on-duty supervisor as soon as practicable, but normally no later than the end of the employee's work shift.

9.2 Employees who sustain an injury or illness compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury or accident will be compensated by the City's insurance carrier for the period of time loss. The City will pay the difference between the employee's regular salary net after taxes and the compensation benefits for lost time for a period of 90 days following the injury or illness.

9.3 If an employee is off work beyond 90 days as a result of a work injury, accrued days of sick leave may be used on a pro rata basis to supplement the employee's insured disability income until such leave is exhausted. Such supplement shall not exceed the amount of an employee's net base pay while in active status. An employee may request in writing at the time of notifying the department that he is taking leave and that he does not want the leave charged against his accrued sick leave. In this event, the leave shall not be paid by the City.

9.4 The employee may use his accrued compensatory time, holiday credits and vacation credits after the use of any accumulated sick leave. Medical progress reports may be required prior to approval of such payments.

9.5 It is in the mutual interest of the parties to return an injured employee to work as soon as practicable. The City may provide limited duty assignments for injured employees, to the extent consistent with the operating requirements of the City. With the concurrence of the attending physician, when a limited duty assignment is made available to an employee, the employee shall return to work in the limited duty assignment until such time as he is released for normal duties. In no instance will a limited duty assignment extend beyond sixty (60) days without the express approval of the Chief or designee.

## ARTICLE 10 - LEAVE OF ABSENCE

10.1 In the event of the death of a member of an employee's immediate family (spouse, same sex domestic partner, parent, child) or household, including grandchildren, grandparents, brothers, sisters, and parent in-laws, the Police Chief may grant leave with pay, not to exceed one (1) work week, to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.

10.2 Oregon Family Leave Act (OFLA) BEREAVEMENT LEAVE (unpaid). Employees may request additional time off (up to 2 weeks in total) as allowed by the state OFLA provisions effective January 1, 2014. Bereavement Leave taken under the provisions of Section 10.1 and this Section, 10.2, will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA. All of the rules for requesting, accounting for and accruing OFLA leave as incorporated into the City of Forest Grove Employee Handbook will apply.

10.3 When an employee is called for jury duty or is subpoenaed as a witness as a result of his employment with the City, he shall not suffer any loss in regular pay from such absence. However, he shall remit to the City any compensation or fees received for such duties. Upon being excused from jury duty for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular workday. If the employee is assigned to swing shift or mid shift and the employee is called for jury duty immediately before or after a regularly scheduled work day, then the time spent serving as a juror will be viewed as hours credited towards time for the Safety Release.

10. 4 Military leave shall be granted in accordance with state and federal law. An employee taking military leave for training shall be entitled to reimbursement of an amount equal to the difference between the daily military salary and regular rate of pay in accordance with state and federal law.

10.5 Upon written application by the employee, parental leaves without pay may be granted in instances of a birth or adoption of a child within the immediate family. Such leave request shall not exceed 180 calendar days. The approval of such leave shall be at the sole discretion of the City Manager or a designee and shall be in accordance with any pertinent statutory provisions.

10.6 The City shall consider a written application for leave of absence without pay not to exceed 180 calendar days if the City finds there is reasonable justification to grant such a leave and that the work of the department will not be seriously jeopardized by the temporary absence of the employee. Such leaves shall not be approved for the purpose of accepting employment outside the service of the City. The City may also deem a resignation in the event that the employee has accepted employment outside the service of the City, entered into a full-time business or occupation, or has not complied with the terms of his application for such leave.

10.7 Employees granted a leave without pay may maintain their medical insurance coverage through the City by remitting premium payments to the City on a schedule provided by the City.

## ARTICLE 11 - OUTSIDE EMPLOYMENT

11.1 Employees shall receive approval from the Police Chief based on Article 11.2 prior to engaging in outside employment. Such request and approval shall be made in writing and may be rescinded in writing by the Police Chief.

11.2 In order to be approved, outside employment shall:

1. Be compatible with the employee's adherence to the Police Officer's Code of Ethics;
2. In no way detract from the efficiency of the employee in City duties;
3. Not take preference over extra duty required by City employment;
4. Not present a legal or ethical conflict of interest with the police profession.

## ARTICLE 12 – HEALTH & WELFARE

12.1 The City shall provide health insurance benefits to the employee and their dependents comparable to Blue Cross Copay Plan B-PPP, including Well-Baby care and Physical Examination riders, Plan II dental insurance, and the VSP Vision insurance through the EBS Trust. The City shall also offer Kaiser medical, prescription, dental, vision and alternate care insurance as an alternative to Blue Cross.

