

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TIGARD POLICE OFFICERS' ASSOCIATION**

**AND THE**

**CITY OF TIGARD**

**Expires: June 30, 2023**

**City of Tigard and TPOA - Expiration Date: June 30, 2023**

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## **PREAMBLE**

This contract entered between the City of Tigard, Oregon, hereinafter referred to as the “City,” and the Tigard Police Officers’ Association, hereinafter referred to as the “Association,” has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1 – RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit as set forth in Addendum A.

The City shall notify the Association of its decision to add any new classifications to the Police Department. If the City and the Association cannot agree whether a new position is supervisory, managerial, confidential, or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such a new position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled.

The bargaining unit shall consist of those classifications listed in Addendum A that are regular full-time employees and those employees within those classifications that are regularly scheduled to work 20 hours or more per week, excluding supervisory and confidential employees as defined by the Public Employees’ Collective Bargaining Act.

## **ARTICLE 2 – MAINTENANCE OF STATUS QUO**

The City shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining or the mandatory bargainable impacts, whether or not they are covered by this agreement, if the City intends to alter, change or modify such conditions.

In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide the Association President or designee with written notice of the proposed change. The Association shall have ten (10) days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746 by requesting a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike names and the last one (1) will be the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of their selection, or at such other time as the parties mutually agree.

## **ARTICLE 3 – CHECK OFF AND ASSOCIATION DUES**

### **3.1 Check-off**

The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City.

Authorization for payroll deductions of Association dues may be canceled by any employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the 1st day of the following month.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

### 3.2 Indemnification

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City resulting from any City action taken in good faith pursuant to the provisions of this Article.

## **ARTICLE 4 – EMPLOYEE RIGHTS**

### 4.1 Employee Organizations

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

### 4.2 Non-Discrimination

The City and the Association agree the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, labor organization affiliation, or political affiliation.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

The City administration and department heads 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 City's departments and its employees, determining services to be rendered, standards of service and

methods of operation, including subcontracting and the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge for cause; to determine job descriptions; determine work schedules, to establish performance standards, and assign work; and any other rights except as provided in Article 2 of this Agreement.

## **ARTICLE 6 – CITY SECURITY**

The Association agrees that during the term of this contract its membership will not participate in any strike against the City under any circumstances. For the purpose of this contract, the meaning of the word “strike” is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including discharge.

## **ARTICLE 7 – ASSOCIATION BUSINESS**

### **7.1 Association Business**

Up to four (4) members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the Chief of Police. When authorized in advance, up to two (2) representatives shall be granted time off without loss of regular pay for the purpose of meeting with City representatives. Employees may attend Association meetings on duty, subject to call, when authorized by the Chief of Police.

Association activities requiring the engagement of association representatives during their regularly scheduled work hours are permitted in accordance with ORS 243.798.

### **7.2 Contract Negotiations**

The Association’s negotiating team may be comprised of more than three (3) employees; provided however, that the City’s obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to three (3) individuals. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime.

The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

### 7.3 Special Conferences

Special conferences to discuss employment relations matters shall be arranged between the Association and the City or its designated representatives within a reasonable period of time after either party receives a request from the other party. 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 request to confer is made. The Association members shall not lose time or pay for time spent in such conferences.

Members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained. The maximum number of days to be paid by the City shall not exceed an aggregate of six (6) conference days per year. The City shall not pay for travel, lodging, or per diem expenses of the members attending the conferences.

## **ARTICLE 8 – GENERAL AND SPECIAL ORDERS**

The City will furnish the Association with copies of all general or special orders from within the Police Department promulgated during the term of this Agreement pertaining to wages, hours, and conditions of employment.

## **ARTICLE 9 – DEPARTMENT MANUAL AND CONTRACT**

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the Department Manual and a copy of this contract as provided by the Association for distribution.

## **ARTICLE 10 – BULLETIN BOARD**

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its postings to Association business. Only members of the bargaining unit may post or remove items on the Association bulletin board. In the event the City desires that an



item be removed, it will contact the Association with a request for such. The item will be removed if found inappropriate by the parties.

## **ARTICLE 11 – OUTSIDE EMPLOYMENT**

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief.

## **ARTICLE 12 – HOURS OF WORK**

### 12.1 Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven day calendar day period commencing midnight Sunday and ending midnight the following Sunday.

