

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**CITY OF HILLSBORO**

**AND**

**HILLSBORO POLICE OFFICERS'  
ASSOCIATION**

**(2022-2025)**

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## **PREAMBLE**

This Collective Bargaining Agreement (Agreement) is entered into by the City of Hillsboro (City) and the Hillsboro Police Officers' Association (Association) for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete relationship between the parties on matters relating to employment relations.

## **ARTICLE 1 – RECOGNITION**

### **1.1 Recognition for Representation.**

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 who are members of the bargaining unit and all 1049 employees (1049) as set forth in Article 29. For the purpose of this Agreement, a regular employee shall be one who works a regularly scheduled week of twenty (20) hours or more or, if hired for a special project works more than 1040 hours in a single 12-month period. All reference to employees in this Agreement shall be construed to mean regular employees and not irregular, seasonal, or part-time (less than twenty (20) scheduled hours per work-week period) employees. Notwithstanding the foregoing, and notwithstanding any other section of this Agreement, employees who are regularly scheduled to work twenty (20) or more hours per work-week shall receive benefits per the City's Part-Time Employees Benefits Guide as in effect on July 1, 2019. Employees regularly scheduled to work thirty-two (32) or more hours per workweek shall receive full-time benefits.

### **1.2 Bargaining Unit Positions.**

The bargaining unit shall consist of the following classifications:

- A. Corporal
- B. Police Officer
- C. Police Records Specialist
- D. Police Lead Records Specialist
- E. Parking Enforcement Agent
- F. Police Evidence Technician
- G. Police Fleet Coordinator
- H. Code Compliance Officer
- I. Police Administrative Support Specialist
- J. Law Enforcement Analyst
- K. Police Program Specialist
- L. Digital Forensic Examiner
- M. 1049 Employees (Article 29)
- N. Police Interpreter
- O. All Grant-funded positions of the Police Department (Appendix C)

Whenever "sworn" is used in this Agreement, it refers to those empowered to exercise an unrestricted law enforcement commission. Positions which are not "sworn" are referred to as "professional."

### 1.3 New Positions.

New classifications may be developed within the Police Department by the City and assigned a wage scale. The City shall notify the Association President of the new classification and forward a job description and wage scale to the Association President for review. Pursuant to ORS 243.698, the Association shall have the right to bargain about mandatory subject and/or subjects with mandatory impacts, related to the new classification. During bargaining about the new classification, the City may proceed with the hiring process with the understanding that any subsequent agreed upon changes related to the new classification will be made retroactive to the employee's date of hire. The City further recognizes that the Association reserves the right to challenge the exclusion of a new classification through PECBA procedures.

### 1.4 Reserves.

In accordance with past practice, the City may utilize reserve volunteers to provide public service without salary compensation, provided such work does not diminish work currently or regularly performed by the bargaining unit. Notwithstanding the foregoing, reserves may be used to perform parking enforcement on a temporary and fill-in basis with pay for up to sixty (60) days.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The City shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility the rights of the City include but are not limited to: establishing and directing activities of the Department and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge regular employees for just cause; determine job descriptions; determine work schedules; assign work; and any other rights except as expressly limited by the terms of this Agreement.

## **ARTICLE 3 - NON-DISCRIMINATION**

### 3.1 Concerted Activity.

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 matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City because of exercise of the rights of the employee as provided and/or granted under the Public Employee Collective Bargaining Act (PECBA) or other applicable state and federal laws.

### 3.2 Equal Employment Opportunity.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, family status, domestic partnership, sex, sexual orientation, gender identity, gender expression, religion, race, color, national origin, physical or mental disability

which can be reasonably accommodated, age, union affiliation or political affiliation or other protected status or activity in accordance with applicable state and/or federal law.

### 3.3 Gender Reference.

All references to employees in this Agreement designate all gender identities. Whenever gender is used it shall be construed to include all employees.

### 3.4 Peaceful Performance of City Services.

There will 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 refusal in concerted action with others to report for duty, or the employee's willful absence from the position of the employee, or stoppage or slowdown of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing, or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. The Association recognizes that work stoppage/slowdown issues are cause for discipline up to and including discharge of employees.

### 3.5 Productivity.

The parties to this Agreement recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance. Maximum productivity is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. It is the intent of all parties to achieve and sustain maximum productivity per employee during the term of this Agreement. The parties agree that employees are obligated to provide the highest level of employee performance and efficiency, safety, good health and sustained effort. The parties agree to meet at mutually convenient times to discuss means of increasing productivity.

## **ARTICLE 4 - ASSOCIATION SECURITY**

### 4.1 Membership.

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit.

- A. Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences after thirty (30) days of employment.
- B. Each employee of the bargaining unit shall be entitled to withdraw from active and participatory membership in the Association by giving of written notice to the Association and the City.

### 4.2 Dues Deduction.

The City, when so authorized and notified by the Association, via email with a copy to the involved employee, or by an employee member of the Association, will deduct regular Association dues from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the City and the Association prior to the 15th day of each month, to

be effective on the first day of the following pay period. The City will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, the Association will provide the record of dues deductions authorizations made to the Association by an employee.

#### 4.3 Employee Choice.

In compliance with the *Janus* Supreme Court decision, any employee who chooses not to be a member of the Association and chooses to remain a nonmember of the Association may choose to proportionately and fairly share in the cost of the collective bargaining process. The cost per bargaining unit member shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount as agreed to and authorized by the nonmember employee shall be deducted monthly from the wage of each nonmember, and remitted monthly in the aggregate to the Association.

#### 4.4 Assessment of Fees to Nonmember.

The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. In accordance with applicable law, if a Nonmember fails to pay the Association costs/fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the legal process to assert its claims and collect amounts due to the Association. If a Nonmember and the Association enter into an agreement and 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 Agreement and the payroll deductions thereby designated in writing.

#### 4.5 Indemnification.

The Association will indemnify, defend and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, costs and/or fees or any combination thereof, arising from the City's application of and/or compliance with this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for such reimbursement.

#### 4.6 Bulletin Board.

The City agrees to furnish up to four (4) suitable bulletin boards in reasonably convenient locations. The board is for use by employees and the Association for matters of their collective concern. This bulletin board is to be maintained by the Association, including periodic clearing of outdated materials. Posting of notices and other material by employees is restricted to Association business and training or education announcements and shall be limited within City facilities to these Bulletin Boards. The Association may place notices in the members' mailboxes.

#### 4.7 New Hires.

The City will notify the Secretary of the Association, in writing, of all newly hired employees for positions in the bargaining unit within seven (7) calendar days 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 the Association shall have access to all newly hired employees for a period of at least thirty (30) minutes but not more than one hundred and twenty (120) minutes for Association orientation.

#### 4.8 Association Access.

Association representatives shall be allowed access to the employee work areas for the purpose of processing grievances or contacting members of the Association to discuss matters related to administration of the Agreement and/or other PECBA-related activities (as described in ORS 243.798), however, such representatives shall not enter any work location without the consent of the supervisor. Access shall not be unreasonably withheld. Access shall not interfere with normal operations of the Department or with established safety or security requirements, and Association representatives will endeavor, to the extent reasonably possible, to conduct Association business at times and places which do not interrupt work.

#### 4.9 Association Business.

Association officers selected to serve as authorized representatives shall be certified in writing to the City. When authorized in advance, Association representatives may be granted reasonable time off without loss of regular pay for the purpose of meeting with the City within the scope of representation. Where practical, the Association shall give the City written notice at least forty-eight hours in advance if an authorized representative seeks time off without pay to conduct Association business. Except as otherwise provided in this Agreement or per applicable law, employees shall not participate in Association activities while on duty. Association representatives engaging in Association activities shall not result in overtime to the City, unless specifically authorized.

Where the parties determine it is mutually beneficial to both the City and Association (i.e. OIS representation), an Association representative will be permitted reasonable time to engage in Association activities that occur during the Association representative's off-duty time and will be allowed to coordinate with the Chief or designee so as to be able to flex their schedule. Where circumstances permit, the determination of whether it's mutually beneficial will be discussed in advance.

#### 4.10 Attendance at Bargaining.

No more than five (5) on-duty employees shall be permitted to attend negotiating sessions with the City without loss of regular pay. The Chief of Police (Chief) may, however, authorize a sixth employee to attend. Written notice shall be given to the City at least forty-eight hours in advance of the anticipated absence. The dates, times and places for these negotiating sessions shall be established by mutual consent of the parties. Any Association member not scheduled to be on-duty during the negotiating sessions may adjust their shift in order to attend without loss of pay. Attendance by an employee adjusting their shift shall not result in overtime to the City.

#### 4.11 Special Conferences.

Special conferences for important matters may be arranged between the Association President and the City upon agreement of the parties. Such meetings shall be arranged in advance, and an agenda



of matters to be discussed at the meeting shall be presented at the time the agreement to meet is made. Association members shall not lose time or pay for time spent in such conferences.

#### 4.12 Manual of Rules and Procedures and Collective Bargaining Agreement.

The City agrees to make the City Personnel Policies Manual, the Police Department Manual and this Agreement electronically available to all employees represented by the Association and to Association representatives. Additionally, any revisions to these manuals and/or this Agreement will be made available and employees represented by the Association and Association representatives will receive email from the City notifying them of any revisions and will be responsible for reading all such revision emails.

### **ARTICLE 5 - WORKING OUT OF CLASSIFICATION**

#### 5.1 Higher Rank.

Any employee who is assigned to act in the capacity of a higher classification shall be paid a five percent (5%) premium on base salary for the total time of the out of classification assignment.

### **ARTICLE 6 – HOURS AND OVERTIME**

#### 6.1 Regular Hours.

The regular hours of each workday shall be consecutive. The workday shall consist of a twenty-four (24)-hour period. The first workday shall commence at the start of an employee's regularly scheduled workweek.

Employees who work the extra hour for daylight savings time shall be compensated for the extra hour they work for the time change. Employees who work an hour less than their regular work shift will either need to use an hour of vacation, holiday or comp time; or work an extra hour to compensate for the time change.

#### 6.2 Workweek.

- A. A workweek shall consist of seven (7) days, and a work schedule of five (5) consecutive eight (8)-hour days with two (2) days off, or four (4) consecutive ten (10)-hour days with three (3) days off.
- B. During shift changes, the procedure described in Section 6.17(D) will be followed. Upon a good faith operational analysis, and after meeting with the Association using the Labor-Management Committee to discuss the need for a work schedule change, the City has the right to elect to change a five-eight work schedule to a four-ten work schedule or vice versa. Should the City elect a mid-year shift change not anticipated during the annual shift bid process, the Association may elect to re-bid shifts, with the new bid to take effect on the date of the shift change.

### 6.3 Regular Shift.

Each employee shall be scheduled to work on a regular shift. Each employee shall be scheduled regular hours and a regular work week. Shift schedules are subject to change according to the itinerary schedule described below for classifications listed and for special units and teams, including, but not limited to: Street Crimes, Traffic, Investigations, Transit, Police Administrative Support Specialists, Records, Evidence, Fleet Coordinator, Code Compliance Officers, Program Specialists, Full-time Training Instructor, Canine Handler (K-9), Westside Interagency Narcotics Team (WIN), Interagency Gang Enforcement Team (IGET), Metro Gang Task Force (MGTF), Parking Enforcement and Force Tactic Instructors (FTI).

- A. Itinerary. Employees assigned to the above-listed special units and teams may submit an itinerary up to a monthly basis. In addition, Police Officers serving on special projects (e.g. graffiti) may submit an itinerary schedule. The employee's supervisor may also propose an itinerary schedule. The employee's supervisor may approve or disapprove the itinerary or make changes in the itinerary or otherwise reschedule the employee for operating needs (but not to include the avoidance of court overtime). An irregular hours overtime liability will only accrue for a change after the itinerary is set and shall be limited to the shift in which the change occurs. The employee also may change their itinerary subject to the supervisor's approval with no overtime liability to the Department. Once an itinerant schedule has been set, the employee may bid for an overtime opportunity with supervisor approval. Approval will be withheld if it is determined that the employee set the itinerant work schedule in order to gain an overtime opportunity which otherwise would not have been available to the employee.
- B. Overtime liability for employees on an itinerant work schedule only occurs in callback situations or where the employee works more than forty (40) hours per week, except for irregular shifts. Where the employee's supervisor changes an employee's itinerary requiring the employee to work in excess of the employee's regular shift hours, overtime liability occurs.

The City shall not split shifts to avoid court overtime.

- C. Itinerary Practices. The itineraries referred to in this Article shall have regularly assigned days off. An itinerary shall be considered set if it is not changed or rejected by a supervisor within forty-eight (48) hours of its submission. The forty-eight (48) hour requirement will not apply if an itinerary request is submitted during the supervisor's regularly scheduled time off or absence from work, such as would fail to provide the supervisor with the time necessary to consider the request. Employees may not change days off once an itinerary is set without supervisory approval.
- D. General assignment detectives regular work schedules shall, with supervisor approval, consistent with the operational needs of the Department, consist of one of the following regular work schedules: a five (5) consecutive workday workweek with each workday being eight (8) consecutive hours of work followed by two (2) consecutive days off; a four (4) consecutive workday workweek with each workday being ten (10) consecutive hours of work followed by three (3) consecutive days off; or a work schedule known as

the 9/80 work schedule, which has a fourteen (14) day work period, which is four (4) consecutive workdays of nine (9) consecutive hours of work followed by three (3) consecutive days off followed by four (4) consecutive work days of nine (9) consecutive hours of work followed by one (1) workday of eight (8) consecutive hours of work followed by two (2) consecutive days off. In order for a general assignment detective to work the 9-80 work schedule, the employee must agree to an FLSA 7(k) election of overtime after eighty (80) hours of work in the fourteen (14) day work period associated with the 9-80 work schedule.

- E. An officer assigned to detective and the detective supervisor may mutually agree to a shift "adjustment" in order to meet an operational need (i.e. interview a witness). A shift adjustment of this nature is not intended to supersede the itinerant schedule, but to allow another opportunity to mutually adjust a detective schedule for a specific operational purpose. (i.e. detective's normal work schedule is Monday – Friday 0700-1500. The detective requests to "adjust" their work schedule on Wednesday to 1200-2000 in order to conduct an interview with a witness at 1700.

#### 6.4 Work Schedule.

A work schedule showing the employees' regular workdays, regular work hours and days off shall be posted electronically. Except for bargaining unit personnel assigned to special units as provided for in this Article, and emergency situations for the duration of the emergency, changes in work schedules shall be posted fourteen (14) calendar days prior to the effective date of the change. A shift change is deemed to exist only if the regular work schedule of the employee is changed for a period of five (5) calendar days or longer. Any shift change without this advance written fourteen (14)-day notice that results in the employee being required to work outside their regular work schedule shall make that employee eligible for overtime not to exceed ten (10) hours for such hours, provided that this overtime requirement shall not apply to a shift change which is an accommodation for the needs of an employee.

#### 6.5 Records Unit.

Except as set forth below, the workweek for employees in the Records Unit shall consist of seven (7) consecutive calendar days encompassing a work schedule of five (5) consecutive eight (8) hour shifts inclusive of a one half (1/2) hour paid meal period and two (2) consecutive days off or four (4) consecutive ten (10) hour shifts inclusive of a one half (1/2) hour paid meal period and three (3) consecutive days off. Night shift employees in the Records Unit will work a schedule of four (4) consecutive ten (10) hour shifts and three (3) consecutive days off. All Records Unit work shifts that are bid shall specify regular start times and regular stop times. The changing of the current regular start and stop time for Records Unit work shifts that are bid will be bargained prior to such a change.