The City's premium for full-time employees shall be set at the following rates:

A. Effective 1/01/16:

Medical: The City's premium for full-time employees shall be set at ninety five percent (95%) of either the full Blue Cross medical plan premium cost or the full Kaiser medical plan premium cost as elected by the employee during benefits enrollment.

Dental: The City's premium for full-time employees shall be set at ninety five percent (95%) of the full Dental II plan premium cost.

B. Effective 1/01/17:

Medical: The City's premium for full-time employees shall be set at ninety-five percent (95%) of the full Blue Cross medical plan premium cost or ninety-three percent (93%) of the full Kaiser medical plan premium cost as elected by the employee during benefits enrollment.

The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.

**Cadillac Tax Review**: The City will evaluate medical premiums and contributions in May 2017. In the event the aggregate medical contributions provided by the City for either plan offered, including payments for VEBA and FSA or similar, and including employee cost share contributions for premiums, exceed thresholds for the 2018 Cadillac Tax, as provided under the Affordable Care Act, the City will provide notice to the Union to reopen Article 12. If agreement is not reached by September 30, 2017, the parties agree to initiate mediation to resolve the issue.

If no agreement is reached by December 1, 2017, beginning January 1, 2018 and thereafter, if any excise tax under the Affordable Care Act is imposed with reference to the "Cadillac Plan Tax", the individual employee and the City will split the equivalent of the taxable amount imposed equally through payroll deductions.

12.2 The City agrees to offer a Section 125 plan.

12.3 Upon retirement from City service, employees may elect to continue their group medical insurance coverage at their own expense as provided by COBRA and the CCIS or City insurer's retiree program in effect at the employee's date of retirement.

12.4 The City shall provide the following insurance benefits and shall pay all premium costs for the duration of this Agreement:

1. Life and accidental death in an amount equal to the employee's annual salary rounded to the nearest $1,000.
2. Worker's compensation.
3. Long-term disability after a 90-day waiting period, with a maximum of sixty-six and two-thirds percent (66&2/3rds) of the first $7,500 of monthly salary up to a maximum of $5,000 per month up to age 65 or until the employee is able to return to work.

Part-time employees shall not receive life insurance, long term disability insurance or retirement benefits.

12.5 The City shall provide self-insurance or liability insurance coverage and defense of claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment, in accordance with the Oregon Tort Claims Act, excluding acts constituting malfeasance in office or willful or wanton neglect of duty.

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

A. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Forest Grove Police Officers' Association and the City. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of choice, however, the City's obligation to reimburse will arise only if the City receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.

B. Following the initial meeting between the Association member and the attorney, the Association shall arrange for an attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.

C. Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed $160.00 per hour. If the City, in its

discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.

D. Reimbursement will not be made in those instances where:

1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;

2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is wholly set aside on grievance appeal;

3. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

4. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; and

5. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim, except in accordance with the indemnity requirements of the Oregon Tort Claims Act.

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

A. Legal fees relating to a grand jury investigation and/or appearance: $5,000.

B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional $5,000.

12.7 Voluntary Employees' Beneficiary Association (VEBA)

A. Effective July 1, 2005, the City will established a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance

Plans as described in Article 12. The City shall make monthly contributions equal to one percent (1%)-of the employee's base salary to said account.

B. Effective July 1, 2005, once an employee's sick leave accruals reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month. The remainder of the monthly accrual of sick leave will continue to accrue up to the maximum established in Article 8, Section 1.

C. Effective July 1, 2005, when an employee's holiday accruals reach forty eight (48) hours, the City shall contribute the cash equivalent of all additional holiday hours accrued in excess of forty eight (48) hours into the employee's VEBA account. If an employee's holiday accruals fall below forty eight (48) hours, the VEBA contributions will cease until the employee has the minimum of forty eight (48) hours accrued.

12.8 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, 2008.

Effective upon adoption of the contract the City will pay up to $20.00 (twenty dollars) per month toward membership at a fitness facility of the City's choice for all Association members who elect to participate. Joining the fitness facility will be optional. If the facility the City chooses goes out of business or is no longer available, the Police Chief, or his/her designee, will call a meeting with the Association's Executive Board to discuss alternatives. The parties agree to open this Article of the contract if any revisions are required.

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 deductions.

Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline, will not be denied promotions or special assignments, or be negatively treated by the City of Forest Grove, or its supervisors, for this choice.

## ARTICLE 13 – RETIREMENT

13.1 The City will afford members participation in one of the following retirement programs based on eligibility as outlined below:

A. the City of Forest Grove Retirement Plan for regular full-time employees who are:

1) DPSST certified peace officers hired as police officers on or before June 30, 2015 and are already members of the City of Forest Grove Retirement Plan:

or,

2) regular full-time employees hired on or before June 30, 2012 and are already members of the City of Forest Grove Retirement Plan.