### 12.2 Work Schedule

A “work schedule,” consistent with the operating requirement of the City, shall be a 5-8, 4-10, 9-80, alternative work week, flexible, or part-time schedule as follows:

- (a) A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.
- (b) A “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- (c) A “9-80” work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5<sup>th</sup>) day.
- (d) The City and the Association may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.
- (e) A “flexible” work schedule shall be equal in total hours worked during the work week to that of a “5-8” employee, and unless otherwise agreed, shall have no

maximum or minimum number of work hours per day or workdays per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule. The parties agree that all Detective and Commercial Crimes Unit assignments shall be on a flexible work schedule. The determination of any additional assignments that are expected to work a flexible work schedule will be subject to bargaining between the City and the Association. In the event the parties are unable to reach agreement, such matters may be pursued through the mid-term bargaining procedures set forth in Article 2. Detectives and CCU shall not be removed from the on-call roster just because they have reached 40 hours worked in the workweek.

- (f) A variable work schedule will be applicable to special assignments for Gang Enforcement, Transit Police and Street Crimes Units. Section 12.6 (Work Schedules) and 13.4 (Shift Differential) are not applicable to employees in these assignments. Hours worked by these assignments will not be flexed for purposes of mandatory training, court appearances, the avoidance of the Safety Release as defined in Article 12.7 and the avoidance of overtime thresholds as defined in Sections 13.1 (daily overtime) and 13.3 (call back). When either of these shift assignments are changed within the respective units, the shift change shall be completed pursuant to Sections 25.3 (overtime waiver) and 25.4 (adjustment of schedule at rotation) of the agreement.
- (g) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.
- (h) These schedules shall include meal and rest periods as set forth in this article.

### 12.3 Work Day

The workday shall be a 24-hour period commencing at the start of the employee's regularly scheduled shift.

#### 12.4 Meal Period

Each employee covered by this agreement will be permitted a 30 minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

#### 12.5 Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each workday, to the extent consistent with operational or duty requirements.

#### 12.6 Work Schedules

An employee will normally be given adequate advance notice of any change in regular hours of work, except where an emergency exists. Notice will not be given less than two (2) weeks prior to the employee's change of work schedule, except where a change of schedule is for the purpose of the employee's voluntary training or for the purpose of adjusting the schedule of a probationary employee not released for solo status.

#### 12.7 Safety Release

Employees working sixteen or more hours in a twenty-four-hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their next consecutive scheduled shift off with pay. In such event, no deduction shall be made from the employee's leave. If employees are directed to work their next consecutive scheduled shift, they shall be paid at the rate of time and one-half for such shift. The twenty-four-hour period described herein shall commence at the start of the employee's regularly scheduled shift

Employees who do not receive eight (8) consecutive hours off either before or after a court appearance will receive sufficient administrative hours off with pay to equal eight (8) hours off. Employees working the graveyard shift, K-9 and night traffic car, who appear in court on the day before the start of the first day of their consecutive work days shall receive sufficient administrative hours off with pay to equal eight (8) consecutive hours off after their court appearance.

Employees assigned to any Detective assignment (including Narcotics and Metro Gang Enforcement) shall not be subject to Section 12.7.

## **ARTICLE 13 – OVERTIME AND PREMIUM PAY**

### 13.1 Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

- (a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any work day, and all work performed on a regularly scheduled day off.
- (b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any workday and all work performed on a regularly scheduled day off.
- (c) Employees assigned to a 9-80 schedule (consisting of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day) receive overtime for work time required outside their regularly scheduled work day hours (9 or 8 based on the day within the schedule) and for any work required to be performed on their regularly scheduled days off. For FLSA purposes, the work week begins at the halfway point of the eight-(8) hour day and runs for seven (7) calendar days, establishing each week as a forty (40) hour work week.
- (d) All work in excess of forty (40) hours in a work week; however the Basic Academy Recruit Assignment (BARA) overtime shall be based on all hours in excess of eighty (80) hours in a pay period, consistent with a 14-day work period in accordance with a 7(k) exemption under FLSA.
  - (i) While employees are in BARA, sections (a) and (b) above shall not be applicable and call-back and other provisions of this article shall not apply, except when on BARA and required to work beyond five (5) consecutive days in a week, a sixth (6<sup>th</sup>) work day without a day off.
  - (ii) BARA will run for up to one week in advance of the start of an employee's Basic Academy and up to one week following the successful graduation from

Basic Academy, dependent upon how the pay periods fall relative to the employee's academy start date.

- (iii) Employees will not transition into or out of BARA and the 80-hour 7(k) exemption schedule except at the start of a pay period.

During shift rotation, only the daily overtime threshold (work over eight (8) or ten (10) hours in a day) of Article 13.1 will apply and overtime otherwise will be governed by Article 25, Section 25.3.

All overtime pay shall be computed to the nearest one quarter (1/4) hour. Paid compensatory time off and all other paid time off, unless otherwise specified in this agreement, shall be counted as hours worked for purposes of determining overtime compensation. All non-paid time off shall not be counted as hours worked for purposes of determining overtime compensation.