#### 6.6 Rest Periods.

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

6.7 Meal Periods.

Police Officers, Records Specialists, Lead Records Specialists, and Evidence Technicians and Code Compliance Officers shall be granted a thirty (30)-minute paid meal period during each work shift, and that are subject to call. Unless otherwise mutually agreed in writing with the Association, at the request of an employee, all other professional employees shall have a thirty (30)-minute uninterrupted meal period, off duty and unpaid. To the extent consistent with operating requirements of the Department, meal periods shall be scheduled near the mid-point of the work shift. Should a professional employee be interrupted with a work directive by a supervisor during their off duty unpaid meal period, at the employee's option, the employee shall be allowed to either restart their meal period or be compensated for their meal period at one and one half (1½) times the employee's regular rate of pay.

When Association members incur expense for meals in connection with training, which occurs sixty (60) or more miles from their assigned precinct, the expense will be reimbursed through payroll subject to tax withholdings in the pay period following when the reimbursement is requested.

6.8 Overtime Compensation.

Employees shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay in cash for overtime work under the following conditions:

A. For employees not working on an Itinerary schedule:

1. All assigned work in excess of eight (8) hours on any scheduled eight (8)-hour workday, nine (9) hours on any scheduled nine (9) hour workday, or in excess of ten (10) hours on any scheduled ten (10)-hour workday
2. All assigned work in excess of forty (40) hours in any one (1) workweek
3. All assigned work outside the employee's regularly scheduled workweek

B. For all employees, all assigned work in excess of forty (40) hours in a workweek or the hours in excess of the assigned shift.

C. Under no circumstances shall such compensation be received twice for the same hours.

6.9 Compensatory Time.

This Agreement constitutes the parties' agreement regarding the use of compensatory time pursuant to 29 CFR § 553.23 et seq. Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the City and the employee. Denial of compensatory time off requests shall result in payment for the hours requested off, at the employee's request. This payment will be included in the employee's next regular paycheck following the actual request, as long as the request is made before timesheets are due during the pay period. Employees may accumulate up to eighty (80) hours of compensatory time.

- A. Upon separation from employment with the City, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.
- B. Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense.
- C. Each year between either March 16 and March 31 or November 16 and November 30 an employee may sell and the City, at the election of either party, may purchase the compensatory time balance above forty (40) hours.
- E. Compensatory time requests may be submitted not more than one hundred twenty (120) days in advance. A supervisor shall respond within ninety-six (96) hours of receipt of a request for compensatory time utilization. Compensatory time shall be taken off in blocks no greater than forty (40) hours. Once a block of compensatory time is approved and scheduled, the City shall not purchase the time to prevent the employee from taking time off.

6.10 Voluntary Training.

Voluntary training can be attended in one of three ways.

- A. Training Approved for Compensatory Time. The City may authorize compensatory time off to cover off-duty training within the eighty (80) hour compensatory time bank limit stated in Article 6.9.

For employees who are approved to attend non-mandatory training using compensatory time, and who are at the eighty (80) hour compensatory time bank limit, the City may allow attendance at the training function if the bargaining unit member submits a date certain for use of the generated compensatory time. The employee's original training request must state the number of hours of compensatory time that will be generated and the date and shift when the compensatory time will be used.

The general guideline for use of compensatory time generated in this manner will be within the payroll period in which it was earned, however, the City will permit up to two payroll periods for the employee to use the time.

- B. Any personnel who apply to attend voluntary training may propose a workweek itinerant schedule for supervisory approval.
- C. Training Not Subject to FLSA or Contract Overtime. Nothing in this Agreement shall be construed as preventing an employee, on the employee's own initiative, from attending an independent school or course after hours or on leave with or without pay, including but not limited to courses offered by DPSST and outside agencies. This subsection shall not apply to any training offered and conducted by the Hillsboro Police Department. (This Article is based on FLSA Regulation 29 CFR Section 785.30.)



#### 6.11 Mandated Training.

- A. The City may schedule on duty, in service training required of all employees, or required of the entire Department. The City may change the scheduled hours of work in order to facilitate training. Mandated training may be scheduled with at least fourteen (14) workdays advance notice. If an employee's hours of work are changed in order to attend training, the employee shall be afforded time off necessary to permit the employee to work safely and efficiently.
- B. DPSST Recruit Academy/New Hire Lateral. A recruit officer or new hire lateral officer attending DPSST Basic Academy Training (recruit/lateral) will work the schedule designated by the academy staff; overtime is not authorized without pre-approval, except as provided by State and/or Federal law. Recruit/lateral Officers attending the basic academy class are exempt from training schedule change requirements and shall be considered to be paid on a forty (40) hour per week salary basis, with overtime to be computed in accordance with FLSA Section 7k and forty-two (42) hours in a seven (7) day period.
- C. Employees whose regular work shift is ten (10) hours and who attend a training class outside the city limits of Hillsboro of ten (10) hours or less shall be credited with ten (10) hours to their work schedule to account for travel time and/or class preparation time. When the training class duration (including meal and rest breaks) is less than eight (8) hours in duration the employee shall only be credited the hours officially listed in the training announcement.

#### 6.12 Overtime Rounding.

Overtime shall be computed to the nearest one-quarter ( $\frac{1}{4}$ ) hour.

#### 6.13 Callback Time.

Employees called back to work for a regular assignment shall receive overtime compensation for the work for which they are called back, and, if called back, shall be credited with not less than four (4) hours' time compensated at time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay. This section applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the employee's regular workday or employee's regular work shift. This Section does not apply to scheduled overtime annexed at the beginning of the employee's regular work shift or holdover times annexed to the end of the employee's regular work shift or workday. If at the end of the work shift the employee departs the City's premises before being called back, the same shall not be considered a holdover time but shall be compensated as callback under this section. If subsequent callback is scheduled with more than four (4) hours interval it shall be applied as a separate and distinct callback. However, in the event that an employee is called back to complete incomplete work or to correct unacceptable work, the employee will be paid only for actual time worked at the overtime rate with no four (4) hour call back minimum.

In the event an employee is called back under this Section, and upon conclusion of the assignment does not receive at least eight (8) hours off duty, the hours less than eight (8) actually worked during the subsequent shift shall be paid at the employee's overtime rate of pay.

#### 6.14 Court Time.

Employees called to appear in court, outside their regular work shift, on City business, shall receive overtime compensation for their court time outside their regular work shift. For court time on an employee's scheduled day off, the employee shall be compensated for a minimum of four (4) hours at the overtime rate. If a subsequent court appearance is required that same day, it shall be considered part of the previous appearance and no new four (4)-hour minimum shall apply. However, if total court time on that day exceeds four (4) hours, then court overtime pay will be based on actual court time worked, unless the time extends into the employee's regular work shift. If a subsequent court appearance outside the regular shift is required that same day, it shall be considered part of the previous appearance, and shall be paid at the overtime rate unless the time extends into the employee's regular work shift. If that four (4) hours overlaps into the employee's regular work shift, the employee shall not be compensated twice for the time, but shall only receive regular pay for the overlap time.

If the employee receives a subpoena after scheduling a day off, the employee is eligible for overtime pay. However, if the employee receives a subpoena first and then schedules a day off, the employee is not eligible for overtime call-back. Employees who submit requests for time off knowing in advance they have been subpoenaed to a court appearance will have their vacation or compensatory time banks credited with the actual number of hours spent in court.

#### 6.15 On-Call.

Employees will not be asked to remain at home in order to stand by to respond to work if called, except in emergency situations. Standby time shall constitute hours worked and shall be compensable at the overtime rate. If an employee is required merely to leave a phone number where the employee can be reached, the employee will be considered "on call" provided the employee is free to engage in normal activities throughout the Portland metropolitan area and is available by cell phone. On-call time is not compensable as hours of work. Employees designated and placed on "on call" status, and thereby required to respond by telephone and to remain within the Portland metropolitan area, shall be compensated with eight (8) hours pay at the rate of one and one-half (1½) times their base salary. The period of "on call" shall be from 8:00 a.m. Monday to 8:00 a.m. Monday. Employees on "on call" status shall be compensated for all callbacks and overtime worked at the appropriate rate.

#### 6.16 Phone Calls While Off Duty.

If an off-duty employee receives a phone call or text message from a supervisor or an employee at the direction of a supervisor that is related to the employee's work, the employee shall be compensated with fifteen (15) minutes of compensatory time per phone call, so long as the phone calls are not within fifteen (15) minutes of each other. If a phone call lasts longer than fifteen (15) minutes, the employee shall be compensated in compensatory time to the nearest fifteen (15) minutes, rounded up. This obligation does not apply to employees being called:

- A. to check the availability for a call-out or shift coverage;
- B. to be notified of a subpoena or subpoena cancellation; or
- C. to leave a phone message, unless an employee is directed to return the phone call.

Under no circumstances shall phone call compensation be received twice for the same hours.

6.17 Shift and Days Off Bidding.

All eight (8) and ten (10) hour patrol, records, and Code Compliance Officers shifts shall be rotated each four (4) months and bid at least each twelve (12) months. Shift and days off bidding are granted by classification in accordance with the procedures set forth below provided that the City may designate slots in the bid schedule for personnel assigned to K-9. The City may also designate slots for Senior Records Specialist and employees with language fluency specifically in the Records Unit.

*Sworn Patrol Bid:*

Prior to regular shift rotation, eligible sworn patrol employees shall be entitled to submit electronic bids for patrol shift assignments and days off from the slots made available by the Department.

The patrol shift bid schedule for the following year will be posted in Telestaff and available for bid beginning on September 1 of each calendar year. The top 1/3 of eligible employees shall bid before September 8, the second 1/3 of eligible employees shall bid before September 15, and the final 1/3 of eligible employees shall bid before September 22. If an eligible employee fails to bid during their allotted time period they shall be assigned shift assignments and days off by the City. Shift assignments resulting from these bids shall be posted upon completion of the bid. Shift and day-off bids shall be honored on the basis of classification seniority except as follows:

*Code Compliance, Records, and all other non-patrol bids:*

The shift bid schedule will be posted and available for bid by September 1 of each calendar year. The top 1/3 eligible employees shall bid between September 1 and 7, the second 1/3 eligible employees shall bid between September 8 and 14, and the final 1/3 of eligible employees shall bid between September 15 and 21. If an eligible employee fails to bid during their allotted time period, that employee shall be assigned shift assignments and days off by the City. Employee bids for both shifts and days off for a particular calendar year shall be submitted in writing to a designated supervisor on or before October 1, the regularly scheduled rotation nearest to January 1. Shift assignments resulting from these bids shall be posted not later than November 1.

*Applicable to all personnel who bid shifts:*

Shift and days off bids shall be honored on the basis of classification seniority except as follows:

- A. Probationary employees may not bid for shifts, any portion of which falls within the probationary period.
- B. When an employee is involuntarily returned to patrol from a non-patrol assignment in the middle of a shift-bid period and without a regular shift bid opportunity, the employee may choose the shift and days off that are operationally available as determined by the City for the remainder of the shift-bid period.



When an employee voluntarily returns to patrol from a non-patrol assignment in the middle of a shift-bid period, the employee will be placed by the Department in a regular shift with regular days off until the next shift-bid cycle.

C. Shift Change.

A shift change is deemed to exist only if the regular work schedule of the employee is changed for a period of five (5) calendar days or longer. Employees scheduled to work more than forty (40) hours in the seven (7) calendar-day workweek immediately preceding or immediately following a shift change shall be eligible for overtime for hours in excess of forty (40) hours in those workweeks. Employees scheduled to work six (6) or more consecutive workdays shall have at least two (2) consecutive scheduled days off during a shift change.

D. Upon re-assignment, an employee may voluntarily waive the notice of shift change and begin a new shift immediately without the notice and penalty in 6.4 and 6.17(C), with the mutual agreement of the City and the Association. This waiver will not be utilized for a department-wide shift change. The waiver will be in writing: "I hereby acknowledge a change in my regularly assigned shift and agree to a shift change under Article 6.4 and 6.17(C) and hereby waive notice and penalty under Article 6.4 and 6.17(C)."

E. The City and the Association shall meet, if needed, for the purpose of reviewing modifications, to develop, or to correct or refine implementation of the shift bidding process, if jointly agreed upon. In the event the City elects to change shift schedules pursuant to Article 6.2, then the provisions relating to shift biddings shall apply.

6.18 Application of Overtime and Call Back Rules to Disciplinary, Due Process, Grievance and Performance Counseling Meetings.

Whenever possible, supervisors will meet with employees during the regular hours of the employee's work shift. When a meeting is scheduled outside the employee's shift for the convenience of Association representation at the request of the Association and/or the employee, neither overtime nor call back shall be paid. When a meeting is held at the request of the supervisor or initiated by a supervisor for the purpose of imposition of discipline, counseling or communication concerning work performance concerns, such meetings constitute hours of work and shall be compensable in accordance with the terms of this Article. In the event Association representatives attend such meetings, they shall be compensated in accordance with Section 4.9 of this Agreement. The City may, in its discretion, direct time off within the pay period on an hour-for-hour basis rather than paying an employee at the overtime rate for time spent for performance correction, counseling or disciplinary meetings.

6.19 Shift Trades.

Employees in the same classification who have successfully completed the Department's Field Training Program and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift hours may trade shifts with written approval prior to the trade (on a Department shift trade form) from the affected shift supervisor(s).

Shift trades will not occur as a matter of entitlement and are intended as a means to accommodate unique and personal employee situations. Except for special circumstances approved by the Chief or designee, an employee shall be permitted to trade no more than four (4) shifts taken in full shift increments in a four (4) month shift rotation. The City shall not record hours worked on a trade in payroll records. Both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, callback or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the Department shift trade forms) they have participated in during any given four (4) month shift rotation.

6.20 Safety Release.

- A. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour workday and who is scheduled to work a work shift in the next twenty-four (24) hour workday shall be guaranteed at least nine (9) hours off before being required to return to active duty status.
- B. When practical, prior to working fifteen (15) or more hours in any twenty-four (24) hour workday, the employee shall make the on-duty shift sergeant aware that the employee believes their current work assignment may result in the employee working fifteen (15) or more hours in the twenty-four (24) hour workday.
- C. In order to effectuate Section A above, the following is an example to demonstrate how the employee will be compensated.
  1. A night shift employee works 2000 to 0600 (10 hours worked). The night shift employee is required to be in Court on City business as described in Section 8.4 of this Agreement from 0830 to 1430 (6 hours worked).
  2. A total of sixteen (16) hours is worked within twenty-four (24) hours, so to get 9 hours off from 1430 to 2330; the employee is not due back to work until 2330 and the employee will be compensated for hours from 2000 to 2330 as safety leave with pay and the employee will work from 2330 until 0600.
- D. If a swing shift officer is subpoenaed to appear in court after having worked their ten (10) hour shift and there is a likelihood that the officer will be in court the entire following day (scheduled jury trial anticipated to proceed) and the officer is scheduled to work the next shift, the Department, at its discretion, may send the officer home two (2) hours early on paid time so the officer is rested for a nine (9) hour period prior to appearing in court. (Example: swing shift from 1400-0000 hours would generally require 1 hour of release time from 2300-0000 for a 0830 court appearance to afford rest and prevent safety release the following day.)