For police officers covered by the City of Forest Grove Retirement Plan, the retirement benefit for police officer shall be equal to or better than that provided by the Public Employees Retirement System (PERS) as determined in accordance with Oregon law. ~~13.3~~The City shall pay the employee's contribution to the City of Forest Grove Retirement Plan.~~13.4~~ Sick leave at retirement will be administered consistent with the terms of the City of Forest Grove Retirement Plan. ~~13.5~~The City will not amend or reduce the sick leave conversion at retirement aspects of the City of Forest Grove Retirement Plan without notice to the bargaining unit and bargaining.

B. All other regular full-time employees hired as full-time employees on or after July 1, 2012, shall be enrolled into the City of Forest Grove Defined Contribution Plan. The employer shall contribute an amount equal to ten percent (10%) of base wages to the employee's account in the City of Forest Grove Defined Contribution Plan. Additionally, the City will match dollar for dollar any additional contribution the employee makes into the employee's deferred compensation account, up to a maximum of 2% of base wages. The City's match payment will be paid into the Defined Contribution Plan. Eligibility for retirement benefits and waiting period requirements continues under the existing criteria for regular (full-time 40 hour/week) employees only and a six month waiting period. There is no sick leave conversion in the City of Forest Grove Defined Contribution Plan.

C. All DPSST certified peace officers hired as police officers on or after the effective date of the Oregon PERS coverage agreement shall be enrolled in the Public Employee's Retirement System (PERS). The City shall pay the employee's 6% contribution to that plan. Retirement benefits will be determined by PERS.

13.2 The retirement benefit for police officer shall be equal to or better than that provided by the Public Employees Retirement System (PERS) as determined in accordance with Oregon law.

13.3 The City shall pay the employee's contribution to the City of Forest Grove Retirement Plan.

13.4 Sick leave at retirement will be administered consistent with the terms of the City of Forest Grove Retirement Plan.

13.5 The City will not amend or reduce the sick leave conversion at retirement aspects of the City of Forest Grove Retirement Plan without notice to the bargaining unit and bargaining.

13.6 All other regular full-time employees hired as full-time employees on or after July 1, 2012, shall be enrolled into the City of Forest Grove Defined Contribution Plan. Effective January 1, 2016 eligibility for retirement benefits under the City of Forest Grove Defined Contribution Plan will include all regular employees regularly scheduled to work twenty (20) or more hours per week. The employer shall contribute an amount equal to ten percent (10%) of base wages to the employee's account in the City of Forest Grove Defined Contribution Plan. Additionally, the City will match dollar for dollar any additional contribution the employee makes into the employee's deferred compensation account, up to a maximum of 2% of base wages. The City's match payment will be paid into the Defined Contribution Plan. Eligibility for retirement benefits and waiting period requirements continues under the existing criteria for regular (full-time 40 hour/week) employees only and a six month waiting period. There is no sick leave conversion in the City of Forest Grove Defined Contribution Plan.

## ARTICLE 14 - VACATION

14.1 Vacation shall be credited at the following rates:

| Length of Continuous Service | Vacation Hours Earned p/Month | Vacation Days p/Year |
|---|---|---|
| 1 - 24 Months/ 1+ - 2 Years | 6.67 | 10 |
| 24+ - 60 Months/ 2+ - 5 Years | 8.00 | 12 |
| 60+ - 120 Months/ 5+ - 10 Years | 10.00 | 15 |
| 120+ - 180 Months/ 10+ - 15 Years | 13.34 | 20 |
| 180+ Months/ 15+ Years | 16.67 | 25 |

14.2 "Continuous Service" is defined as that service which is unbroken by separation from City service other than by the Military, Peace Corps, or any other paid leave allowed under this Agreement. Time spent on other types of authorized leave will not count as time of continuous service; except that employees returning from such leave or employees who are laid off, shall be entitled to credit for service prior to the leave or layoff.

14.3 Employees are eligible to take vacation time after the completion of the Field Training Evaluation Program; exceptions may be made by the Chief of Police for emergency situations. Employees shall be responsible for planning, initiating requests for, and using vacation credit. Accrued vacation may be utilized in one (1) hour increments. In case of conflicts between employees concerning the scheduling of vacations, refer to Article 19.

14.4 Employees may not accrue over three hundred sixty (360) hours of vacation time without the approval of the City Manager.

14.5 Upon termination of employment for any reason, or in the event of an employee death, the beneficiary shall be paid a lump sum of all earned but unused vacation hours.