### 13.2 Form of Compensation

The employee may elect to be compensated for all overtime in cash, or to accrue compensatory time to the extent such is allowed by law, to a maximum accrued balance of sixty (60) hours, with the remainder to be paid in cash. Compensatory time off requests shall be treated consistently with all other time off requests. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act.

Employees may contribute unused compensatory time to a bank which shall be maintained as an Association leave bank to be utilized by representatives of the Association to conduct business. The Association leave bank may contain no more than 200 hours of accumulated leave at any one time, and shall be accessed only when authorized by the Association. Leave from this bank of time will be scheduled by mutual agreement.

### 13.3 Callback

Authorized court and call-back overtime shall be compensated at the below minimums:

- (a) On a Scheduled Work Day: Three (3) hours (either overtime pay or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), but this minimum shall not apply if the court or call-back assignment

begins one (1) hour or less before the start or after the end of the employee's regular shift.

- (b) On a Scheduled Day Off: Four (4) hours (either overtime or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), scheduled days off include scheduled leave days, provided the employee complies with current court notification procedures.

For purposes of this Section, court time starts from the Police Department unless the employee goes directly to court from home, in which case the time starts from the employee's arrival at court. As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on call-back until finally released for the day by the court. Employees traveling to Washington County Court from the Police Department will have the start time begin one hour prior to the scheduled court appearance.

The parties agree that employees working in Detective and CCU assignments shall be eligible for call-back pay under the foregoing provisions, despite the fact that such employees are on a flexible work schedule in accordance with Section 12.2(d), above. For Detectives and CCU, the end of their "regular shift" shall be the time they left work on a particular day. The start of their "regular shift" shall be the time they were scheduled to come in on a particular day.

#### 13.4 Court Cancellation

An employee subpoenaed for court, who is not notified of a cancellation (meaning employee called the court docket line by 8:00 p.m., but after 5:00 p.m., with no indication of cancellation and was not notified otherwise via the phone number and/or email they provided) on or before 8:00 p.m. of the evening prior, is entitled to two (2) hours of overtime, unless covered by Section 13.3. This applies to any member of the bargaining unit not on a flexible work schedule.

#### 13.5 Shift Differential

Any member of the bargaining unit who has been employed at least one (1) year and who is required to work two (2) or more different shifts within a normal work week shall be

compensated with two (2) hours of overtime for that week. This differential shall not apply when the above occurs as a result of mutual agreement between members of the bargaining unit for their own personal benefit. A person who has been employed at least six months but less than one year shall be entitled to shift differential if adjusted for purposes other than training.

#### 13.6 Phone Calls While Off Duty

If an employee receives a phone call from a supervisor while off duty that is related to their work for the City, the employee shall be paid for the actual time spent on the phone, provided the phone call lasts seven-and-a-half (7 ½) minutes or longer. Such calls that last less than seven-and-a-half (7 ½) minutes shall be considered *de minimus* and will not be compensated.

#### 13.7 No Pyramiding

The City shall not be required to pay twice for the same hours.

### **ARTICLE 14 – HOLIDAY COMPENSATION**

In lieu of holidays off, each full-time employee shall be credited with eight (8) hours of holiday time or cash, at the option of the employee, for each month worked. If the employee elects to receive holiday time, such time off shall be credited to their vacation/holiday account. Part-time employees shall receive a prorated holiday time credit on a prorated basis to that of a forty (40) hour employee.

Within 30 days of the dates specified herein, employees will be required to advise the City what portion of their holiday time is to be converted to their vacation/holiday account and/or paid monthly or on the dates specified below. If an employee elects to have a portion of their holiday hours paid, such payment shall be made on December 1 and/or June 1 of each year and shall not exceed 48 hours on either date. The City will provide employees with a selection form and each employee will be required to make a selection and return the form within the time period described in this section. Employees electing to take such payment may also elect to have the payment made to their deferred compensation account, through the current method of completing the proper forms, so long as the amount does not place them above the Federal maximum for the calendar year.