- E. If a swing shift officer is subpoenaed to appear in court following their ten (10) hour shift and the officer was not sent home early as described in Subsection D, and the officer remains in court a minimum of five (5) hours, thereby meeting the fifteen (15) or more hours during a twenty-four (24) hour period, the officer will be sent home to rest for nine (9) hours before reporting back to work. (Example: Officer works 1400-0000 hours = 10 hours and has court from 0830 – 1400 hours = 5.5 hours the following day. Officer has a total of 15.5 hours in a workday. Therefore, officer will be sent home on Safety Release for nine (9) hours of rest from the conclusion of court at 1400 hours until 2300 hours, at which time the officer is expected to report for duty.)
- F. When practical, officers are responsible to inform their supervisor of potential court and safety release prior to working fifteen (15) hours or more.

#### 6.21 Administrative Reassignments.

An employee not working their regular work duties due to administrative reassignment or administrative leave, for a period of one (1) work week or more, may be administratively reassigned to an administrative day shift schedule for the duration of the administrative reassignment or administrative leave.

#### 6.22 Overtime Opportunities.

The City shall have the right to assign overtime work as required in a manner deemed to be the most advantageous and consistent with the most efficient operation of the Department, however, the City shall assign work on a voluntary basis prior to resorting to mandatory overtime. The following principles will be followed when assigning overtime work:

- A. Where two (2) or more on-duty employees 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, except when Safety Release Time can reasonably be expected to apply.
- B. Where the City needs to call in early, persons who are scheduled to work the next shift, the City will seek to evenly distribute the overtime.
- C. Overtime assignments of more than three (3) hours that are known at least ninety-six (96) hours in advance will be posted. If no one signs up for the overtime at least seventy-two (72) hours in advance of the assignment, assignments will be filled in accordance with subparagraph E of this Section.
- D. When an overtime assignment requires special skills, knowledge or abilities, such requirements will be noted in the posting and will be offered in the order of seniority to that employee(s) who meets the requirement of the assignment.
- E. If the City is unable to obtain enough volunteers to cover overtime requirements, it shall assign qualified employees to do the work in an inverse order of seniority, providing that the employee will not be required to work more than fifteen (15) 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.

- F. Except in the case of an emergency, employees 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.
- G. Voluntary overtime bids that would result in an officer working more than fifteen (15) hours of assignments that are enforcement focused (patrol, traffic) in a twenty-four (24) hour period, and/or would knowingly result in the officer being eligible for Safety Release as defined in Article 6.20, will not be approved.
- H. Overtime opportunities that are open to bargaining unit positions and go unfilled, may be offered to Sergeants. Sergeants performing bargaining unit work on overtime assignment are subject to restrictions imposed by the Chief or designee.

Overtime details that are known to the City seven (7) calendar days or more prior to the overtime detail will be offered to available off-duty employees on a seniority basis. Overtime details not filled by seniority may be filled voluntarily or assigned if not voluntarily filled seventy-two (72) hours prior to the overtime detail.

## **ARTICLE 7 - SICK LEAVE**

### 7.1 City Policies.

Sick leave and family medical leave shall be governed by City policies unless an explicit term of this Agreement is inconsistent. Any change to these policies, which constitutes a mandatory subject of bargaining will be bargained with the Association prior to implementation, in accordance with the PECBA.

### 7.2 Sick Leave Accrual.

Employees shall earn eight (8) hours of sick leave per month. Sick leave need not be used during a specified year, and the accrual of sick leave is unlimited.

If a new employee starts work on or before the 15<sup>th</sup> of the month, the sick leave accrual will be 100% for that month. If a new employee starts work on the 16<sup>th</sup> of the month or later, the new employee's sick leave accrual will be four (4) hours for that month.

Sick leave accrual will be 100% during all paid leaves of absence. The 50% rule will apply to unpaid leaves of absence, as follows:

If the employee is in unpaid status for a number of hours less than 50% of the normal work hours in the given month, then the sick leave accrual for that month will be 100%. If the number of hours of unpaid status is equal to or greater than 50% of the normal work hours in the given month, the sick leave accrual for that month will be 0%.

### Use of Same Month Accrual:

Employees may use up to the amount of sick leave specified as “available” in the MUNIS Employee Self Service screen, subject to the 50% rules for unpaid absences.

However, to be eligible for sick leave pay, the employee must notify their supervisor of the absence according to the procedure established by the Department.

### Lateral Sick Leave Accrual:

A newly hired lateral employee shall receive an eighty (80) hour sick leave bank effective the first day of employment with the City. No additional sick leave will be granted to newly hired lateral employee until the beginning of the pay period following the completion of their 10<sup>th</sup> month of employment at which time sick leave will be accrued at eight (8) hours per month. Lateral employees are determined in accordance with Article 15.2.

### 7.3 Utilization of Sick Leave.

Employees may utilize their accrued sick leave for the following purposes:

- A. When unable to perform their work duties by reason of off-the-job illness or injury;
- B. For medical or dental appointments when the appointment cannot be scheduled during non-work hours or on a day off.
- C. When the employee’s exposure to contagious disease would endanger the health of the public or fellow employees;
- D. When the employee is unable to work due to on-the-job illness or injury as set forth in Section 7.3 below;
- E. To care for an ill or injured spouse, registered domestic partner as defined by Oregon Family Leave Act (OFLA) regulations and/or Family Medical Leave (FMLA) regulations, child, brother, sister, parent, parent-in-law, grandparent, grandchild, child or parent of a registered domestic partner, a person with whom the employee was or is in a relationship of in loco parentis or other close relative residing in the employee’s household;
- F. For bereavement leave under Section 7.5 of this Agreement; and
- G. For other OFLA/FMLA and/or Oregon Sick Leave Law qualifying purposes.

Employees shall ensure that the on-duty supervisor is notified of their absence and the expected length of the absence as soon as possible and at least four (4) hours in advance whenever practical. Regular and probationary employees shall receive their regular pay for sick leaves up to the amount of leave accrued.

For each shift of sick time use, an employee's accumulated sick leave shall be charged with one (1) shift off. Should an employee go on or off sick leave prior to completing the shift, the employee will be charged with the time that remains in the shift rounded to the nearest quarter hour. Employees without sick leave will be subject to Article 8, concerning leaves of absence.

Employees may not use sick leave during a period designated in advance for vacation purposes, unless the employee provides a written certification from a health care provider showing the employee was sick and/or treated during the employee's vacation leave. Exceptions can be made by the City in case of serious illnesses or injuries.

#### 7.4 Occupational Injury and Illness Coordination with City Policy 6.6 H.

Employees will be insured under provisions of the Oregon State Workers' Compensation Law (ORS Chapter 656) for on-the-job injuries and occupational illnesses suffered while in the employ of the City. The City is a self-insured employer for its workers compensation exposure, and contracts with a Third Party Administrator (TPA) to adjust claims in accordance with Oregon Workers' Compensation law. The City will pay the employees' regular straight time wages on the day of injury or occupational illness, if medical treatment is sought and time-loss is authorized by the treating health care provider. This day will be considered the employee's first day of the three (3) calendar day waiting period.

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties as authorized by their treating health care provider, as well as employees who have filed a workers' compensation claim and are awaiting a determination regarding whether their injury or illness is compensable, will continue to receive their regular straight time salary (referred to as "pay continuation") for a period of up to ninety (90) consecutive calendar days from the date that time loss commences, following a three (3) calendar day waiting period. Employees may elect to use accrued sick leave, or any combination of the employees' accrued paid leave to cover this waiting period.

Following the initial ninety (90) days, the employee will begin receiving time-loss benefits directly from the City's TPA as required by law. In order to supplement time loss payments, the employee may elect to use accrued sick leave, or any combination of the employee's accrued paid leave up to the employee's net regular wages. Under no circumstances may accrued paid leave be used to exceed the employee's net regular wages. An employee may notify the City in writing at the time of the election that the employee does not want to utilize accrued sick leave to supplement time loss payments. In this event, sick leave will not be utilized.

Health care provider progress reports may be required prior to approval of these payments.

In the event that the employee's workers compensation claim is denied prior to the ninety (90) day period, pay continuation and time-loss benefits will discontinue and the employee will be required to use accrued sick leave, followed by compensatory, holiday and vacation time while off work.

The time an employee is absent from work due to a workers' compensation injury or illness will not count against the employee's OFLA/FMLA leave except as provided in Section 7.8 or as allowed per applicable law.

#### 7.5 Sick Leave Without Pay.

On written application by the employee, in the event the City determines that the employee is unable to return to work, leave without pay may be granted for the remaining period of absence after accrued sick, vacation, compensatory time and holiday leave has been exhausted. The City may require that the employee submit a certificate from a health care provider periodically during the period of such disability. The costs associated with any certificate requested or required to be submitted by the City, which are not covered by insurance, shall be paid for by the City.

#### 7.6 Bereavement Leave.

Regular and probationary full-time employees may be granted a leave of absence with pay of up to three (3) days in the event of the death of a spouse, child, brother, sister, parent or other family member as defined by OFLA/FMLA, including domestic partner, or for other close relatives with supervisory approval, for the purposes of mourning, making arrangements for, and attending the memorial service. Regular and probationary part-time employees who are scheduled to work at least eighty (80) hours per month may be granted paid bereavement leave on a prorated basis.

The three (3) days of paid bereavement leave do not have to be consecutive but must generally be taken within sixty (60) days of notification of the relative's death. Employees who are OFLA/FMLA eligible may choose to use unpaid leave or up to eighty (80) hours of their sick leave or other accrued leave banks as designated by the employee for funeral, memorial and/or bereavement leave in accordance with OFLA. All such leave shall be taken within sixty (60) days of the notice of death. Such leave shall run concurrently with the three (3) days of bereavement leave as permitted by law.

With a supervisor's approval subject to the needs of the Department, employees may be granted paid bereavement leave up to four (4) hours in the event their normal work schedule coincides with a co-worker's funeral or memorial service or the funeral or memorial service of a dignitary, past City employee, or official, if the employee had job-related contact with that person. If an employee is denied bereavement leave for a job-related funeral and feels the decision is unfair, an appeal may be made immediately and directly to the Chief in order to receive a timely response.

If warranted by the situation, the supervisor may approve additional time off that may be charged to appropriate, available accrued-leave banks, or to unpaid leave if no appropriate accrued leave is available.

#### 7.7 Sick Leave Verification and Abuse.

Sick leave is intended to provide compensation to employees who are unable to work for one of the reasons permitted under this Article. Giving false information to obtain sick leave benefits or acceptance of sick leave benefits for reasons other than those listed in this Article will be considered misuse of sick leave and will be grounds for disciplinary action, up to and including discharge.

Employees are expected to cooperate with the City's efforts to ensure compliance with this Article, and to answer questions from Human Resources necessary to determine whether an absence is covered by applicable leave laws, including but not limited to OFLA/FMLA and/or Oregon Sick Leave Law.



The obligation to cooperate includes, but is not limited to, the obligation to respond to requests for information regarding the reasons for absences and requests for medical verification truthfully and completely. Failure to cooperate with efforts to ensure compliance with this Article will also be considered grounds for disciplinary action, up to and including discharge.

The City may require an employee to submit written certification from a physician or health care professional or other acceptable verification of eligibility to receive sick leave benefits for absences not covered by the family medical leave laws, under any of the following conditions:

- A. Whenever the employee's absence exceeds three (3) consecutive workdays, consistent with OFLA/FMLA and/or Oregon Sick Leave Law;
- B. Whenever the City has reasonable cause to believe that a misuse or abuse of sick leave may be occurring. "Reasonable cause" shall include a pattern of usage in conjunction with days off, vacation, holidays or compensatory time; a pattern of usage on days when a spouse or significant other is off work; calling in sick on a previously denied day off; the existence of indicator(s) that the absence was motivated by a desire to avoid undesirable working assignments, deadlines, etc.; statements that indicate an intent to misrepresent the reasons for reported absence; physical observations (return to work with signs of outdoor recreation, such as sun burns, etc.) and/or other information that suggests the employee was not absent for reasons they stated.
- C. Other circumstances as permitted under applicable law, such as Oregon Sick Time Law.

#### 7.8 Light Duty Assignments.

- A. On-the-Job Injury. Employees who are injured on-the-job or suffer occupational illnesses may be offered light duty assignments when a health care provider has certified that the member is medically fit to perform the light duty assignment. Employees on light duty assignments will be paid their regular pay while they are on light duty assignments. If the employee elects to accept the light duty assignment while on workers' compensation leave, the hours worked in the light duty assignment will not reduce the employee's family medical leave entitlement. If the employee refuses a light duty assignment before becoming medically stationary, the employee's absence will count towards OFLA/FMLA, consistent with applicable laws.
- B. Off-the-Job Injury. Employees who are injured off-the-job may request a light duty assignment when certified by a health care provider that the member is medically fit for light duty. Based on an evaluation of the health care provider's release, the nature and anticipated duration of the employee's limitations, the availability of suitable light duty work and other operational considerations, the City may offer a light duty job to a member, but is not required to do so.



- C. General Requirements. Employees who are injured on-the-job who are placed on a light duty assignment will be assigned to the work schedule they held before their injury, if the City determines that such a schedule is consistent with operational needs. If such a schedule is not determined to be consistent with operational needs, they will be assigned to an administrative schedule. Employees who suffer off-the-job injuries and are placed on light duty assignments will be assigned to an administrative schedule. Administrative schedules are generally Monday through Friday from 0800 to 1600 for sworn personnel and 0800 to 1630 (inclusive of a half (1/2) hour unpaid lunch) for professional staff, however may be established based on the operational needs of the City. A light duty assignment is a temporary accommodation which shall be time limited. If an employee has not recuperated in accordance with the employee's health care provider's expectations, or the City provides a written assessment to the employee and the Association that the City has determined that productive work that provides value to the City is not available, the City shall be free to end the light duty assignment or reduce the hours of the light duty assignment. Light duty assignments shall not become a permanent accommodation.

Employees must submit a release form completed by the treating health care provider stating what types or nature of activity that they may or may not perform prior to being considered for a light duty assignment. Employees must also submit additional job-related health care information as the City determines necessary in order for the City to evaluate return to work options for the employee.

#### 7.9 Donations.

An employee may donate vacation and/or holiday leave time from the employee's earned leave bank to a designated employee who has exhausted all paid leave and is in documented need of sick leave due to catastrophic illness as defined in the City's Donation Program. Donations must be made in increments of whole hours, and they will be transferred as an hour-for-hour exchange. All employees donating time must retain at least forty (40) hours of accrued vacation time and may donate a maximum of eighty (80) vacation and/or holiday hours per person in need.

Association represented employees may donate such leave to any eligible employee and/or receive such leave donations from any eligible employee by submitting the Request to Donate Leave form. Employees receiving the donations are allowed to receive sufficient donated vacation and/or holiday to cover their projected unpaid leave up to a maximum of ninety (90) calendar days per calendar year. However, the amount of leave transferred to the recipient shall not exceed the amount of time off needed for the specified injury or illness. Donated vacation and/or holiday may not be used to extend employment beyond the point that it would otherwise end by rule or law. For example, if employment would have otherwise been terminated due to layoff or other non-discriminatory reasons, donated leave may not be used to extend employment.