## ARTICLE 15 - HOLIDAYS

15.1 All sworn employees shall accrue holiday time at the rate of eight (8) hours per month. An employee may elect to take off the accrued holiday hours at a time mutually agreeable to the employee and the supervisor, or to receive pay in lieu of time off during the pay period in which the holiday time is earned.

15.1.1 Sworn employees may accrue up to forty eight (48) hours of holiday time. See Article 12, Section 7 for additional VEBA information.

15.3 Upon termination of a sworn employee for any reason, or in the event of death, the employee or the employee's beneficiary shall be paid a lump sum for all earned but unused holiday hours.

15.4 Non-sworn employees shall observe designated holidays listed below:

| | |
|---|---|
| New Year's Day | Veteran's Day |
| Martin Luther King Jr.'s Birthday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

15.5 For non-sworn employees, when a holiday falls on a Sunday, it will be observed on the following Monday. A holiday that falls on a Saturday will be observed the Friday preceding the holiday.

15.5.1 In the event an employee is required to work on a holiday, all hours worked will be paid at one and one-half times (1½ x) the base rate of pay and the employee will receive another day off.

15.5.2 Employees assigned to work a 4/10 schedule whose normal day off falls on the holiday shall schedule another day off during the same pay period of the holiday. The day taken off shall be agreed upon and scheduled in advance.

## ARTICLE 16 - PERSONNEL FILE

16.1 Each employee shall have the right upon request to review and obtain at his own expense copies of the contents of his personnel file exclusive of materials received prior to the date of his employment by the City. The official personnel file shall be maintained by the personnel director.

16.2 Following the date of employment, no material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in his personnel file and said response shall become part of his personnel file.

16.3 Upon request of the employee, all documentation up to and including letters of reprimand shall be removed after twelve (12) months, or earlier by approval of the Police Chief, provided there is no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

## ARTICLE 17 - PROBATIONARY EMPLOYEES

17.1 The probationary period for non-sworn represented employees shall be twelve (12) consecutive months of employment within the classification. The probationary period for police officers shall be eighteen (18) consecutive months of employment within the classification. The probationary period may be extended for no more than three (3) months in individual cases by mutual agreement between the City and the Association.

17.2 During the probationary period, an employee may be disciplined or discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. Any employee who is returned to his former classification shall not be discharged without just cause.

## ARTICLE 18 – SENIORITY

18.1 Bargaining Unit seniority shall mean the length of an employee's service within a bargaining unit in the police department. Classification seniority shall mean the length of an employee's service within the classification in the police department. Department seniority shall mean length of service in the police department. An employee shall attain seniority after completing the probationary period, at which time the employee shall be credited with the seniority accrued during the probationary period. For purposes of this article, seniority shall be defined as continuous time within a classification. For the purpose of establishing seniority for Association members hired on the same date and job classification, seniority shall be based on candidate overall ranking as established by Human Resources prior to the Chief's interview. The candidate ranking shall be kept on file and copies shall be made available to employees.

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City will return with the seniority they had accrued at the time of their promotion. The time an employee spends in such a position will not however, be applied toward his/her seniority. Instead, the employee's seniority date will be adjusted by an amount equal to the time he/she served in the non-bargaining unit position.

18.2 The City shall provide the Association with an updated seniority list of members annually and upon request of the Association.

18.3 A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of termination may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the vacation and sick leave accrual rates which applied at the date of termination. This section shall not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this Article 18.3 more than once.

18.4 In the event of a staff reduction, the City will lay-off in inverse order of bargaining unit seniority by job classification. Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority. An employee promoted outside the bargaining unit may use department seniority to displace the junior employee in the bargaining unit.

18.5 An employee who is laid off due to reduction of staff shall have preference for recall based upon seniority. Employees laid off shall retain such right of recall for eighteen (18) months. Employees so recalled by the City shall be reinstated with seniority rights accumulated as to the date of their lay off. Any laid off employee who is recalled by the City shall have ten (10) days from mailing of notice by Certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere unless otherwise mutually agreed. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment. A laid off employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this article and Agreement.

18.6 Classification seniority shall be used for shift and days off.

## ARTICLE 19 - VACATION SCHEDULING

Priority vacation scheduling shall be by department seniority for requests which are submitted between December 1st and December 31st for the upcoming year. Such exercise of seniority shall be limited to one (1) selection for each calendar year. Priority requests submitted by December 31st shall be approved or denied as soon as practical. Subsequent requests will be approved or denied on a first come, first served basis within twenty-one (21) calendar days. Seniority time off requests, which can only be made for the following twelve month period, will be approved by the shift supervisor of the shift that will be affected at the time the leave is to be taken.