## ARTICLE 15 – VACATIONS

### 15.1 Accrual

Vacations shall accrue as follows:

Years of Continuous Service	Monthly Accrued Rate	Annual Hours	Equivalent Accrual Days
0-60 months/0-5 yrs	8 hours	96	12
61-120 months/5-10 yrs	10 hours	120	15
121-180 months/10-15 yrs	12 hours	144	18
180-240 months /15-20 yrs	13 1/2 hours	162	20.25
Over 240 months/Over 20 yrs	16.0 hours	192	24

Notwithstanding the above specified rates of vacation accrual, no employee shall be allowed to accumulate vacation/holiday in excess of 280 hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday so they are not denied accrual of additional vacation. If an employee is unable to take vacation, the cap will float up to a maximum of 300 hours, only if the employee has submitted a memo to their supervisor, prior to reaching 280 hours, that includes a plan for how/when they will reduce their balance back safely below the 280-hour cap. If then, the employee is unable to keep the plan due to the operational needs of the department, they may make arrangements with the Chief to exceed the maximum accrual specified above, so long as a revised plan for reduction is prepared that will reduce the balance safely below the 280-hour cap within a reasonable period of time. No employee shall be allowed to exceed the maximum accrual of 280 hours for more than a four-month total period.

Accrued vacation shall be credited as earned vacation for each month of service. Part-time employees shall be credited with earned vacation on a prorated basis to that of a forty (40) hour employee, in accordance with the above schedule. Vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.



## 15.2 Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Within fifteen (15) days after the completion of each shift bid, the City shall post a vacation bid sheet for two weeks. The most senior employee within each classification shall be afforded the first selection of vacation for the upcoming six-month shift bid period, followed by the next most senior employee within each classification, and so on. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the shift bid period in which vacation is available. A bid vacation will not be denied solely because it overlaps another bid vacation so long as the overlap does not exceed two days. After the seniority vacation selection as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

## 15.3 Separation

All employees shall be entitled to payment for unused vacation/holiday and comp time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

## 15.4 Bonus

Employees, at their option, may elect to be paid up to forty (40) hours of accrued vacation in addition to vacation time taken when they take vacation leave totaling 40 hours paid time per fiscal year.

# **ARTICLE 16 – INSURANCE BENEFITS**

## 16.1 Health, Dental and Vision Insurance

Effective January 1, 2021, the city agrees to provide health coverage through Regence Copay F and Kaiser Plan B, both including vision, and dental insurance through Delta Dental, Kaiser Dental, or Willamette Dental or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners, so long as domestic partners are allowable under the plans. The city will pay

ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost.

Effective January 1, 2022, the city agrees to provide health coverage through Regence Copay F and Kaiser Plan B, both including vision, and dental insurance through Delta Dental, Kaiser Dental, or Willamette Dental or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners, so long as domestic partners are allowable under the plans. The city will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost.

Effective January 1, 2023, the city agrees to provide health coverage through Regence Copay F and Kaiser Plan B, both including vision, and dental insurance through Delta Dental, Kaiser Dental, or Willamette Dental or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners, so long as domestic partners are allowable under the plans. The city will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost. If an excise tax is incurred by the City on behalf of an employee as imposed by the carrier because of the Affordable Care Act or amendments, this article shall re-open to negotiate potential changes to the existing medical plan and/or VEBA to reduce the total cost of these combined benefits in an effort to reduce and/or eliminate the impact of the excise tax.

## 16.2 Part-Time Employees

Employees regularly scheduled to work less than thirty (30) hours but more than twenty (20) hours per week are eligible for City contributions to health and dental benefits equal to fifty percent (50%) of the cost of such benefits if the employee elects to pay an equal amount via payroll deduction.

## 16.3 Payroll Deduction

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 16, Section 1 with or without the employee's individual authorization.

#### 16.4 Life and Disability Insurance

The City agrees to provide and maintain life insurance in the amount of \$50,000 (plus \$10,000 additional life insurance for sworn officers per ORS 243.025) and disability insurance plan which provides for a benefit of \$5,000 per month or a substitute plan of the same service delivery type at substantially the same or a better benefit level at no cost to the employee. The City agrees to make optional voluntary life insurance available for employee purchase subject to the limits available to the City.

#### 16.5 Physical Examinations and Capability Test

The City may require each employee to take a physical examination, or it may choose to require such an examination only for sworn officers. Each employee who is required to take such an examination may choose to use their own physician, at the employee's expense, or to use a physician designated by the City, at the City's expense.

The spirit of the physical examination and the annual physical capability test is for the welfare of the employee and is not intended to be punitive in any manner. The physical examination will focus on specific health maintenance issues and early identification of potential job-related health problems in the future.

The report form will address only those health issues related to personnel in their specific working environment. Access to the report is limited to the City Manager, Chief of Police, Human Resources Director, and the named employee.

#### 16.5 Retirement

The City shall continue to participate in the Public Employees Retirement System for sworn officers employed by the City prior to August 28, 2003, and who are eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733 Oregon, Laws 2003. The City shall participate in the Oregon Public Service Retirement Plan for sworn officers employed by the City on or after August 28, 2003, who are not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.

On behalf of employees in the Public Employees Retirement System, the City will continue to "pick up" the employee contribution as the law requires. The parties acknowledge

that various challenges have been filed that 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 2003. Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS litigation.