Participation in the program is strictly voluntary. The recipient is responsible for the payroll taxes when the donated leave hours are paid out to the recipient. Recipients of donated leave will immediately notify Human Resources in writing of any change in circumstances that negates the employee's continued need or eligibility to participate in the donation program. Donations made under this program are not taxable to the donor.

#### 7.10 Administrative Reassignments.

An employee off regular work duties due to an on-the-job injury, or due to administrative reassignment or administrative leave, for a period of one (1) work week or more, may be administratively reassigned to an administrative day shift schedule for the duration of the on-the-job injury, administrative reassignment or administrative leave. If an employee is reassigned an administrative day shift the administrative day shift will be of the same duration of hours (considering the employee's current start/stop/breaks/rest/lunch) as the employee's regularly scheduled work shift.

### **ARTICLE 8 - OTHER LEAVES OF ABSENCE**

#### 8.1 Criteria and Procedure.

The City will consider a written application for 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 that the employee's temporary absence will not cause a hardship to the Department. Such leaves shall not be approved for the purpose of accepting employment outside the service of the City. The City may also deem it to be 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 that employee's application for such leave.

#### 8.2 Jury Duty.

Employees shall be granted a leave with pay for service upon a jury provided, however, that the employee shall seek all fees due for jury duty and turn fees over to the City. Upon being excused from jury duty for any day an employee shall immediately contact their supervisor for assignment for the remainder of the employee's regular workday. Employees serving on jury duty shall be administratively placed on day shift for each day they serve on jury duty.

#### 8.3 Non-City Business Appearance.

Employees who appear on non-City related business before a court, legislative committee or administrative agency as a witness in response to a subpoena or other order by proper authority shall be granted leave without pay or the employee may choose to use any of the following paid leave banks (compensatory time, holiday and/or vacation).

#### 8.4 City Business Appearance.

- A. Employees subpoenaed or compelled to appear on City business before a court, legislative committee, or administrative agency in connection with their officially assigned duties shall receive their regular pay for such time, including the time required for travel to the appearance location and return to the employee's headquarters.
- B. PECBA related proceedings, including interest and grievance arbitrations conducted pursuant to PECBA, shall be considered City business as set forth in this Section 8.4. The parties agree that all reasonable steps will be taken to subpoena witnesses in PECBA proceedings to testify during their regular working hours and to limit the time employees are called to testify to periods when their testimony is expected to occur.

- C. Employees who are subpoenaed to appear in court or before administrative agencies for City business outside their regular work schedule shall be paid in accordance with the applicable Section(s) of Article 6.

Appearances that are not described in Subsections A or B above will be considered non-City business appearances governed by Article 8.3.

#### 8.5 Lateral Hire Appearances.

Time spent by laterally hired employees who are subpoenaed or compelled to appear in a criminal proceeding or a civil proceeding arising out of the exercise of their duties on behalf of another jurisdiction is not considered “hours worked.” However, employees responding to such subpoenas will be granted straight time pay for the time they are absent from their regularly scheduled shift with no overtime or callback.

#### 8.6 Family and Medical Leave.

Family and Medical Leave shall be governed by City Policy unless an explicit term of this Agreement is inconsistent. Changes to the current City and Department policies that constitute a mandatory subject of bargaining will be bargained with the Association prior to implementation in accordance with PECBA.

Absences for OFLA/FMLA leave may be covered by more than one type of leave (family leave, domestic violence leave, etc.). In such an event, the leave will run concurrently, unless prohibited by law.

#### 8.7 Other Legally Mandated Leaves.

Employees will be granted other leaves of absence in accordance with applicable state or federal law.

### **ARTICLE 9 – HEALTH & WELFARE**

#### 9.1 Health Insurance.

- A. For the term of the Agreement the insurance benefit plans provided by the City will include a PPO healthcare plan with a broad provider network and an HMO healthcare plan. Currently, the City offers CIGNA Open Access Plus Plan (PPO) and Kaiser Copay Plan B (with vision and alternative care). HPOA will continue to participate in the Welfare Benefits Review Committee per Section 9.5. Vision and Alternative Care will continue to be provided per the City’s current offerings. In addition, all other health and welfare options (Medical, Dental, Orthodontia and Vision) offered by the City and available to other City employees will remain available to Association-represented employees. Plan benefit summaries will be provided to the Association and to employees at during open enrollment in October-November and once prepared attached to this Agreement as Appendix D. “Eligible family members” shall include spouses, registered domestic partners as defined by ORS Chapter 106 and their eligible children, subject to insurance carrier eligibility rules.

B. Employees participating in the City's health insurance plans will contribute to premium costs as follows:

1. Effective the first pay period in January 2023 through the last pay period in December 2023, employees shall continue to contribute seven and one-half percent (7.5%) not to exceed and not less than one hundred forty-five dollars (\$145) of the medical, dental and vision insurance premiums on a composite basis, and the City shall pay the remaining premium.
2. Effective the first pay period in January 2024 through the last pay period in December 2024, employees shall continue to contribute seven and one-half percent (7.5%) not to exceed and not less than one hundred forty-five dollars (\$145) of the medical, dental and vision premiums on a composite basis, and the City shall pay the remaining premium.
3. Effective the first pay period in January 2025 and each subsequent month, employees shall contribute seven and one-half percent (7.5%) not to exceed and not less than one hundred fifty-five dollars (\$155) of the medical, dental and vision premiums on a composite basis, and the City shall pay the remaining premium.
4. Employee contributions shall be paid by payroll deduction.

#### 9.2 Long-Term Disability Insurance.

The City will provide a long-term disability plan for employees who are covered by this Agreement. The LTD Plan provided by the City will provide employees who are determined to be eligible for benefits by the City's insurance carrier an income equal to sixty percent (60%). This insurance plan will provide salary protection to employees who are determined to be eligible for benefits when ninety (90) calendar days have elapsed from the time of disabling injury or illness.

#### 9.3 Continuation of City-paid Insurance Benefits.

- A. The City agrees to maintain medical, dental, orthodontia, vision and ~~continue~~ long-term disability (LTD) insurance benefits as required by State and Federal family medical leave laws. Benefits will be provided at the same level for an employee (and the employee's covered family members) on the same conditions as would have been provided if the employee had not been on approved State or Federal medical leave.
- B. The City will also provide City-paid medical and dental insurance benefits for up to three (3) months of an approved unpaid leave of absence for employees who have been with the City for a minimum of three (3) years prior to commencement of the leave, provided that the employee elects COBRA coverage and the employee pays the employee portion of the premium. These three (3) months of paid insurance run concurrently, rather than consecutively, with the periods of paid insurance coverage provided for unpaid leaves when required by law related to FMLA or military leave.

#### 9.4 Liability Insurance.

The City agrees to self-insure or to provide each employee with liability coverage, providing protection for possible claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment, provided the claims do not result in a judgment resulting from the willful and wrongful act or gross negligence of such employees, consistent with the City's obligation to defend and indemnify its employees under the Oregon Tort Claims Act.

#### 9.5 Health and Welfare Benefits Review Committee.

- A. Up to three (3) members of the Association, as designated by the Association will be paid at their regular rate by the City to participate fully in the City established Health and Welfare Benefits Review Committee (HWBRC) in recognition of the significance of health insurance costs as an aspect of total compensation. The City shall notify the HPOA of any and all HWBRC meetings with at least seven (7) days' notice.
- B. As part of the annual health and welfare insurance renewal process, the HWBRC will meet to review health, dental and vision insurance plans and costs and make plan offering recommendations to the City in an effort to keep health care costs at a minimum for employees and for the City. The City will share timely information regarding insurance premium rates, plan design, projected renewal increases, alternative plans and carriers and marketing results as such information becomes available to the City through the HWBRC.
- C. If the City-established Health and Welfare Benefits Review Committee recommends the establishment of a health savings account health insurance plan option the parties will meet and bargain implementation and impact.
- D. The City will provide the Association's designated HWBRC members with an opportunity to provide input regarding alternative carriers and plans. The Association's HWBRC members will also be provided with copies of the results of the request for proposal (RFP) process promptly upon receipt by the City.
- E. The Association's designated HWBRC members will be provided the opportunity by the City during a HWBRC meeting to communicate directly with City Health Insurance consultants, with any and all City Health Insurance providers in the RFP process, and/or with any and all City Third Party Administrators (TPAs).

#### 9.6 VEBA Contribution

- A. The City will contribute two percent (2%) of an employee's base salary to a Voluntary Employees' Beneficiary Association (VEBA) to be used by employees, at their option, for either pre or post-retirement eligible expenses. Base monthly salary is the salary set forth "Schedule A" of this Agreement and is exclusive of any additional compensation such as certification incentives and special classification pay.



## ARTICLE 10 – RETIREMENT

### 10.1 PERS.

#### A. Public Employee Retirement System (“PERS”) Members.

1. For purposes of this Article 10.1(A), “employee” means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.
2. Retirement Contributions. The City will continue to “pick up” a six percent (6%) employee contribution, to the Public Employees Retirement Fund, payable as the law requires. The parties acknowledge that various challenges have been filed which contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws (“PERS Litigation”). Nothing in this agreement shall constitute a waiver of the parties’ rights, claims, or defenses with respect to the PERS Litigation.

#### B. Oregon Public Service Retirement Plan Pension Program (“OPSRPPP”) Members.

1. For purposes of this Article 10.1(B), “employee” means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.
2. Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003, the City will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in the program. The employee’s contributions paid by the City under this Article 10.1(B) shall not be considered to be “salary” under section 1(16)(c) of Chapter 733, Oregon Laws 2003, for the purposes of computing a OPSRPPP member’s “final average salary” under Section 10 of Chapter 733, Oregon Laws 2003 or “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

- C. Effect of Changes in Law other than PERS Litigation. In the event the City’s payment of a six percent (6%) employee contribution under Article 10.1(A) or 10.1(B), as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than the PERS Litigation), the City shall increase by six percent (6%) the base salary rates for each classification in the salary schedules applicable to the members of the bargaining unit in lieu of the six percent (6%) pick-up. This transition shall be done in a

manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For reasons indicated above or by mutual agreement, if the City ceases paying the applicable six percent (6%) pick-up and instead provides a salary increase for eligible bargaining unit employees during the term of this agreement, and bargaining unit employees are able, under existing law, to make their own six percent (6%) contribution to their PERS account or to the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).

#### 10.2 Sick Leave Fold-In.

The City agrees to participate in the PERS sick leave fold-in conversion program. Sick leave accrual hours shall be reported to PERS and shall be taken into account for PERS fold-in purposes. The City shall have no obligation except to comply with Article 10.2 to the extent that compliance is lawful under applicable law.

### **ARTICLE 11 - OUTSIDE EMPLOYMENT & CITY EXTRA DUTY EMPLOYMENT**

#### 11.1 Approval.

Permission to work at outside employment while an employee of the City must be approved in writing by the Chief or the designee of the Chief. In order to be approved, the outside employment must:

- A. Be compatible with the employee's adherence to the Police Officer's Code of Ethics;
- B. In no way detract from the efficiency of the employee in City duties;
- C. Not take preference over extra duty required by City employment;
- D. Not present a legal or ethical conflict of interest with the police profession;
- E. Must be resubmitted each January of each subsequent year of continued employment for reconsideration.

#### 11.2 Revocation of Approval.

It is understood that the Chief or the designee of the Chief may, upon reasonable grounds at any time, revoke permission to perform outside employment. The Association will be notified, in writing, of any revoked permission to perform outside employment.

### **ARTICLE 12 – VACATION**

#### 12.1 Accrual.

Full-time employees shall begin accruing vacation benefits in the first month of employment and are eligible to begin using accrued vacation with supervisory approval.

Vacation accrual for all full-time employees will be as set forth below:

<u>Years of Service</u>	<u>Employee</u>
0-60 months (0-5 years)	12 hours/month
61-120 months (5-10 years)	14 hours/month
121-180 months (10-15 years)	16 hours/month
181-240 months (15-20 years)	16.66 hours/month
Over 240 months	18.33 hours/month

Lateral Employee Vacation:

A newly hired Lateral Employee shall accrue vacation using the accrual matrix set forth above based on total years of previous experience as a full-time public safety employee at another (or other) law enforcement agency (or agencies) plus time served at the Department will count toward years of service. Lateral employees are determined in accordance with Article 15.2 and to receive this benefit, the lateral employee must have at least three (3) consecutive years as a full-time public safety employee in a position similar to the position the employee is being hired for at the City of Hillsboro, as determined by the City.

12.2 Personal Leave (Professional Staff Only):

Regular full-time professional staff shall be credited with two personal leave days (eight (8) hours each) annually each January. Personal leave days may be taken at the employee's request with prior supervisory approval. Personal leave days:

- Can be taken in increments of one (1) hour;
- Are not an accrued benefit and are not banked;
- Are not paid out in cash at any time including at termination of employment;
- Must be taken within the same calendar year as credited;
- Will be pro-rated proportionally for part-time employees who are eligible for benefits;

12.3 Years of Service Defined.

Years of Service" is defined as that service unbroken by separation from the City and includes periods that an employee is on vacation, disability leave, sick leave, military duty for training in conjunction with the national guard or a reserve component of the armed forces, and other legally protected and/or City authorized leaves of absence. However, employees who are on an unpaid leave of absence will accrue vacation pay as follows:

- A. If an employee is on unpaid status for less than fifty percent (50%) of the hours they would be regularly scheduled to work during a pay period or is receiving worker's compensation time loss benefits, the employee will receive 100% of their vacation accrual for that pay period.
- B. If an employee is on unpaid status fifty percent (50%) or more of the hours they would be regularly scheduled to work during a pay period, the employee will receive 50% of their vacation accrual for that pay period.



#### 12.4 Scheduling.

Employees shall be responsible for planning, initiating requests for, and using vacation credit. Conflicts between employees concerning the scheduling of vacations will be resolved as set forth in Article 12.5.

#### 12.5 Vacation Preference.

##### A.

1. Preference in vacation scheduling shall be by classification seniority as defined in Article 15.1, and by shift, provided vacation requests are submitted at the first and/or second vacation priority bid.
2. An employee's preference rights shall not exceed four (4) weeks during the schedule period of January through December. Vacation priority bids may be for one block of four (4) weeks, or two blocks of up to a total of four (4) weeks.

##### B. Sworn Patrol Vacation Bid.

1. The first vacation priority bid requests for sworn patrol employees shall be submitted beginning October 1, for the calendar year beginning January 1. Sworn patrol employees who are bidding for the following year will each be assigned a twelve (12) hour period of time, in seniority order, during which they will be able to submit their vacation bid in Telestaff. If a sworn patrol employee is aware in advance that they will be unable to bid during their assigned twelve (12) hour time due to vacation or other absence, they may email their vacation bid request to the Administrative Support Supervisor or designee in advance. If a sworn patrol employee does not bid during their scheduled twelve (12) hour time or does not contact the Administrative Support Supervisor or designee in advance of their designated twelve (12) hour bid time, they will bid at the conclusion of the first vacation priority bid if they contact the Administrative Support Supervisor or designee prior to the conclusion of the first vacation priority bid and so long as their participation does not unduly delay the start of the second vacation priority bid.
2. The second vacation priority bid requests shall be submitted November 1 for the calendar year beginning January 1. Sworn patrol employees who are bidding for the following year will each be assigned a twelve (12) hour period of time, in seniority order, during which they will be able to submit their vacation bid in Telestaff. If a sworn patrol employee is aware in advance that they will be unable to bid during their assigned twelve (12) hour time due to vacation or other absence, they may email their vacation bid request to the Administrative Support Supervisor or designee in advance. If a sworn patrol employee does not bid during their scheduled twelve (12) hour time or does not contact the Administrative Support Supervisor or designee in advance of their designated twelve (12) hour bid time, they will bid at the conclusion of the second vacation priority bid if they contact the Administrative Support Supervisor or designee prior to the conclusion of the second vacation priority bid.