## ARTICLE 20 - DISCIPLINARY ACTION

20.1 Disciplinary Measures. Disciplinary action shall be for just cause. Discipline shall include the following actions as well as additional actions as are appropriate to the circumstances of the violation. These include: verbal reprimand (which may be documented in writing), written reprimand, reduction in pay, suspension without pay, demotion and dismissal, as warranted by circumstances and the nature of the offense. The City shall not impose a reduction in pay, suspension without pay, demotion or dismissal of a non-probationary employee without due process. Counseling and coaching are not considered disciplinary action.

Verbal reprimands over one (1) year old shall not be the sole basis for progressive disciplinary actions. Verbal and written reprimands are not subject to the grievance procedure beyond Step 2. The employee or the Association may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand.

20.2 Due Process. Pre-disciplinary "due process" means written notice of the charges, and the facts which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee.

20.3 Avoidance of Embarrassment. If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

20.4 Association Representation in Interview and Disciplinary Process. The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee which could lead to discipline greater than a verbal reprimand.

20.5 Use of Deadly Force Situations. Employees directly involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or attorney shall not delay the giving of the statement more than twenty-four (24) hours.

20.6 Police Officer's Bill of Rights. Internal investigations shall be conducted within the law as expressed by statute and case decisions. The rights of the individual shall be protected, and shall include the following:

A. The officer under investigation shall be informed in writing of the nature of the investigation prior to any interview.

B. Interviews shall be conducted at a reasonable hour, preferably at a time when the officer is on-duty, or during the normal waking hours of the officer, unless the seriousness of the investigation requires otherwise.

C. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The person under interview shall be allowed to attend to his own personal physical necessities.

D. If prior to or during the interview it is deemed that the officer may be charged with a criminal offense, the individual shall be immediately informed of constitutional rights.

## ARTICLE 21 - SUBSTANCE ABUSE POLICY

21.1 The City and the Association agree that the City may engage in reasonable suspicion drug and alcohol testing in accordance with the provisions of the City Drug Free Workplace Policy as revised periodically. Many elements of this policy are mandatory subjects of bargaining and changes that relate to a mandatory subject may be bargained if the Association so requests.

## ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 It is the intention of the parties to this Agreement that all disputes between said parties regarding the application, meaning, or interpretation of this contract be settled by their submission to the established grievance procedure as herein provided.

Step I. After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association may claim a breach of this Agreement in writing to the employee's immediate supervisor within fifteen (15) days from the occurrence thereof or the employee's knowledge thereof. The notice shall include: (1) a statement of the grievance and relevant facts; (2) provisions of the Agreement violated; and (3) remedies sought. The supervisor shall respond to the grievance in writing within ten (10) days with a copy to the Association.

Step II. If, after ten (10) days from the date of submission of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within five (5) days to the Police Chief. The Police Chief may meet with the aggrieved party, who may request Association representation at the hearing. The Police Chief shall respond to the grievance within ten (10) days with a copy to the Association.

Step III. If, the grievance remains unadjusted after the Police Chief's response at Step II, the grievance may be submitted within ten (10) days of the Chief's response to the City Manager or designee. The City Manager shall meet with the aggrieved party, the Police Chief, and an Association representative at a mutually agreeable time and shall respond to the grievance in writing within twenty (20) days following the meeting.

Step IV. If the grievance is not resolved after the City Manager's response at Step III, the Association may submit it to arbitration within ten (10) days of the City Manager's response. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within ten (10) days, he shall be chosen in the following manner:

A. A list of thirteen (13) Oregon or Washington arbitrators from the State Employee Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) name is left. A coin toss shall occur to determine who will strike first. The parties shall strike names, and the one remaining shall be the arbitrator.

B. The arbitrator shall render a decision within a reasonable time. The decision of the arbitrator shall be binding on both parties.

C. The cost of the arbitrator shall be borne equally by both parties, as designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration.

D. The arbitrator shall be limited to the interpretation and application of the specific provisions of this agreement and shall have no authority or jurisdiction to add or revise the agreement of the parties.

The appeal of a discharge may be taken up at Step III of the Grievance Procedure contained in this Article. All other disciplinary actions may be appealed beginning at Step II of the Grievance Procedure. The information required in Step I must be included in the grievance regardless of the Step at which the grievance process is entered.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived. If the party being grieved against fails to respond in a timely fashion, the grievance shall advance to the next step. A grievance may be withdrawn at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

For purposes of this Article, "day" shall mean "business day", and shall not include Saturdays, Sundays or legal holidays on which the City's administrative offices are closed.

22.2 If a grievance arbitration hearing is postponed or canceled by mutual agreement, any fee charged by the arbitrator shall be split equally between the parties. If the postponement or cancellation is not by mutual agreement and a fee is incurred, then the party taking the action shall be responsible for payment of such fee.