On behalf of employees in the Oregon Public Service Retirement Plan, 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 when the employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003. The employee's contributions paid by the City shall not be considered to be "salary" under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a 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.

All non-sworn employees will receive a vested benefit into the City's retirement program after six (6) months of continuous service with the City. The City's contribution will be 10% of the employee's base salary.

#### 16.6 Liability

The City shall continue liability protection as required by ORS 30.260 through 30.300 (Oregon Tort Claims Act). The City may choose to self-insure.

#### 16.7 Plan Descriptions

The City will annually provide each employee with a list and description of those insurance plans which this contract enumerates and a list and description of those plans which are available as options to City employees.

#### 16.8 Flexible Spending Account

The City will make available the IRS Section 125 flexible spending account (FSA) for pre-tax group premiums, dependent care and other approved medical reimbursement purposes. The City shall continue to provide a Flexible Spending Account but reserves the right to cancel access to the medical FSA should the excise tax provisions of the ACA or other provision place

the City in jeopardy of being charged for the program on an individual or citywide basis. The City agrees that should the program be canceled it would not impact the dependent care FSA option. If such change were needed, it would be at the start of a month and the city would provide at least thirty (30) days' notice to the Association.

#### 16.9 Voluntary Employee Benefits Account

To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute \$900 annually (\$75 per month) to a Voluntary Employee Benefits Account (VEBA) on behalf of each bargaining unit member, starting December 1, 2011.

Effective January 1, 2021, the City will contribute \$83.33 monthly (\$1,000 per year) to a Voluntary Employee Benefits Account (VEBA) on behalf of each bargaining unit member. Should the excise tax provisions of the ACA or other legislation place the City in jeopardy of being charged for the program on an individual or citywide basis, the VEBA contributions would be converted to non-matching deferred compensation contributions. If such a change were needed, it would be at the start of a month and the city would provide at least thirty (30) days' notice to the Association.

#### 16.10 Deferred Compensation

New employees hired on or after January 1, 2021 shall be automatically enrolled in the 457(b) deferred compensation plan and contribute one percent (1%) of their compensation to the plan. Contributions will be automatically directed to the default plan as determined by the Plan Governance Committee. Employees may opt out of the program, change their contribution amount, or redistribute their investment strategy at their discretion in accordance with plan rules.

The City will contribute 1% of base salary into the deferred compensation account of sworn employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For sworn employees who have completed fifteen (15) or more years of service, the City will contribute a total of 1.5% of base monthly salary into the employee's deferred compensation account.

The City will contribute 2% of base salary into the deferred compensation account of non-sworn employees with ten (10) or more completed years of service as an employee of the

City of Tigard within the TPOA bargaining unit. For non-sworn employees who have completed fifteen (15) or more years of service, the City will contribute a total of 2.5% of base monthly salary into the employee's deferred compensation account.

Contributions made by the city shall begin on the first payroll following December 1 of the year in which the employee reaches the years of service milestone (10 and 15 respectively). If the employee notifies Payroll anytime on or after their anniversary date, the contributions will start within 30 days following notification. To be eligible, an employee must meet the years of service requirement and have completed and filed the paperwork necessary to open and direct the contribution to an individual deferred compensation account.

For the purposes of this Section, base salary is defined as the salary range and step of each individual as provided in Addendum A of this Agreement. This Section shall not apply to TPOA members currently receiving longevity payments pursuant to Section 30.2 of this Agreement. No contributions by the City pursuant to this section shall be retroactive.

## **ARTICLE 17 – SICK LEAVE**

### **17.1 Purpose**

The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness or other approved reason causing absence as noted in Section 17.6. Sick leave is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

### **17.2 Accrual System**

Employees shall be credited with forty (40) hours of sick leave front loaded each year and then two and sixteen one-hundredths (2.16) hours for each full pay period worked. Sick leave may be accrued without limit, except as provided for conversion to retirement.

### **17.3 Part-time Employees**

Sick leave benefits for part-time employees shall be granted on a prorated basis to that of a forty (40) hour employee.

#### 17.4 Utilization

Accumulated sick leave shall be payable at the employee's regular straight-time rate in an amount equal to the time the employee would have worked, to a maximum of ten (10) hours per day. Employees may utilize their sick leave whenever they are unable to perform their work duties by reason of their own illness or non-occupational injury or that of a covered family member.

#### 17.5 Notification

Under normal circumstances, employees are expected to notify their supervisor at least one hour prior to the start of their shift; however, if the condition is unforeseen, employees are expected to notify their supervisor as soon as practical.