C. Vacation Bid – Positions Outside Sworn Patrol.

The first priority bid requests for positions outside of sworn patrol employees shall be submitted between October 1 and November 1 of each year for the calendar year beginning January 1. The second vacation priority bid requests shall be submitted between November 2 and December 2 of each year for the calendar year beginning January 1.

D. Sworn patrol schedule shift assignments will be posted at the completion of the bid and the vacation priority bid will be completed near the end of November. As a result of this, regular vacation requests for shifts from January 2 forward shall not be entered into Telestaff until the vacation priority bids are complete. Vacation request that are not priority bid for the following year may be entered into Telestaff for approval on a first-come first-served basis.

E. Vacations scheduled on a first-come, first-served basis must be scheduled by mutual consent of the employee and the City in regard to reasonable staffing requirements of the department. New employees assigned to teams shall schedule vacation with the approval of the team commander. Except in extenuating circumstances and special occasions on a non-precedent setting basis, non-priority bid vacations may be submitted at any time, and will be considered for final approval or denied not later than one hundred and twenty (120) days in advance, regardless of when the request is submitted.

12.6 Accrual Cap.

Vacation benefits shall not accrue for any employee in excess of double that employee's annual accrual.

12.7 Payment of Accrual.

Upon separation of an employee for any reason, or in the event of death of an employee, the employee, or the estate of the employee, shall be paid a lump sum for all earned but unused vacation benefits.

## **ARTICLE 13 – HOLIDAYS**

13.1 Sworn Employees.

A. Sworn employees of the bargaining unit shall accrue time off for holidays, at the rate of nine and one-third (9.33) hours per month, for a total of one hundred twelve (112) hours per year. Such holiday time off shall be taken within the calendar year in which it is earned or the balance as of December 31 shall be paid as part of the December payroll, which may include the first pay period in January. Upon termination of an employee for any reason, or in the event of death of an employee, the employee, or the estate of the employee shall be paid a lump sum for all earned but unused holiday time off.

B. Employees whose work shift starts on a holiday will be paid at the overtime rate for the entire shift. "Holiday" refers to the holidays listed in Article 13.2.

- C. Sworn non-patrol employees who choose to work on a holiday must give the City seven (7) days advanced notice that they desire to work on the upcoming holiday, and may be required by the City to come to work in a patrol uniform, and at the City's discretion may be assigned to work patrol during their work hours.

13.2 Professional Employees.

- A. The following days shall be recognized and observed as paid holidays for professional members of members of the bargaining unit:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day
- Christmas Day (December 25)

If the work shift starts on the holiday, then the employee will be paid the entire shift at the overtime rate.

- B. A professional employee whose scheduled day off falls on a holiday shall receive a delayed holiday with pay to be taken at the mutual convenience of the employee and the City. Such holiday time off shall be taken within the calendar year in which it is earned. Holiday time not used by the end of the calendar year will not be paid. Exception: The Christmas date (December 25) must be used by the third Monday in January of the following year. Unused holidays are not cashed out at any time including upon termination of employment.
- C. A professional employee directed to work on a holiday shall receive a delayed holiday with pay to be taken at the mutual convenience of the employee and the City. Such holiday time off shall be taken within the calendar year in which it is earned. Holiday time not used by the end of the calendar year will not be paid. *Exception:* The Christmas date (December 25) must be used by the third Monday in January of the following year. Unused holidays are not cashed out at any time including upon termination of employment.
- D. Should a professional employee be on authorized leave when a holiday occurs, that holiday shall not be charged against that leave.
- E. Should a professional employee be directed to work on a recognized holiday, the employee shall be paid at the overtime rate. Holiday work opportunities will be bid within

the classification based on seniority, and if no one bids, then assigned in inverse order of seniority.

- F. A Records Unit employee whose regular shift occurs on a holiday as set forth in Article 13.2.A may request the shift off. The City reserves the right to determine staffing levels. Fourteen (14) days prior to the holiday, the City will approve or deny any requests to take the upcoming holiday off.

In the event all of the Records Unit ~~Division~~ employees on a particular shift want to be off work on a holiday, the least senior Records Unit ~~Division~~ employee who is scheduled to work that shift will be required to work. If a Records Unit employee requests the holiday off after the fourteenth (14<sup>th</sup>) day prior to the holiday, that request will only be approved if staffing allows, regardless of the employee's seniority over any other Records employee with approved holiday time off.

- G. In the event professional employees work a holiday listed in Section 13.2.A as part of their regularly scheduled shift and, on the holiday the professional employee is allowed to end their work shift early, the professional employee shall receive delayed holiday equal to their actual hours worked on the holiday. The hours of the holiday not worked (to make up a full work shift) will be compensated as holiday day used.
- H. If a non-sworn employee is regularly assigned to work a ten (10) hours shift and does not work on a holiday the non-sworn employee will have ten (10) hours holiday pay accrued/credited on the time sheet to keep them whole for the pay period in which the holiday occurred.

## **ARTICLE 14 - PERSONNEL FILE**

### **14.1 Employee Review.**

Each current employee shall have the right, upon request, to review and obtain, at the expense of the employee, a copy of the employee's personnel file and all files, except ongoing investigation files, related to the employee. The City may waive copying charges at the City's discretion. The Association shall be furnished a copy of the files or any portion of the files at no expense to the Association, when and to the extent that the file information is relevant to issues of contract or grievance administration. Medical records will be disclosed by the City only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee. However, records compiled prior to the date of employment of the employee, may not be withheld from disclosure to the Association or the employee when the City intends to use such records adversely in an action related to the employee.

- A. The City maintains the official personnel file in Human Resources. To review this file, an employee must contact the Human Resources Department and schedule a time to inspect the file.

- B. The Police Department maintains a supervisory file, which is kept electronically on the City network or in hard copy. This file contains miscellaneous information such as DPSST forms, commendations and thank you letters, employee evaluations, and supervisory information. The supervisory file is not the personnel file; however, employees will have access to their supervisory file to the same extent as their personnel file by contacting and making an appointment with the Administrative Support Supervisor.
- C. There should be nothing of which the employee is not aware in either file.
- D. An employee or the Association, with the employee's concurrence, may request to have information removed from an employee's personnel and supervisory file. Such a request shall be made in writing by the employee or the Association to the employee's immediate supervisor. The request will be reviewed and the employee or the Association notified of the decision. The City will maintain records in these files in accordance with Article 14.3 related to Records Retention.

#### 14.2 Employee Responses.

Each employee or the Association, on behalf of an employee, may respond in writing to any item placed in that employee's personnel file and that response shall become a part of the file.

#### 14.3 Records Retention.

- A. Counseling and warnings and any response written by the employee or the Association shall, upon request of the employee or the Association, be removed after twelve (12) months from the date the action is taken, provided there are no subsequent counseling or disciplinary actions about the same or similar issues taken during the twelve (12) month period following the date the action was taken. Written reprimands and any response written by the employee or the Association shall, upon request of the employee or the Association, be removed after three (3) years from the date the action is taken, provided there are no subsequent disciplinary actions about the same or similar issues taken during the three (3) year period following the date the action was taken.
- B. All other disciplinary documents may become a permanent record in the personnel file. However, any such document may be removed from that file by mutual written consent of the Police Chief and the affected employee or the Association with the employee's concurrence. A copy of any record removed from an employee's personnel or supervisory file(s) will be provided to the employee at no expense to the employee or the Association. The copy of the removed file(s) provided to the employee will indicate on each page that it is "removed from file". Any record removed from the personnel file may be maintained in a separate system of records.
- C. Documents removed from an employee's personnel file will not be used by the City against an employee for the purpose of progressive discipline. However, documents removed from an employee's personnel file may be used by the City or Association in arbitration, administrative and/or court proceedings for the purpose of establishing the

employee's knowledge or lack of knowledge of a standard or expectation, and to defend the City or HPOA from legal claims.

- D. In accordance with ORS 243.698, during the term of this Agreement, the City may propose to change the policy related to retaining disciplinary documents and investigatory materials leading to disciplinary action.

14.4 Employee Right to Read and Duty to Sign.

Employees shall be given the opportunity to read and sign any written material pertaining to evaluation, performance, or disciplinary actions prior to such information being placed in their official personnel file. Signing does not necessarily indicate agreement. If an employee refuses to sign, the City shall document the refusal with the signature of the presenter and the signature of a witness attesting to the refusal.

14.5 When provided for by PECBA, upon written authorization from an employee, or when the Association has provided a reasonable basis for needing copies of an/or access to employee information as set forth in this Article, the Association shall be granted access to and copies of an employee's personnel file and/or supervisory files.

## **ARTICLE 15 - SENIORITY AND PROBATIONARY PERIOD**

15.1 Seniority Defined.

Except as set forth in Section 15.5 below, and/or Section 29.5 K (related to 1049's), seniority shall be defined as the length of an employee's continuous service within the bargaining unit since that employee's last date of hire.

Seniority within the classification shall mean the length of an employee's service in the classification in the Police Department of the City.

Except as set forth in Section 15.5, regardless of whether an employee remains continuously employed by the Department and/or the City, an employee's bargaining unit seniority will cease in accordance with Section 15.8 below.

15.2 Probation and Seniority Accrual—New/Lateral Hires.

- a. A professional employee shall attain seniority after twelve (12) continuous months of employment in the bargaining unit.
- b. A lateral DPSST certifiable officer or newly hired sworn employee having a Career Officer Development certificate shall attain seniority after twelve (12) continuous months of employment in the bargaining unit.
- c. A non-lateral sworn employee shall attain seniority after eighteen (18) continuous months of employment in the bargaining unit.

- d. During the period of probation as set forth in this Section 15.2, a new employee may be discharged at the sole discretion of the City without any reason or cause being shown without recourse to the grievance procedure.

### 15.3 Probation Upon Promotion.

Except as otherwise provided here, employees promoted to a different classification within the bargaining unit shall be subject to a six (6) month probationary period. Those employees failing to meet the promotional probationary period shall be returned to an available position in the employee's former classification within the bargaining unit without loss of seniority.

An employee who is promoted to a sworn position from a professional position remains probationary for eighteen (18) months from promotion; if such employee fails to complete probation, the employee will be treated as laid off and entitled to recall to available positions in the Department under the layoff and recall Article.

The return of an employee to the former classification during promotional probation is administrative and not discipline and is to be distinguished from a disciplinary demotion under Article 16. If an employee is returned to their former classification pursuant to section 15.3, it shall be without recourse under this agreement.

### 15.4 Seniority Lists.

The seniority list will be made available to the Association and bargaining unit employees electronically.

### 15.5 Seniority Reinstatement Following Resignation or Promotion out of the Bargaining Unit.

The following conditions will apply to the calculation of seniority for an employee who resigns, retires, receives a disciplinary demotion or is promoted out of the bargaining unit:

#### Resign or Retire.

- a. A non-probationary bargaining unit employee who voluntarily resigns ~~voluntarily~~ or retires from employment with the City and ~~chooses to~~ requests reinstatement within three hundred sixty-five (365) days of resignation or retirement may be granted reinstatement to a vacant and available position within the bargaining unit for which they are qualified at the discretion of the Chief. This person's bargaining unit seniority and classification seniority will be restored at fifty percent (50%) of the amount of seniority this person had when they left City employment.
- b. *Right of Retreat (less than or equal to 365 days).*  
A non-probationary bargaining unit employee who is promoted to a position outside of the bargaining unit and requests reinstatement within three hundred sixty-five (365) days of promotion may be granted reinstatement to a vacant and available position within the bargaining unit for which they are qualified at the discretion of the Chief. This person's bargaining unit seniority and classification seniority will be restored at one hundred percent (100%) of the amount of seniority this person had when they left the bargaining unit, less the time this person was out of the bargaining unit.



- c. *Right of Retreat (more than 365 days).*  
A non-probationary bargaining unit employee who is promoted to a position outside of the bargaining unit and requests reinstatement AFTER three hundred sixty-five (365) days of promotion may be granted reinstatement to a vacant and available position within the bargaining unit for which they are qualified at the discretion of the Chief. This person's bargaining unit seniority and classification seniority will be restored at fifty percent (50%) of the amount of seniority this person had when they left the bargaining unit, less the time this person was out of the bargaining unit.
- d. *Disciplinary Demotion.*  
A non-probationary employee who promoted out of the bargaining unit may be involuntarily returned to the bargaining unit as a result of a disciplinary demotion. This person's bargaining unit seniority and classification seniority will be restored at twenty-five percent (25%) of the amount of seniority this person had when they left the bargaining unit, less the time this person was out of the bargaining unit and less their probationary period time served.
- e. *Mutual Agreement Option.*  
Nothing in this Section 15.5 shall preclude the City and HPOA from reaching an agreement to alter the seniority calculation for employees who are returned to the bargaining unit following a resignation, retirement, discipline or promotion, provided the City and HPOA mutually agree that the circumstances warrant such a recalculation. All such agreements must be in writing and signed by the parties.
- f. *No Obligation to Fill Position.*  
This Section 15.5 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 or accommodation for bargaining unit seniority and classification seniority under this Section 15.5 more than once for the same classification.

#### 15.6 Layoff Procedure.

In the event of 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 the employee in that classification who has the lowest bargaining unit seniority.

#### 15.7 Recall Procedure.

- a. An employee in the bargaining unit who has been laid off will be recalled in inverse order of layoff for any vacancy within the bargaining unit for which the employee is qualified.
- b. Bargaining unit employees shall retain recall rights for twenty-four (24) months from date of layoff.
- c. Bargaining unit employees recalled by the City shall be reinstated with the bargaining unit and classification seniority rights accumulated as to the date of their layoff.



- d. Recall notices shall be sent by the City via email and Regular First Class U.S. Mail, to the last email and physical mailing addresses provided by the laid off bargaining unit employee to the City. (Laid off bargaining unit employees shall be responsible for keeping the City updated on any changes to their mailing or email addresses.) Any laid off bargaining unit employee who is recalled by the City shall have fifteen (15) calendar days from receipt of recall notice email from the City, or twenty (20) days from the mailing of the recall notice, whichever is greater, in which to accept the recall and an additional ten (10) calendar days from the date of the bargaining unit employee's acceptance to report for reemployment.
- e. Return of the City sent recall notices as undeliverable via both email and mail because the bargaining unit employee has moved and changed their email address without notifying the City may be deemed by the City to constitute rejection of the recall assignment.
- f. A laid off bargaining unit employee who is recalled by the City and who rejects the-recall shall relinquish all rights provided for within this Agreement.

#### 15.8 Loss of Seniority.

An employee shall lose all bargaining unit seniority and classification seniority and the employment relationship will be separated if any of the following events occur:

- a. Voluntary resignation from employment with the City, except as set forth in Section 15.5 or retirement as set forth in Article 25;
- b. Promotion out of the bargaining unit, except as provided in Section 15.5;
- c. Discharge of a regular employee for just cause or discharge of an employee who is on initial probation at will;
- d. Layoff for more than twenty-four (24) consecutive months (However, employees shall not accrue seniority while on layoff.);
- e. Failure to respond to a recall notice and otherwise in accordance with Section 15.7 above;
- f. Failure to report for work upon expiration of an authorized leave of absence;
- g. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
- h. Failure to return from military leave in accordance with applicable law.