## ARTICLE 23 - ASSOCIATION BUSINESS

23.1 An Association attorney and an Executive Board member shall be allowed to attend grievance meetings and *Weingarten* interviews without loss of pay. Association representatives shall be allowed to attend labor management meetings without loss of pay. Association representatives shall be permitted access to the Forest Grove Police Department for purposes of representation activity which is conducted off duty or with the prior authorization of a supervisor.

23.2 Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the City.

## ARTICLE 24 - CONTRACT RENEWAL SESSIONS

24.1 The City and the Association shall make reasonable efforts to schedule negotiating sessions at a time that does not interfere with the operation of the Police Department. Two (2) on-duty employees shall be permitted to attend negotiating sessions. The dates, times, and places of these negotiating sessions shall be established by mutual agreement between the parties.

## ARTICLE 25 - WAGES AND SALARIES

25.1 Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A attached and incorporated in this Agreement. Each employee shall be paid at one of the steps in the range prescribed for the job classification.

25.2 Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance as documented in the annual performance appraisal. (Performance appraisal shall not be subject to the grievance procedure.) A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.

25.3 Employees assigned the duties and responsibilities of a higher classification for one (1) hour or more shall be paid five percent (5%) premium on their base salary for the total time of such assignment. Employees assigned as "Senior" officer or OIC (Officer In Charge) shall have four (4) years of law enforcement experience and two years of service with the City and shall receive a five percent (5%) premium on their base salary for all hours worked as "Senior" officer or "OIC".

Effective July 1, 2015, the base salary rates in effect on June 30, 2015 for Property and Evidence Specialist shall be increased by 0.50% and Police Records Specialist shall be increased by a 1.00% market adjustment.

Effective July 1, 2015, wage rates for all classifications covered by this Agreement shall be increased by 3.00%.

Effective July 1, 2016, the base salary rates in effect on June 30, 2016 for Property and Evidence Specialist shall be increased by 0.50% and Police Records Specialist shall be increased by a 1.00% market adjustment.

Effective July 1, 2016, wage rates for all classifications covered by this Agreement shall be increased by 2.70%.

Effective July 1, 2017, wage rates for all classifications covered by this Agreement shall be increased by 2.30%.

## ARTICLE 26 – INCENTIVE AND PREMIUM PROGRAM

26.1 Incentive Qualification. The City agrees to pay incentives set forth below to those employees who qualify under the following terms:

1. Have completed the probationary period.
2. Received an "Acceptable" or better rating on their last performance review.

Eligible employees shall be paid three percent (3.0%) of base salary for Oregon DPSST Intermediate Certificate or six percent (6.0%) of base salary for Oregon DPSST Advanced Certificate. Employees who earned a college degree and submitted proof of certification of degree from an accredited educational institution to the Human Resources Office and who have obtained DPSST certification of Intermediate level or above will be eligible for incentive pay as outlined in the chart below. Under Article 26 the total amount of incentive and premium pay an employee may receive is capped at 14%.

| INCENTIVE | DPSST CERTIFICATION | EDUCATIONAL ACHIEVEMENT |
|---|---|---|
| 3% | Intermediate | |
| 4% | Intermediate | AA/AS |
| 5% | Intermediate | BA/BS |
| 6% | Advanced | |
| 7% | Advanced | AA/AS |
| 8% | Advanced | BA/BS |

26.2 Incentive Application. The employee must make application upon receipt of DPSST certification, or education achievement to receive incentive pay and there shall be no retroactivity. An application shall be approved or denied within seven (7) working days. Incentive awards shall commence the first of the month following approval by the Police Chief.

26.3 Bi-Lingual Pay Premium. An employee that demonstrates proficiency in speaking and understanding a second language shall be eligible to receive a premium of two and one-half percent (2.5%) of the employee's base salary if the employee provides the Department with proof on a bi-annual basis of proficiency. An employee that demonstrates fluency in speaking and understanding a second language shall be eligible to receive a premium of five percent (5.0%) of the employee's base salary if the employee provides the Department with proof on a bi-annual basis of fluency. The Chief of Police will designate which languages are eligible for the Bi-lingual premium, based on operational needs of the Department.

26.4 Other Premiums. The City shall pay premiums based on the employee's regular rate of pay (base salary) for the following assignments except for sergeants:

| | |
|---|---|
| Investigations | 5.0% |
| FTO | 5.0% for time spent working with a recruit |
| Bike Officer | 2.5% for time spent on bike patrol |
| Motorcycles | 5.0% |
| School Resource Officer | 5.0% |
| Detective Sergeant | 5.0% when assigned by Police Chief or designee |

In no event will an employee be entitled to pay under Article 26 for incentive and/or premium pay in excess of 14%. Each premium shall be paid during each month an employee serves in an assignment as determined by the City.