#### 17.6 Family Use

Employees may use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. Members of the employee's family are defined consistent with Oregon Family Leave Act (OFLA). Variances to this policy are to be approved by the Chief of Police prior to authorization of sick leave.

#### 17.7 Integration with Workers' Comp

In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, they shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries authorized and compensable Workers' Compensation claims during the initial 270 calendar days. At the conclusion of the initial 270-day period and for any period of time loss following the initial 270 days, relating to the same incident/injury, the eligible employee shall be required to use their sick leave or other leave benefits coordinated with their workers' compensation benefits to attain their regular pay.

## 17.8 Retirement or Death

- (a) Sworn employees covered by PERS shall have 50% of their unused sick leave credited to their retirement as per guidelines of PERS. In the event of the employee's death, the employee's heir will receive a cash death benefit equal to one-half of unused sick leave accrual at the time of death. This death benefit will be inapplicable if any portion of unused sick leave is converted for retirement or survivor benefits.
- (b) All other employees, including sworn employees under the Oregon Public Service Retirement Plan, who have completed 20 years of credited service and have reached their normal retirement date or have become disabled, shall have one-half (1/2) of their unused sick leave, excluding the first 350 hours<sup>1</sup>, applied to their retirement benefit. This benefit can be a cash-out at the employee's regular straight-time rate or the time can be applied to enable the employee to retire early, if the plan allows. In the event of the employee's death, their survivors would receive the cash benefit equal to one-half (1/2) of the value of the employee's unused sick leave, pursuant to the limitations noted above.

## 17.9 Vacation Bonus

An employee shall receive eight (8) extra vacation hours for each twelve (12) consecutive months of non-use of sick leave from their most recent sick leave day. Employees are only eligible to receive the eight (8) vacation hours once every twelve (12) months and will not be compounded with any previous twelve (12) months of non-use. It shall be the responsibility of each employee to notify the department of their qualifications within six (6) months of completing the 12-month period. Upon notification, the department will review the 12-month period to determine eligibility.

## 17.10 Appointment Leave

Effective July 1, each employee shall receive sixteen (16) hours appointment leave to be used for medical or dental appointments. (Appointment leave must be used by June 30 of each year and is non-accumulative.)

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<sup>1</sup> Non-sworn employees, employed July 1, 2014 or earlier, will not have the first 350 hours excluded.



### 17.11 Family Medical Leave

The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave.

### 17.12 Sick Leave Donation

An employee with a minimum of four hundred eighty (480) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to extended illness or injury. The donor's sick leave will first be converted to cash based on the donor's base salary and then converted to an appropriate amount of sick leave based on the donee's base salary. Such donations shall be limited to no more than 80 hours per year.

### 17.13 City Leave Donation Program

In addition to the sick leave donation provision set forth above, employees in this bargaining unit may participate in the City's leave donation program as set forth in city policy. However, it is recognized that sick leave donation is not an option under the City's leave donation policy.

## **ARTICLE 18 – LEAVE OF ABSENCE WITH PAY**

### 18.1 Compassionate Leave

In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days off except in the case of extended travel that requires at least 200 miles travel each way, in which case employees will be granted an entire work week. For the purpose of this Article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. If additional time is required, the employee may utilize other accrued leave. Time taken under this provision runs concurrently with any OFLA bereavement leave to which the employee may be entitled.

## 18.2 Voting

When an employee's work schedule is such that they would not be able to vote prior to or after their normally scheduled work hours, they shall be granted off duty time of up to two (2) hours to vote without loss of pay or accrued vacation.

## 18.3 Training

- (a) Training Information - The City shall provide the Association with information regarding law enforcement-related training opportunities as such information is received. The Association may submit recommendations for review by the Chief regarding the available training opportunities that it believes are of particular value or are lacking in value to the Department.
- (b) Mandatory Training - An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:
1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
  2. All mileage and per diem shall be reimbursed in accordance with this agreement.
  3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.
  4. For purposes of determining whether training is mandatory, the following guidelines will apply:  
  
Training necessary to certify an employee to perform their specific job duties and functions, keep an employee certified to perform their job duties and functions, or required of an employee by the Department to perform their job duties and functions shall be considered assigned mandatory training.  
  
The following are examples regarding the interpretation of this language:

An employee wants to go to a school to be certified but is not assigned by the Department and the training is not required for their current assignment, not mandatory.

An employee is assigned as a firearms training officer and needs to get certified as a firearms instructor before they can fulfill their job duties and functions as an instructor, mandatory.

A motor officer goes to training and is certified. They request to go to the Annual Motor Training Conference as mandatory training, not mandatory.