## ARTICLE 16 - DISCIPLINE AND DISCHARGE

### 16.1 Disciplinary Measures.

- A. Disciplinary action shall be for just cause or for a probationary employee the disciplinary standard set forth in Section 15.2 of this Agreement. However, since the Association bargaining unit is a mixed unit of sworn and non-sworn employees, the definition and application of just cause for sworn law enforcement officers is as set forth in ORS 131.930, 243.808, 243.809, and rules adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (per ORS 243.812), and other applicable law. Discipline includes the following steps and shall normally be progressive but the disciplinary process may be entered into at any step depending on the severity of the incident causing the disciplinary action.
1. Written reprimand;
  2. Reduction in pay;
  3. Suspension without pay;
  4. Demotion;
  5. Discharge.
- B. The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.
- C. Counseling memorandum over one (1) year old shall not be a basis for progressive disciplinary action(s) but may be used to support the “just cause” tenet of “notice.” Counseling is not subject to grievance beyond Step 2.

### 16.2 Due Process.

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or their designee. If the essential facts, which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to a counseling memorandum or written reprimand, which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

### 16.3 Avoidance of Embarrassment.

If the Chief or designee has reason to discipline an employee the Chief 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.

16.4 Association Representation in Interview and Discipline 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.

16.5 General Procedures.

A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or discharge will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
2. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time (See Appendix B which is an example); the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.
3. When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of or aggravation of difficult circumstances in the work place or in the City's relationship with a victim or when the City can provide a good faith basis that release of information would jeopardize the integrity of the investigation. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.
4. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not normally delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which no more than a counseling may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has

developed, the employee will be allowed up to twenty-four (24) hours to obtain a representative to be present at the interview.

5. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
6. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
7. Employees will be directed to answer any questions specifically involving the non-criminal matter(s) 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 including a Garrity notice in the event the investigation involves criminal matter(s).
8. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
9. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the incident(s) which are the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
10. The City shall record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined at a step higher than written reprimand, the recording shall be transcribed by the City and the employee and the Association shall be provided a copy.
11. Interviews and investigations shall be concluded without unreasonable delay.
12. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within one (1) year from discovery by the City of the basis of discipline. If not, the employee will be exonerated of all charges.

- B. Use of Deadly Force Situations. Employees 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 force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement or preclude the obtaining of information deemed necessary to preserve evidence, protect lives and/or apprehend suspects.
- C. Section 16.5 shall not apply to a criminal investigation conducted by another law enforcement agency. This Section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.
- D. Waiver of Rights. An employee who has received written notice that they are the subject of an investigation pursuant to Section 16.5.A above, may elect to waive their contractual and/or procedural rights as set forth in Section 16.5.A and Section 16 or as set forth in HPD/COH policy. Prior to executing the written waiver, the employee and/or the Association shall receive a written offer of discipline regarding the alleged misconduct. Prior to acceptance of the offered discipline the employee and the Association must execute a written waiver form agreeing to accept the offered discipline without the possibility of a grievance and/or appeal. Such waiver must be in writing, must be done in presence of an Association representative and must be done with the written concurrence of both the Chief or designee and the Association President or designee. Garrity rights and Weingarten rights will NOT be waived.
- E. Allegations related to truthfulness are not eligible for the Section 16.5.D waiver and may be investigated as a new allegation regardless of any prior Section 16.5.D agreement.

## **ARTICLE 17 - GRIEVANCE PROCEDURES**

### **17.1 Procedure.**

- A. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence as set forth below:
- B. Step 1. Except as set forth below, within fifteen (15) calendar days immediately following the date the employee had or should have had knowledge of the issue, whichever date is earlier, the employee and the Association shall make a good faith attempt to resolve the dispute informally with their immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within fifteen (15) calendar days of their discussion with the employee and/or the Association in accordance with PECBA. If the issue remains unresolved, the Association may present a grievance, in writing, to the Chief or Chief's designee(s) within fifteen (15) calendar days immediately following the supervisor's response. At this and each subsequent step of

the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
  - (b) the section(s) of this Agreement alleged to have been violated;
  - (c) the remedy sought;
  - (d) the name and signature of the individual(s) submitting the grievance.
- C. When the issue raised is whether an employee was economically disciplined or discharged in violation of this Agreement or when the issue(s) raised includes interpretation of this Agreement, the requirement that the issue be informally discussed with the employee's immediate supervisor is waived. In such event, the employee or the Association must submit a written grievance, which addresses (a) through (d) above, directly to the Chief or Chief's designee(s). The grievance must be filed ~~be~~ within fifteen (15) calendar days of the date the employee was notified of such disciplinary action or, in the case of contract interpretation issues, within fifteen (15) calendar days of the date the employee knew or should have known of the issue, whichever is earlier.
- D. Step 2. Within fifteen (15) calendar days of receipt of the grievance, the Chief or Chief's designee(s) will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within fifteen (15) calendar days of the receipt of the grievance. The Chief or the Chief's his designee(s) shall render a written decision within fifteen (15) calendar days following the meeting.
- E. Step 3. If the grievance remains unresolved, within fifteen (15) calendar days of receipt of the written Step 2 decision, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why the Association is proceeding with the grievance in light of the Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) calendar days of receipt of the Step 3 grievance.
- F. Step 4 (Arbitration). If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City's legal counsel or designee within fifteen calendar days following the date the City Manager's response is due or received, whichever is earlier. Except as otherwise specified below or otherwise provided by applicable law, the sections below shall apply to all grievances whether involving law enforcement officers (as defined by ORS 131.930), non-sworn employees or contract interpretation disputes.



17.2 Arbitrator Selection.

- A. The parties may mutually agree upon an arbitrator if the grievance does not involve discipline or discharge of a law enforcement officer. In the event no agreement is reached as to the selection of an arbitrator, the Association shall submit a written request to the Oregon Employment Relations Board for a list of seven (7) arbitrators. A copy of the Association's request shall be provided to the City's legal counsel. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall be alternated until only one (1) name remains. The remaining name shall be the arbitrator.
- B. For grievances involving discipline or discharge of a law enforcement officer, the arbitrator selection process shall be in accordance with ORS 243.808.

17.3 Arbitrator Authority.

For all grievances, the arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement per its terms and subject to PECBA, ORS 243.706, 243.808-.809, the rules adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline as set forth in ORS 243.812 and other applicable laws. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

17.4 Arbitration Process and Procedures.

- A. Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena.
- B. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.
- C. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing or, in the event the parties submit post-hearing briefs, within thirty (30) calendar days of the submission of the post-hearing briefs, unless mutually extended by the parties and the arbitrator.
- D. As an alternative to 17.4.C. above, at the end of the evidentiary portion of the arbitration, the City and Association may agree to oral arguments in lieu of written closing briefs. The City and Association may also agree to have the arbitrator issue an oral bench decision. The bench decision shall be issued within a reasonable time after the conclusion of the hearing, not to exceed seven (7) calendar days, and shall be confirmed by the arbitrator in writing. The arbitrator's bench decision shall be electronically recorded as the formal record and decision associated with the arbitration.
- E. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or as otherwise apportioned by the arbitrator.

#### 17.5 Time Limits.

All parties subject to these procedures shall be bound by the time limits outlined in this Article. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived.

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits outlined in this Article.

### **ARTICLE 18 - COMPLAINT PROCESSING PROCEDURES**

#### 18.1 Complaint Processing.

The City shall maintain the complaint processing procedure which is in effect at the time of the signing of this Agreement. Any modifications to that procedure require prior written agreement with the Association.

#### 18.2 Risk Management Investigations.

- A. The City and Association recognize that certain acts or omissions committed by employees become the basis of threatened (e.g. tort claims notices, attorney demand letters, etc.) or actual lawsuits against employees, the City or both. It is in the interest of the parties to facilitate an early and objective review of such conduct in order to defend both the City and its employees from claims of liability.
- B. A non-disciplinary review hereinafter referred to as a "risk management investigation," may be initiated by the City of an event or employee action where there is a threatened or pending lawsuit. Risk management investigations are to be conducted under the direction of an attorney acting on behalf of the City for the purpose of giving legal advice to the City.
- C. The interview is not disciplinary in nature, and information obtained in the interview shall not become the basis for or be used in any disciplinary action against an employee, except as set forth in Section E, below. Information obtained in the interview may not be disclosed outside the risk management system, except in defending legal claims against the employee and the City, and/or as required by law. Information gathered is obtained for the attorneys representing the City to provide legal advice to the City. In the event that information is sought by persons outside the risk management system, it will be the City's position that such information is protected under the rules of attorney-client privilege.
- D. Interviews of involved employees conducted under this Article will be accomplished by persons from outside the Police Department. Members will cooperate fully with the City's risk management process and may have legal representation at the interview.
- E. The protections set forth in this Article do not protect employees from the consequences of making untruthful statements.

## ARTICLE 19 – WAGES AND SALARIES

### 19.1 Wages.

- A. Effective July 1, 2022, employees will receive an across-the-board increase of four (4%) percent. Effective July 1, 2022, employees will also receive a two percent (2.00%) wage adjustment.
- B. Effective the beginning of the ~~last~~ first pay period in FY 2023-24 starting ~~pay period~~ in June 2023, employees will receive an across-the-board increase of four percent (4%).
- C. Effective the beginning of the ~~last~~ first pay period in FY 2024-25 starting in June 2024, employees will receive an across-the-board increase of three percent (3%). Effective July 1, 2024, employees will also receive a one percent (1%) wage adjustment.

### 19.2 Rate of Pay.

Each PERS eligible employee shall be paid a base salary at one of the steps prescribed for the classification of that employee.

### 19.3 Beginning Salary.

- A. Normally an employee will be appointed or reinstated at the first step established for that classification. The City may make an appointment or reinstatement above the first step.
- B. The City will have discretion to offer lateral employee hires coming from public safety agencies who have served at least three (3) years in the same or similar position as determined by the City immediately before being hired as a lateral hire employee for the City, the equivalent salary step as if they had worked for the City for the same period of time as their previous public safety agency. The City will advise the Association of decisions made related to increased salary step placement for lateral hires in the bargaining unit.

### 19.4 First Year of Service.

A new employee or promoted employee is eligible for consideration for advancement to the next step for their classification at the beginning of the pay period following completion of one (1) year of service in that classification.

### 19.5 Additional Increases.

An employee is eligible for consideration for an additional increase at the end of twelve months continuous service following the last step increase received by that employee.

### 19.6 Step Increase Criterion.

Step increases for eligible employees will be considered with regard to demonstration of satisfactory work performance.

19.7 Bi-Lingual Pay.

Employees who are qualified by the department as bi-lingual in English and Spanish or Japanese, or a language spoken by over ten percent (10%) of City residents as documented by the most recent U. S. Census, will receive a monthly premium of five percent (5%) of their regular base pay.

19.8 DPSST Incentives.

Beginning on the first day of the pay period following award by DPSST of the certificate, the City will pay an incentive of eight percent (8%) to sworn officers who hold an advanced DPSST police officer certificate. The City will pay four percent (4%) to sworn officers who hold an intermediate DPSST police officer certificate. Advanced and Intermediate incentives are computed on base rate and are not cumulative.

19.9 Wage and Reimbursement Overpayment and Repayment.

In the event an employee is either overpaid or underpaid by the City, each party has an obligation to report the error to the other party as soon as it is discovered. The City and employee will work collaboratively to correct the error.

- A. Errors resulting in under payments to the employee will be repaid in full by the City on the next payday. If the amount of the underpayment results in an undue hardship for the employee, the employee may request a special check.
- B. Errors resulting in overpayments to the employee will be repaid by the employee to the City in one of following ways:
  - 1. The employee may elect to have the entire overpayment recouped from the next available payroll check following the discovery and verification of the overpayment; or
  - 2. The employee may elect to repay the overpayment in equal increments over the same number of pay periods in which the error occurred. For example, if an employee was overpaid by \$100 per pay period for five (5) pay periods, the employee may repay \$100 per pay period during the next five (5) pay periods after the error is discovered.

19.10 Deferred Compensation.

All employees are eligible to participate in a voluntary deferred compensation program offered by the City.

Effective January 1, 2023, in accordance with plan requirements, employees who elect and contribute a minimum of 1% of their base salary per pay period into a City administered 457 Plan are eligible to receive a 1% employer match of their base salary per pay period. The match will be placed into a 401(a) deferred compensation plan each pay period as long as the employee contributes a minimum of 1% of their base salary per pay period into their deferred compensation plan.

Should an employee stop their minimum 1% contribution per pay period, the City's match will cease. Contributions less than the full stated percentages will not be eligible for a match.

## **ARTICLE 20 - EDUCATION REIMBURSEMENT AND TRAINING PLAN**

### **20.1 Education 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 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.

### **20.2 In-Service Training.**

In the interest of improving employee performance, productivity, or job knowledge, the City may, at its discretion, implement a training program known as the "Wednesday Plan." wherein members of the bargaining unit may be required to attend job related training classes on a scheduled periodic basis. The Association agrees to allow the City the latitude in scheduling of its personnel to maintain adequate coverage of the City and allow personnel to attend this training, which may include, but is not limited to, the recall of personnel to duty or to class with less than sixteen (16) hours interval between work shifts. The City will ensure that training is adequate to maintain DPSST certification.

### **20.3 Training Notices.**

The Police Department shall distribute electronically notices of education and training opportunities to the Secretary of the Association for placement on the Association bulletin board and/or dissemination to the members of the bargaining unit.

### **20.4 Records Training.**

The City shall provide safe and secure working locations and conditions for all Records Division/Evidence Control employees. The City shall provide training at least once every twelve (12) months to all professional employees who are exposed to drug, firearm and weapon evidence in their positions.

## **ARTICLE 21 - SPECIAL ASSIGNMENT PAY**

21.1 Employees assigned as Motorcycle Officer, Tactical Negotiations Team (TNT), Crisis Negotiations Unit (CNU), Crisis Intervention Team (CIT) and Senior Records Specialist will receive a pay differential of five percent (5%) of their base salary. Motorcycle officers will continue to take their motors home until the City can provide an enclosed and secure area to garage their motors. At that point in time, the motors will be garaged by the City. Employees assigned to the Crash Analysis Reconstruction Team (CART) will receive a pay differential of five percent

(5%) for all hours worked while working in that capacity.

#### 21.2 Training Officers.

Employees assigned as full-time Force and Tactic Instructors (FTI) will receive a pay differential of five percent (5%) of their base salary for all hours worked. Employees assigned as Police Training Officers (PTO), Field Training Officers (FTO), and/or part-time FTIs will receive a pay differential of five percent (5%) of their base salary while working in that capacity. Time worked in that capacity shall be in minimum blocks of four (4) hours.