Premiums shall be computed based upon the employee's base salary. All work performed for the assignment beyond the regular shift must be approved by the Chief or a designee and properly recorded by the officer performing the assignment. The Chief makes assignments and may reassign officers from such assignments.

26.5 Educational Reimbursement. Those employees in the bargaining unit who during the term of this Agreement satisfactorily complete (received a grade of C or higher or, if only offered a Pass/No Pass, a grade of Pass) pre-approved, job-related, college courses at an accredited four (4)-year college or university, or equivalent, and transferable two (2)-year college courses, and provide evidence to the City of such satisfactory completion, shall receive payment to defray tuition for up to eighteen (18) pre-approved credit hours per fiscal year in an amount not to exceed $100 per credit hour. The parties do not intend to require pre-approval of a particular number of credit hours, or to require the allocation of a particular level of funds. Pre-approval and payments under this Article are conditioned on the availability of funds in the police budget as determined by the Chief or his/her designee. At the discretion of the Chief of Police, payments under this article may be deferred to the next City of Forest Grove Budget year.

## ARTICLE 27 - DEFERRED COMPENSATION PLAN

27.1 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall be of no direct cost to the City and employee participation shall be voluntary. Employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City.

## ARTICLE 28 – UNIFORMS & EQUIPMENT

28.1 The City shall provide basic uniforms for new Police Officers hereinafter employed. Those presently employed shall be provided any replacements or additions to the present uniform which may be required by the City. After the initial fitting, employees are responsible for their own alterations.

28.2 The City shall provide a clothing allowance of two hundred ninety five dollars ($295.00) twice annually for plain-clothes officers assigned as investigators. The clothing allowance is subject to mandatory withholdings under State and Federal tax regulations.

28.3 If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, clothing, or protective device shall be furnished to the employee by the City. The cost of repairing the uniform or protective clothing shall be paid by the City (including initial tailoring and repair). If a uniform requires dry cleaning, the City shall provide cleaning for one (1) uniform per week and one (1) jacket per month, maximum. The City may contract with a cleaner for dry cleaning, and may require all articles of clothing to be cleaned at City expense be cleaned by the contract holder.

28.4 The City shall reimburse employees for prescription eye wear of up to $200 and wristwatches of up to $50, and for other personal property which the police chief has pre-authorized in writing for on duty use by the officer in question and which is damaged or destroyed in the performance of the employee's duties.

28.5 The City shall provide one hundred fifty dollars ($150.00) every other year for boots for sworn police officers and sergeants; community outreach coordinator, code enforcement officer and the property and evidence specialist to be used solely for City business. The style and other standards will be set by the Chief of Police. Proper maintenance of the appearance of the boot is the responsibility of the employee.

## ARTICLE 29 - SHIFT BIDDING

29.1 Sworn staff shall be allowed to bid for shifts by classification seniority by division (operations, investigations, and administration) based upon the following:

A. Shift Bidding Process. The bidding process for shifts will begin no later than November 1st of each year, at which time the list of available shifts and days off (shift slots) will be circulated. The shift/days off will be bid in order of seniority beginning with the most senior employee through the least senior until all shift slots are filled. The bidding process will be completed no later than November 30th of each year. The upcoming twelve (12) month schedule will be posted no later than December 15th of each year. The shift-days off selection process will be coordinated between representatives of the City and the bargaining unit each year.

B. During the shift bidding process employees serving in the job classification of Sergeant will bid each of the available shifts (for example: day, swing, graveyard) and days off so that a Sergeant is scheduled to be on-duty during every 24 hour period beginning at 12:00 a.m. each day.

C. Seniority Shift Re-Bids and/or Mid-Shift Replacements – An employee, who voluntarily leaves a specialty assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot by the Department based upon a good faith analysis of operational and/or personnel needs of the Department.

An employee who is removed from a specialty assignment or whose specialty assignment is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot that the employee would have been able to bid into during the Annual Shift Bid. The Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

D. The Chief will provide the Association President or designee with work schedules, which includes the blocks of days off and recruit shift assignments. Staffing will be such that there will always be a senior officer working at all times. "Senior" officer is defined as an officer with four or more years law enforcement experience and two or more years of service with the City of Forest Grove. The Association President or designee will be responsible for scheduling that meets the requirements set forth by Article 29. If the requirements are not met, the Chief has the option to reassign as outlined below.

E. The decision to allow a new recruit to bid by seniority with less than two (2) years of service may be made at the Chief's discretion.

F. In the event a shift becomes understaffed, the Police Chief may make any

adjustments necessary to insure an adequate staffing level.