Employees who attend mandatory training at a remote location which lasts seven (7) or more hours shall be allowed to use paid leave to complete their shift and shall not be required to return to the Police Department, unless operational needs exist that necessitate their return. When training ends less than an hour before the end of the shift, the employee can use Admin Leave to cover the remainder of their shift.

- (c) Voluntary Training - Training to which an employee is not specifically assigned pursuant to “b” above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

#### 18.4 Jury Duty

- (a) Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled workday. Should the employee’s regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee’s jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee’s shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

- (b) The employee is required to seek all fees due to them for such jury duty and turn said fees, excepting personal vehicle mileage, over to the City. Upon being excused from jury duty for any day, the employee shall immediately contact their supervisor for assignment of the remainder of their workday.
- (c) This Article shall only apply to those work weeks during which the member is serving on an impaneled jury or is required to report for juror selection.

#### 18.5 Military Leave

- (a) Subject to supervisory approval, employees may be allowed to voluntarily adjust their days off to accommodate weekend military duty. Supervisory approval is contingent upon operational needs such as minimum staffing levels, available work, etc. Flexible scheduling must take place within the employee's normal workweek.
- (b) Subsection (a) above is not intended to alter the city's obligation to comply with USERRA rules.

### **ARTICLE 19 – LEAVE OF ABSENCE**

The City will consider a written application for leave of absence without pay, not to exceed one year, if the City finds there is reasonable justification to grant such leave and that the work of a department will not be jeopardized by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on their written application for such leave. Such leave may be denied if it is for the purpose of accepting employment outside the service of the City and notice that an employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City and the position shall be declared vacant unless the employee, prior to the expiration of the leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be

granted only for a specified period of time and only if the City determines that the request is reasonable and justified and that the extension may be granted without jeopardizing the operation of the department.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### 20.1 Process

To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this contract by the following procedure:

**STEP 1:** After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include:

- a) a statement of the grievance and relevant facts;
- b) provision of the contract violated;
- c) remedy sought.

The supervisor shall respond to the grievance in writing within seven (7) days, with a copy to the Association.

**STEP 2:** If after seven (7) days from the date of submission of the grievance to the supervisor the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the Chief of Police. The Chief, or designee, may meet with the aggrieved party, who may request an Association representative at the hearing. The Chief, or designee, shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

**STEP 3:** If after fourteen (14) days from the date of submission of the grievance to the Chief the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the City Manager, or designee, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 4: If the grievance is not resolved within fourteen (14) days from submission of the grievance to the City Manager, or designee, it may be submitted within fourteen (14) days to an arbitrator. The arbitrator shall be selected by mutual agreement of the parties as follows:

A list of eleven (11) Oregon/Washington arbitrators shall be requested from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike one (1) name from the list until only one (1) is left. The one remaining shall be the arbitrator.

The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties specifically agree that, in the event issues are submitted to arbitration (grievance or interest), the decision shall be strictly limited to those issues disputed by the parties.

The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.

## 20.2 Time Limits

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" shall be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

## **ARTICLE 21 – MILEAGE AND PER DIEM ALLOWANCE**

### 21.1 Mileage Reimbursement

Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS-allowed rate.

## 21.2 Expenses

An employee traveling on authorized City business shall receive, in addition to their transportation and lodging expenses, a per diem allowance of not more than \$50.00 (\$10.00 breakfast, \$15.00 lunch \$25.00 dinner) per day, or fraction thereof, actually spent on City business for each programmed day of a conference or meeting and for time spent in travel, except that per diem for travel shall not exceed one (1) day each way. Per diem shall only apply when an employee is more than 20 miles by the most direct route from Tigard Police Department. The purpose of per diem is to cover ordinary expenses such as meals, refreshment, tips, etc. If upon return to work the employee justified to the satisfaction of the City Manager that the per diem allowance was insufficient to cover reasonable actual costs, the per diem amount shall be adjusted accordingly by the City Manager. Employees anticipating the need for per diem compensation shall so advise the City Manager in advance of travel on forms provided by the City and receive advance authorization therefore.

## **ARTICLE 22 – CLOTHING AND UNIFORM**

### 22.1 Uniform

If an employee is required to wear a uniform, such uniform shall be furnished by the City, and the City shall pay for initial tailoring. The City shall also provide duty gear and firearm(s). Duty gear and firearms shall be determined by the City; however, the City agrees to consult with the Association prior to making any final determination. An employee who has been provided with a firearm must carry the City-issued firearm. An employee who has been provided City-issued duty gear may use alternate duty gear, purchased by the employee, as long as such duty gear is on a list of City-approved duty gear. The employee shall make restitution to the City for loss or damage to any City supplied uniform, duty gear, or firearm unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform, duty gear, and firearm is the responsibility of the employee. The City shall be responsible for replacement all issued duty gear in accordance with the manufacturer's recommendations.