#### 21.3 Canine Handlers.

- A. Canine training activities shall be conducted on-duty. Canine Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the dog off-duty. Employees who serve as Canine Handlers shall receive a pay differential of five percent (5%) of their base salary as compensation for caring for the dog while serving in that capacity.
- B. In addition, Canine Handlers will be relieved from duty for a total of thirty (30) minutes to be taken at the beginning or end of each scheduled shift (generally this will be taken at the end of each shift) to care for the dog, thereby reducing the amount of off-duty time spent for the care of the dog. If a Canine Handler is not able to care for the dog during a work shift, the Canine Handler will be compensated thirty (30) minutes to care for the dog at the applicable overtime rate. Canine Handlers will also be granted thirty (30) minutes on each of their regularly scheduled days off to care for the dog, payable at applicable overtime rates. Canine Handlers will not be granted thirty (30) minutes a day when they are not physically caring for the dog (i.e. when the dog is kenneled or being cared for by a third party).
- C. The parties intend to compensate for the off-duty care, feeding and grooming of the dog at the employee's applicable overtime rate. The parties have evaluated the time needed for care for the dog and have determined that not more than forty-five (45) minutes a day are required to care for the dog. The parties agree that the above pay differential and time allotted for on-duty and off-duty care for the dog fully compensates Canine Handlers for the time required to care for the dog. However, additional on-duty or off-duty time may be granted with approval from the Canine Handler's supervisor.
- D. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.
- E. Canine Handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime.

#### 21.4 Investigators and School Resource Officers.

Officers regularly assigned to the Investigations Division or as a School Resource Officer shall receive a pay differential of five percent (5%) of their base salary while working in that capacity. The Street Crimes Unit, Gang Enforcement Team, and/or WIN Drug Task Force are deemed a part of the Investigations Division for this purpose.



21.5 New Special Assignments.

In the event assignments created after the effective date of this Agreement involve duties and responsibilities not currently performed among the duties of police officers, the parties may bargain concerning additional sections to this Article upon demand by the Association.

21.6 Specialty Assignment pay is computed using base pay.

21.7 In the unlikely event an employee is concurrently assigned to two or more assignments that provide special assignment pay as set forth in Article 21, that employee will receive a maximum of ten percent (10%) of their base salary while in those assignments. Specifically, DPSST incentive pay and other add-to pays not listed in Article 21 are excluded from the cap.

21.8 Background investigations are the work of the Association. Non-investigative premium pay assignments outside of section 21.4 that are tasked with performing background investigations qualify for an additional five percent (5%) background investigator (BGI) pay premium when so engaged. (Examples would include K9, TNT, CIT, etc.)

21.9 Public Information Officer (PIO)

In its discretion, the City may select and assign a police officer the assignment of PIO which requires specialized skills, training and character. A police officer who has been assigned in writing as a PIO will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

When a police officer assigned to PIO is assigned in writing to be in "on call" status, they will be considered in "on call" status and shall be compensated each week with four (4) hours of pay at the rate of one and one-half (1 ½) times their base salary. The period of "on call" shall be from 8:00 a.m. Monday to 8:00 a.m. Monday. Section 6.15 does not apply to a police officer assigned as PIO.

## **ARTICLE 22 - UNIFORMS/CELL PHONE STIPENDS**

22.1 Uniforms-Patrol.

The City will provide the patrol uniforms for new officers who are assigned to the Patrol Division. Officers assigned to the Patrol Division who are presently employed shall be provided any replacements or additions to the present uniform, which may be required by the City. They will also be reimbursed for reasonable repairs for damages to uniforms, provided that such repairs are authorized in advance by the City.

22.2 Uniforms-Records.

The City will provide all uniform components required to be worn by Records personnel, and any additions or replacements as may be required by the City.

22.3 Clothing Allowance-Detectives.

- A. The City will provide a taxable clothing allowance of seven hundred and seventy-five dollars (\$775.00) per year for officers assigned to detectives or assigned to work in plain clothes who are required to be attired in professional business attire, plus one (1) pair of wash and wear coveralls; and two hundred dollars (\$200.00) per year for personnel assigned to the Street Crimes Unit, Gang Enforcement and WIN.
- B. Employees shall receive a prorated clothing allowance in the last paycheck of the month in which the assignment begins. Thereafter, employees shall receive their clothing allowance in the last paycheck of July.

22.4 Uniform Maintenance.

- A. If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or protective device shall be furnished to the employee by the City, except as provided in 22.5. The cost of repairing the uniform or protective clothing shall be paid by the City (including initial tailoring and repair).
- B. Cleaning shall be limited to uniform jackets, one (1) cleaning per year per employee, maximum. In addition, the City shall provide dry cleaning of “dry clean only” uniform items purchased by the City and issued to employees. Cleaning shall be limited based on reasonable necessity and in accordance with police department policy. Wash and wear uniforms shall be provided.
- C. All replacement costs for loss or damage to equipment will be the responsibility of the employee unless the equipment is lost or damaged as the result of work-related activity through no fault of the employee. With the exception of prescription glasses, reimbursement will be limited to one hundred dollars (\$100) per incident. In the event that the equipment lost or damaged is prescription glasses, the employee must submit an insurance and/or victim reparation claim. The City will reimburse the employee for all out-of-pocket replacement expense not covered by insurance. In the event the employee later receives victim reparation, all monies received up to the City’s reimbursement must be submitted to the City.

22.5 Alternative Protective Clothing Purchase Plan.

In lieu of the City providing required protective clothing, the City and the Association may mutually agree to a program which would allow the employee some latitude in choosing alternative protective clothing which would meet City standards.

22.6 Cell Phone Stipends.

- A. The City will issue City cell phones to HPOA represented employees in accordance with the Department’s Technology Communication Device Policy. In the event the City desires to change current policy related to City cell phones mid-term in the Agreement, the City

will provide notice to the Association and will bargain with the Association in accordance with ORS 243.698.

- B. In recognition of the amount of collaboration and work that the City and Association President engage in, the taxable cell phone stipend for the Association President will be seventy-five (\$75) per month.

## **ARTICLE 23 - TRAVEL PAY**

Whenever an employee is required to report to work for work at any location other than that employee's established place of work, or whenever an employee, as a part of regular work, is required to travel, that employee shall be paid for personal transportation at the current authorized City rate per mile and for other actual expenses or the current City rate, whichever is less. However, if a City vehicle is available and the employee chooses to use the employee's own vehicle, then no reimbursement for mileage traveled will be made by the City.

## **ARTICLE 24 - PHYSICAL FITNESS PROGRAM**

### 24.1 Aquatic Center Reimbursement.

In order to encourage physical fitness which is essential to performance, the City shall provide membership to the Shute Park Aquatic and Recreation Center (SHARC) or any fitness center owned and operated by the City, in addition to, reimbursement of an amount, not to exceed \$210 each fiscal year for any "Healthy Hillsboro" eligible benefit, or any eligible benefits of any successor program or benefit better than "Healthy Hillsboro." "Healthy Hillsboro" eligible benefits include gym memberships for employee and family, EAP, fitness classes, race entry fees, exercise equipment/fitness trackers, ergonomic workstations, personal training sessions, online streaming fitness classes, weight watchers, and yoga classes.

### 24.2 Fitness Testing.

The City may monitor fitness levels and implement required physical fitness testing, subject to bargaining the impact of the testing program.

24.3 With mutual agreement of the Chief or designee and the Association President or designee, the reimbursement amount set forth in Section 24.1 above may be alternatively used by an employee for a physical fitness program, so long as the employee can show proof of purchase and employee use of the alternative physical fitness program.

### 24.4 Voluntary Physical Fitness Incentive.

The parties recognize that physical fitness is beneficial to the health and well-being of officers, in addition to potentially reducing work-related injuries and occupational illnesses. A physical fitness incentive shall be as follows:

- A. Officers who have completed their probationary period will have two (2) opportunities with two (2) test dates per calendar year to complete the DPSST certified ORPAT course

with a passing time and earn a one-time per calendar year incentive bonus as outlined below in Section 24.4 (B). As an alternative means to ORPAT to receive the incentive bonus, officers who have completed their probationary period will also have two (2) opportunities to complete a one and a half mile distance run on a course identified by the City.

- B. Officers, who either successfully complete the ORPAT course in a time that is considered passing under the standards established by the DPSST at the time the test was taken or who successfully complete the distance run in a time that is considered passing under the standards established by the City at the time that the run was completed, will receive an annual fitness incentive bonus of \$500 for that calendar year. Officers will be eligible to receive the \$500 incentive bonus only once per calendar year, even if the officer successfully completes both the ORPAT and distance run in the same calendar year. The test and distance run will be offered twice per calendar year for the opportunity to receive a the one-time incentive bonus.
- C. ORPAT testing and the distance run is voluntary. Officers who are unable to take the ORPAT test or the distance run for any reason must wait until the next ORPAT courses or distance run are offered to qualify for the incentive(s) provided under 24.4(B).
- D. Officers who take the ORPAT test or the distance run during their on-duty time will be paid for such time. Officers who take the ORPAT or the distance run during their off-duty time will not be compensated for such time.
- E. Employees will not be considered “unfit for duty” solely because they did not pass the ORPAT test or the distance run. However, information revealed during the course of ORPAT test or the distance run may be relied upon to require further medical inquiry in the event the City has a good faith concern regarding whether an employee can perform essential job duties without a direct threat to their safety or the safety of another. Perspiration, redness, heavy breath and other signs of exertion alone will not be considered a good faith concern.

24.5 Once per calendar year, all employees, other than officers who successfully completed the ORPAT or the distance run per 24.4(B), are eligible for a bonus of one hundred (\$100) dollars if they submit to Human Resources evidence that they received an annual physical exam/health screen with their healthcare provider. The City is not privy to the results of the annual physical exam/health screen.

## **ARTICLE 25 - SAVINGS CLAUSE**

### **25.1 Savings.**

If any Article or Section of this Agreement or any amendment, or memorandum of agreement or understanding, associated to or with this Agreement, should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal or by law or regulation, the remainder of this Agreement shall not be affected. The parties shall promptly enter into PECBA negotiations pursuant to ORS

243.698 or any other applicable law, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### 25.2 FLSA Reliance.

Certain language in this Agreement has been agreed to as a result of understanding about the Federal Fair Labor Standards Act (FLSA) and its application to the bargaining unit. It is understood by all the parties that these changes are necessitated by the FLSA and the resultant federal regulations. The parties have relied in good faith on the FLSA, interpretive bulletins and cases, and have concluded that all terms and conditions of this Agreement affecting wages are in compliance with the FLSA.

### **ARTICLE 26 - PREVAILING RIGHTS**

Proposed changes in policies and practices that constitute mandatory subjects of bargaining shall be subject to bargaining upon request by the Association. The City will provide the Association with drafts of proposed policy revisions at a time when the Association can provide meaningful input. When the policy is staffed and developed the City will provide a copy to the Association and shall bargain upon request concerning the change (all mandatory subjects) in accordance with the procedure specified in the PECBA.

The City may establish and revise policy without bargaining in matters related to electronic communication.

### **ARTICLE 27 – LABOR-MANAGEMENT COMMITTEE**

The City and the Association shall establish a Labor-Management Committee to advance communications on matters of concern to either party. The purpose of the Labor-Management Committee is to foster improved communications, the sharing of information, and effective problem solving between the City and the Association. The Committee generally serves as an advisory rather than a decision-making body. The Committee shall meet periodically and shall consist of the members of the Department's command staff selected by the Chief and members of the Association's Executive Board selected by the Association President. Association counsel and the City's legal counsel, as well as representatives of Human Resources, may also attend as ex-officio members of the Committee. Employees will be permitted to attend on duty to the extent the employee's shift coincides with the meeting and shall not be entitled to overtime pay for attending.

### **ARTICLE 28 – LEGAL FEES**

The Association shall take steps as necessary to ensure that all represented employees of the bargaining unit, who are eligible, are enrolled as participants in Plan II of the Legal Defense Fund of the Peace Officers Research Association of California (PORAC).

During the first calendar week of December, March, June and September of each year the City and Association shall ascertain the amount due to PORAC for enrolling all bargaining unit represented

employees in coverage under Plan II for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of bargaining unit represented employees employed by the City on December 1, March 1, June 1 and September 1 times the current premium of no more than eight dollars (\$8.00) per covered employee per month for individual coverage, notwithstanding changes in staffing levels during individual calendar quarters. In the event the premiums for PORAC Plan II coverage increase during the term of this Agreement, the City agrees to pay the increased premium commencing on the subsequent December 1, March 1, June 1 or September 1 to a maximum of ten (\$10.00) dollars per represented employee per month.

The City shall pay to the Association the amount of calendar quarter premium costs for coverage in Plan II during the first half of each of the months referenced above in order to enable the Association to remit payment to PORAC by the end of the month.

The Association will be responsible for making payments on behalf of eligible participants. The City's obligation under this Article is limited to making payments as set forth above. The City bears no responsibility for ensuring that bargaining unit represented employees are properly enrolled in or covered by PORAC Plan II.

## **ARTICLE 29 – POST RETIREMENT WORK**

29.1 The Chief may authorize as he deems appropriate and within funding capability of the Department, positions for retired Hillsboro police employees and retirees from other law enforcement agencies who have retired in good standing. These employees will be referred to as 1049 Employees (1049).

29.2 The Chief will determine which positions are eligible for 1049 work assignments. As soon as practical, but no less than once each calendar year, the Chief will notify the Association President, in writing, as to which positions are eligible for 1049 work assignments. Employees hired to perform 1049 work assignments will generally not exceed twenty-four (24) months without prior written approval by the Chief and agreement of the Association President.

29.3 The Chief or designee will notify the Association President or designee when new 1049 positions become available, as well as when 1049 employees are hired for 1049 positions, and when a 1049 position ends.

29.4 Employees hired to perform 1049 work assignments are assigned to the Patrol Division and 1049 work can include: closed at screening 307s, sex offender registration, citizen walk-in contact, on-line reporting, front desk work when not filled by seniority bid or light duty or administrative reassignment. 1049s may also be used to utilized to fill shift vacancies as determined by the Chief or designee when a patrol shift is vacant or is needed to be filled and no regular full-time Association represented employee bids to fill the shift and/or is available to work the vacant patrol shift. 1049s may be used to supplement background investigations upon mutual agreement of the Chief and the Association. Additional 1049 work duties may be added upon mutual agreement of the Chief and the Association.



29.5 1049s are subject to the following terms and conditions of employment:

- A. To be considered for a 1049 position, the 1049 employee must meet the position requirements and apply for the position;
- B. The City will determine on-going training requirements and work with the 1049 to ensure those requirements are fulfilled;
- C. The hourly wage for any 1049 position will be approved by the Chief, and may be on a sliding scale based on the assigned duties of the 1049, not to exceed Step F for the equivalent full-time position based on the current Agreement between the City and the Association, excluding certification pay or any other incentive provided to full-time regular employees;
- D. Payment for working the 1049 positions will be specifically for the hours of the actual assignment as assigned by the supervisor and training mandated by the Department. 1049s are responsible for submitting their time worked in accordance with City policies and practices. Approved 1049 positions are not eligible for any extra-duty overtime or any additional pay as allowed by the Agreement between the City and the Association;
- E. 1049s 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;
- F. 1049 positions are strictly "at-will" and may not assert "just cause" rights or any right that is given or may be implied related to this Agreement. A 1049 may be dismissed or terminated from their assignment at any time by the City for any reason and without recourse;
- G. 1049s will not be eligible to continue to receive health and welfare benefits, except as otherwise provided pursuant to the provisions of the City's Part-Time Employee's Benefit Guide as in effect July 1, 2019, COBRA, PERS or as required by applicable law;
- H. 1049s will only be eligible for benefits as required by the State of Oregon and federal law. Any determination regarding potentially required benefits will be determined by the City, consistent with applicable law;
- I. 1049s will be represented by the Association and 1049 employees may choose to become or continue as members of the Association and authorize payments to the Association per Article 4 of this Agreement. The Association will determine the amount of monthly dues to be paid by a 1049;
- J. 1049s will not be used to routinely or permanently replace or displace regular Association positions and/or FTE's;
- K. 1049s will have no Association seniority and no seniority rights amongst other 1049s;

- L. In the event of any reduction in force that will result in elimination, layoff and/or reduction of sworn positions in the Department, all 1049 employees will be terminated before any regular Association represented employees are laid off.
- M. In the event the Chief decides to fill a 1049 position, the 1049 position will be filled first with a former Association represented employee who is selected at the discretion of the Chief. Second, if there are no former Association represented employees the Chief desires to select for the position, the Chief may fill the 1049 position with a non-represented former employee of the Department who is selected at the discretion of the Chief. Third, if there are no former Department employees the Chief desires to select for the 1049 position, the Department will conduct an open recruitment.