G. Sergeants shall rotate to another shift within a twenty four (24) month period for a three (3) month shift.

H. During any three-month shift, the Police Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, and due consideration of appropriate alternatives, reassign employees to a different shift. Except in emergencies, employees shall receive ten (10) days' notice of reassignment, which time may be waived by the employee on a non-precedent setting basis. Such good faith assignments shall not be grievable, but employees shall be afforded the opportunity to discuss the reassignment with the Police Chief upon request.

29.2 Members who serve in Special assignments (investigations, motorcycles, and full-time joint teams or task forces) shall accept shifts as assigned without regard to this shift bidding article. When multiple officers serve in the same special assignment, they shall exercise classification seniority to choose from shifts available to that assignment.

## ARTICLE 30 - TRAVEL PAY

30.1 An employee is expected to use a City vehicle when required to report to work at another location whenever possible. If a City vehicle is not available, the employee shall be paid for the use of his personal transportation at the current authorized City mileage rate. Whenever required to travel as part of regular work activity, the employee shall be paid for actual meals and transportation expenses. Employees whose travel takes them away overnight, shall be compensated for actual lodging and for other expenses at the City's established policy which includes a per diem rate.

## ARTICLE 31 - SAVINGS CLAUSE

31.1 Should any portion of this Agreement or amendment thereto be judged by a court of appropriate final jurisdiction to be in violation of any state or federal law, then that portion(s) shall become invalid and the remainder of the Agreement and amendments thereto shall remain in effect. The parties shall immediately enter negotiations for the purpose of replacing such invalid portion(s) of the Agreement.

## ARTICLE 32 - TERM OF AGREEMENT

32.1 This Agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2018; however, the parties agree to open Article 12 – Health and Welfare between May 1, 2017 and July 1, 2017 if necessary to negotiate the impact to health insurance due to mandates by Federal health care legislation during the life of this agreement in accordance with Article 12.1.

32.2 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other between January 1 and March 1 that they wish to modify this Agreement.

**FOREST GROVE POLICE ASSOCIATION**

**BY** _____ 11/4/15
**Michael Smith,** **Date**
**President**

**BY** _____ 11-04-15
**Troy Maslen,** **Date**
**Vice President**

**CITY OF FOREST GROVE**

**BY** _____ 11/3/15
**Jesse VanderZanden,** **Date**
**City Manager**

# Appendix A

## Wages

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| *Effective 7/1/2015* | | | | | | |
| Records Specialist | 3,404 | 3,540 | 3,683 | 3,829 | 3,982 | 4,142 |
| Community Outreach Coordinator | 3,753 | 3,903 | 4,060 | 4,222 | 4,391 | 4,566 |
| Code Enforcement Officer | 3,753 | 3,903 | 4,060 | 4,222 | 4,391 | 4,566 |
| Property and Evidence Specialist | 3,772 | 3,922 | 4,080 | 4,242 | 4,412 | 4,588 |
| Police Officer | 4,662 | 4,970 | 5,192 | 5,479 | 5,726 | 6,039 |
| Sergeant | 5,775 | 6,062 | 6,366 | 6,685 | 7,018 | 7,369 |

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| *Effective 7/1/2016* | | | | | | |
| Records Specialist | 3,530 | 3,671 | 3,819 | 3,971 | 4,129 | 4,296 |
| Community Outreach Coordinator | 3,854 | 4,008 | 4,170 | 4,336 | 4,510 | 4,689 |
| Code Enforcement Officer | 3,854 | 4,008 | 4,170 | 4,336 | 4,510 | 4,689 |
| Property and Evidence Specialist | 3,893 | 4,047 | 4,211 | 4,378 | 4,553 | 4,735 |
| Police Officer | 4,788 | 5,104 | 5,332 | 5,627 | 5,881 | 6,202 |
| Sergeant | 5,931 | 6,226 | 6,538 | 6,865 | 7,207 | 7,568 |

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| *Effective 7/1/2017* | | | | | | |
| Records Specialist | 3,611 | 3,755 | 3,907 | 4,062 | 4,224 | 4,395 |
| Community Outreach Coordinator | 3,943 | 4,101 | 4,266 | 4,436 | 4,613 | 4,797 |
| Code Enforcement Officer | 3,943 | 4,101 | 4,266 | 4,436 | 4,613 | 4,797 |
| Property and Evidence Specialist | 3,982 | 4,140 | 4,307 | 4,479 | 4,658 | 4,844 |
| Police Officer | 4,898 | 5,222 | 5,455 | 5,756 | 6,016 | 6,345 |
| Sergeant | 6,067 | 6,369 | 6,688 | 7,023 | 7,373 | 7,742 |