## **ARTICLE 30 – BRADY LIST REFERRAL**

30.1 The parties recognize that the United States Supreme Court has consistently found that prosecutors, prior to trial, have an affirmative duty to disclose evidence that is potentially exculpatory or may be used for impeachment purposes of witnesses testifying on behalf of the government. Some of the information that is being disclosed is about government witnesses, including law enforcement employees represented by the Association.

In turn, this means that law enforcement agencies, including the City of Hillsboro Police Department, must collect and document exculpatory and impeachment information discovered pursuant to administrative and criminal investigations and provide the same in a timely manner to the Washington County District Attorney's Office (WCDA), or any other prosecutor's office for a determination of whether it needs to be provided to a defendant pursuant to its *Brady* obligations.

30.2 An employee who is subject to additional defense disclosure and discovery by the Washington County District Attorney's Office (WCDA), or any other prosecutor's office, but continues to be used as a witness by the prosecution, will not be subject to any adverse personnel action based solely on such status.

If the WCDA or any other prosecutor's office determines that an employee will not be called as a witness, the employee will be separated from service for one or more of the following reasons: disciplinary termination, and/or administrative separation for inability to perform essential job functions.

This Section does not prohibit the City from taking disciplinary action or any other adverse personnel action (including a separation from employment due to inability to perform essential job functions) against an employee represented by the Association based on the underlying acts or omissions for which that employee's name was placed on a prosecutor-maintained list (described above), if the actions taken by the City otherwise conform to the rules and procedures related to discipline and discharge as set forth in this Agreement.

30.3 The Association President and employee will be notified by the City whenever a matter is referred to the WCDA, or any other prosecutor's office, for a formal *Brady* Review. The notification will include a summary of the facts and circumstances giving rise to the referral. Such notification may be delayed as to not jeopardize the integrity of any investigation or for other cause.

An employee and their Association representative will be given up to eight (8) hours on regular scheduled work time to meet with the WCDA's Office or any other prosecutor's office, related to the potential placement of the employee on the Brady list.

**ARTICLE 31 - TERM OF AGREEMENT**

- A. This Agreement shall be effective on July 1, 2022 or upon ratification of the bargaining unit and approval by the City Council, whichever occurs later, and, except as modified or amended, shall remain in full force and effect until June 30, 2025. This Agreement shall remain in full force and effect during the period of negotiations.
- B. This Agreement shall automatically reopen on November 1, 2024, for negotiation of a successor Agreement and the parties will meet for their first bargaining meeting for a successor CBA on or before January 10, 2025.


If the State of Oregon restructures the Oregon taxation system or significantly alters the allocation of State Shared Revenues, the City may request bargaining of economic articles to avoid layoffs and service reductions.

IT IS AGREED this 7<sup>th</sup> day of November, 2022.

For the City of Hillsboro

  
Robby Hammond, City Manager

For the Hillsboro Police Officers' Association

  
Anthony Johnson, President HPOA

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Jenny Marston  
Peck Rubanoff & Hatfield PC  
Of Attorneys for the City of Hillsboro

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Mark Makler  
Code 3 Law, LLP  
Of Attorneys for the Association

**APPENDIX A – WAGE SCHEDULE**

**Effective and retroactive to July 1, 2022**, employees will receive an across-the-board increase of 4%. Also effective July 1, 2022, employees will receive a 2% wage adjustment reflected in the table below:

**FY 2022-23**

**Wages Shown Monthly**

<b>Job Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Police Officer	6221	6517	6823	7144	7479	7836
Digital Forensic Examiner	6138	6446	6767	7107	7462	7836
Law Enforcement Analyst	6017	6318	6635	6967	7313	7679
Police Interpreter	5206	5469	5740	6027	6329	6645
Police Program Specialist	5206	5469	5740	6027	6329	6645
Code Compliance Officer	5201	5457	5735	6020	6320	6631
Police Evidence Technician	4997	5240	5504	5778	6066	6371
Police Fleet Coordinator	4997	5240	5504	5778	6066	6371
Police Lead Records Specialist	4698	4922	5170	5429	5698	5987
Police Records Specialist	4351	4569	4794	5037	5286	5553
Police Administrative Support Specialist	4223	4433	4651	4886	5127	5390
Parking Enforcement Agent	3702	3885	4082	4286	4502	4725

Effective July 1, 2023  
 4% Increase

FY 2023-24

Wages Shown Monthly

<b>Job Classification Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Police Officer	6470	6778	7096	7430	7778	8149
Digital Forensic Examiner	6384	6704	7038	7391	7760	8149
Law Enforcement Analyst	6258	6571	6900	7246	7606	7986
Police Interpreter	5414	5688	5970	6268	6582	6911
Police Program Specialist	5414	5688	5970	6268	6582	6911
Code Compliance Officer	5409	5675	5964	6261	6573	6896
Police Evidence Technician	5197	5450	5724	6009	6309	6626
Police Fleet Coordinator	5197	5450	5724	6009	6309	6626
Police Lead Records Specialist	4886	5119	5377	5646	5926	6226
Police Records Specialist	4525	4752	4986	5238	5497	5775
Police Administrative Support Specialist	4392	4610	4837	5081	5332	5606
Parking Enforcement Agent	3850	4040	4245	4457	4682	4914

Effective July 1, 2024  
4% Increase

FY 2024-25

Wages Shown Monthly

Job Classification Title	Step A	Step B	Step C	Step D	Step E	Step F
Police Officer	6729	7049	7380	7727	8089	8475
Digital Forensic Examiner	6639	6972	7320	7687	8070	8475
Law Enforcement Analyst	6508	6834	7176	7536	7910	8305
Police Interpreter	5631	5916	6209	6519	6845	7187
Police Program Specialist	5631	5916	6209	6519	6845	7187
Code Compliance Officer	5625	5902	6203	6511	6836	7172
Police Evidence Technician	5405	5668	5953	6249	6561	6891
Police Fleet Coordinator	5405	5668	5953	6249	6561	6891
Police Lead Records Specialist	5081	5324	5592	5872	6163	6475
Police Records Specialist	4706	4942	5185	5448	5717	6006
Police Administrative Support Specialist	4568	4794	5030	5284	5545	5830
Parking Enforcement Agent	4004	4202	4415	4635	4869	5111



## APPENDIX B – NOTICE EXAMPLE

### CITY OF HILLSBORO - POLICE DEPARTMENT

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#### MEMORANDUM

**DATE:**

**TO:** Officer.

**CC:** , HPOA Representative

**FROM:** Lieutenant

**SUBJECT:** Internal Affairs Investigation number: #####.  
Internal Affairs Interview

This memorandum is written in accordance with Article 16.5, section A of the Hillsboro Police Officers' Association Collective Bargaining Agreement. This memorandum is intended to inform you and the Hillsboro Police Officers' Association that a formal Internal Affairs Investigation is commencing. This is also to inform you that you are the subject of this investigation.

Per the Collective Bargaining Agreement, and based on the information available at this time, you are informed that this investigation involves or is related to the following allegations, policies, procedures and laws:

**Policies, Procedures and/or Laws Involved:**

- Hillsboro Police Policy and Procedure Manual, Hillsboro Police Department Code of Conduct and Professional Ethics Standards, January 2000, sections:
  1. Cannon Two, subsection 2.2: Peace Officers shall truthfully, completely and impartially report, testify, and present evidence in all matters of an official nature.
  2. Cannon Four, subsection 4.8: Peace Officers shall not engage in any activity which would create a conflict of interest or would be in violation of any law.
  3. Cannon Four, subsection 4.9: Peace Officers shall at all times conduct themselves in a professional manner so as not to discredit their profession or the Department.
- Hillsboro Police Policy and Procedure Manual, General Order 2201, Accident Involving Department Vehicle.
- Oregon Revised Statute 811.700, Failure to Perform the Duties of a Driver When Property is Damaged.

## **Nature of Investigation and Specific Allegations:**

This investigation relates to an accident you were involved in on or about xxxxxx, between 00:07 and approximately 00:15. The alleged violations stem from your conduct during and after this incident.

The first issue under investigation is that you were engaged in a meeting for your personal social purposes with a female in a public parking lot while on duty. This meeting occurred at the Movies on TV theater parking lot at a time when patrons and theater employees were present.

The second issue under investigation is that during the course of this meeting, there was a collision between the Department vehicle that you were driving and the vehicle of the female that you were meeting. This collision resulted in damage to the Department vehicle. It is alleged that you failed to exchange vehicle information with the other involved person as required by Oregon Revised Statute 811.700. It is also alleged that you failed to follow Hillsboro Police Department General Order #2201, in that you did not notify dispatch of the collision and did not immediately notify a supervisor and request that the supervisor respond to the scene to investigate the damage. You and the other driver then left the scene, which precluded any investigation of the scene by a supervisor or outside agency.

The third issue under investigation involves the statements that you made to Sergeant xxxx after the collision. It is alleged that your initial statements to Sergeant xxxxxx about the circumstances of your activities at the Movie Theater were misleading and may have been untruthful. It is also alleged that you were not forthcoming when Sergeant xxxx met with you in his office after the collision, and that Sergeant xxxxxx had to ask pointed, direct questions to obtain all of the details about the incident. This conduct, if proven, would constitute a violation of our Cannons of ethics.

The final issue under investigation is that your use of department "on-duty time" to conduct personal social business with the female involved in this incident represents an ongoing pattern of poor decision making and unprofessional conduct that you have been verbally warned about and have been counseled in written form on at least occasions over the last 12 months.

## **Interview:**

This memorandum is also to advise you that you are directed to meet with Lieutenant xxxxxx and Lieutenant xxxxxx on Wednesday, xxxxxxxxxx, for a formal interview about the matters described above. This interview will take place at the Hillsboro Police Department XXXXXXXX Precinct. You have the option to consult with the Hillsboro Police Officers' Association before any interview and to have a representative with you during any interview.

You are advised that at this time you will be directed to truthfully and candidly respond to all questions put to you related to these matters, that you will be given Reverse Garrity warnings, that your failure to respond to questions as directed in a completely cooperative way will be regarded as a separate and independent basis for discipline, and that anything less than absolute truthfulness will constitute grounds for termination of your employment. The interview will be tape-recorded, and should a later need develop, a copy of the tape (or transcript) will be provided to you or to the HPOA.

APPENDIX C - PROFESSIONAL STAFF GRANT POSITIONS MOU



MEMORANDUM

**DATE:** January 30<sup>th</sup> 2020  
**TO:** Chief Jim Coleman  
**FROM:** Commander Mike Leader  
**SUBJECT:** Memorandum of Understanding between the City of Hillsboro and the Hillsboro Police Officers Association – Professional Staff Grant Positions

Grant funded positions.

The City recognizes Professional Staff Grant employees as Association employees under the terms of this Article. In the event grant-funded positions become City-funded positions, those positions will no longer be subject to this Article, but will be recognized as a Bargaining Unit classification per CBA Article 1.3.

Retirement.

Eligible employees working in a Professional Staff Grant Position contribute 6.0% of their pre-tax salary per pay period, and the City makes an employer contribution established by PERS regulations. Retirement benefits are allowed according to the regulations established by PERS/OPSRP.

Sick Leave Fold-In.

The City agrees to participate in the PERS sick leave fold-in conversion program. Sick leave accrual hours shall be reported to PERS and shall be taken into account for PERS fold-in purposes. The City shall have no obligation except to comply with CBA Article 10.2 to the extent that compliance is lawful under applicable law.

Domestic Violence Grant Positions.

The Chief of Police may authorize, as he deems appropriate, and within funding capability of the Department, full-time and part-time Domestic Violence Grant Positions.

As soon as practical, the Chief of Police will notify the Association President, in writing, as to which positions are grant funded, including the applicable job description(s), and the duration of the grant funding for the position(s). This includes any new grant positions.

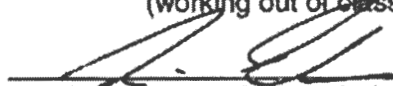
- A. The hourly wage for grant positions will be approved by the City, and may be on a sliding scale based on the assigned duties of the grant position and applicant experience, not to exceed Step F for the equivalent full-time position based on the current Agreement between the City and the Association.

**Police Department**


250 SE 10<sup>th</sup> Avenue, Hillsboro, Oregon 97123 Phone 503.681.6190 Fax 503.681.6260  
www.hillsboro-oregon.gov/Police



- B. Payment for working the grant positions will be specifically for the hours of the actual assignment as assigned by the supervisor and training mandated by the Department. Grant employees are responsible for submitting their time worked in accordance with City policies and practices. Approved grant positions are not eligible for any extra-duty overtime or any additional pay as allowed by the Agreement between the City and the Association.
- C. Grant 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;
- D. Grant employees are strictly "at-will" and may not assert "just-cause" rights or any right that is given or may be implied related to the CBA. A grant employee may be dismissed or terminated from their assignment at any time by the City for any reason and without recourse.
- E. Notwithstanding any other provision of this agreement or the CBA, grant employees will only be eligible for benefits as required by the State of Oregon or federal law. Any determination regarding potentially required benefits will be determined by the City, consistent with applicable law.
- F. Grant employees may elect to become or continue membership in the Association or may elect to authorize fair share payments to the Association per Article 4 of the CBA. The Association will determine the amount of monthly dues or fair share amount to be paid by a grant employee and will provide written notice to the City as to the amount of the Association dues or their fair share to be assessed to the grant employee.
- G. Grant employees will not be used to routinely or permanently replace or displace regular Association positions and/or FTE's.
- K. Grant employees will have no Association seniority and no seniority rights amongst other grant employees, including bumping rights under article 15.6 of the CBA. However, in the event a grant-funded position becomes a City-funded position and the same employee maintains that position, the seniority for that employee will be based on their original hire date for the grant position.
- L. In the event the City loses grant funding for an existing position that will result in the elimination and/or reduction of grant positions in the Department, the grant employees will be laid-off unless the City chooses to fund the positions.
- M. Grant employees are not eligible for premium pay except for article 5 of the CBA (working out of class).

  
 \_\_\_\_\_  
 Jim Coleman, Interim Chief of Police  
 HILLSBORO POLICE DEPARTMENT

Date: 02/06/2020

  
 \_\_\_\_\_  
 Denise Lemen-Sipp, President  
 HILLSBORO POLICE OFFICERS' ASSOCIATION

Date: 02/05/2020

**APPENDIX D – HEALTH PLAN SUMMARIES**