## 22.2 Clothing Allowance

The City will provide a clothing allowance for employees while assigned to plain clothes duty at the rate of \$50.00 per month. The provisions of this section shall apply to reimbursable expenses incurred in the fiscal year for reimbursement within the same fiscal year and shall apply only to sworn personnel who wear plain clothes seventy-five percent (75%) or more of duty time calculated monthly.

## 22.3 Property Reimbursement

The City shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of their official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction.

## 22.4 Cleaning

The City shall provide employees with cleaning as needed for required uniforms and duty jackets.

## 22.5 Equipment Allowance/Reimbursement

The City will provide an annual allowance of two hundred dollars (\$200.00) for the purchase of department-required and approved clothing, footwear, or equipment. At the employee's discretion, receipts may be submitted annually for full reimbursement up to the annual allowance limit or, if receipts are not submitted, the annual allowance will be added to the first paycheck of July each year, paid as taxable income.

# **ARTICLE 23 – SENIORITY**

## 23.1 Definition

Only regular full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period as defined in Section 26.1 and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability shall be included in the employee's total unbroken length of



service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days which is not protected by state and federal leave laws, such time in excess of fifteen (15) days shall not apply to seniority provided that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority but shall accrue no seniority during the time they work outside the unit.

### 23.2 Loss of Seniority

Seniority shall be broken or terminated if an employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is laid off and fails to respond to written notice as provided in Article 24;
- (d) Is laid off from work for any reason for twenty-four (24) months;
- (e) Fails to report to work at the termination of a leave of absence;
- (f) While on a leave of absence accepts employment without permission;
- (g) Is retired.

If an employee's seniority is broken and the employee is subsequently hired to work in the Police Department, seniority shall run from the most recent date of hire within the bargaining unit.

### 23.3 Application

Seniority shall apply by classification in the matter of layoff, recall, and shift and days off bidding, except that if an employee has been demoted, seniority shall include all time in the employee's present or higher classification within the bargaining unit. Seniority shall apply by total unbroken service in the bargaining unit for purposes of vacation scheduling under Section 15.2.

#### 23.4 Seniority List

The City will provide the Association with a seniority list on January 1 and July 1 each year, if there has been a change. The Association may post it on the Association bulletin board.

### **ARTICLE 24 – LAYOFF AND RECALL**

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. An employee who is promoted out of the bargaining unit and into management shall retain their unit seniority and may bump back into the unit, if laid off, if the management employee has the greater seniority as a unit member. The employee shall bump the employee in the lower class with the least seniority with the department. A sworn employee may not bump a non-sworn employee unless the sworn employee previously held the non-sworn classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within fifteen (15) days of notice of termination of layoff. Names shall be removed from the layoff list after 24 months, following the decline of an opening, or failure to respond to an offer within fifteen (15) days.

If there is a shortfall of unencumbered general-purpose money in the General Fund and it is necessary to lay off personnel within the bargaining unit, the City and the Association will meet and consult prior to the City finalizing and implementing its decision.

### **ARTICLE 25 – SHIFT AND DAYS OFF BIDDING**

#### 25.1 Rotation

All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July of each year.

## 25.2 Shift and Days Off

Prior to regular shift rotation, eligible employees shall be entitled to submit written bids for shift assignments and days off from the slots made available by the Department. Employee bids for both shifts and days off shall be submitted in writing to a designated supervisor at least 30 days prior to the regularly scheduled rotation. Shift and days off bids shall be honored on the basis of seniority within the bargaining unit except as follows:

- (a) Unless written permission is granted by the Chief or a designee, no employee shall be eligible to remain on the same shift more than 18 consecutive months.
- (b) Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department reassign employees to a different shift. Such good faith assignments shall not be grievable but employees shall receive at least two (2) weeks' notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief.
- (c) Probationary employees shall not bid for shifts.

## 25.3 Overtime Waiver

For the purpose of this article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than 80 hours in a 14 day period or work more than five (5) consecutive days.

## 25.4 Adjustment of Schedules at Rotation

During the week before and week of the shift rotation, the City may adjust schedules for the purpose of transitioning to the new shift, to prevent an employee from working more than five (5) days in a row.

## 25.5 Shift Bid and Rotation Pilot

Starting with the first shift bid process following ratification, the parties agree to a shift bid pilot program to expire June 30, 2022 unless otherwise mutually agreed. The parties may agree to extend the program in twelve-month intervals by mutual agreement.

- (a) Rotation: All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July each year.
- (b) Shift Selection: Employees may choose to remain on one shift, suspending the provisions of 25.2 (a) for the duration of the pilot program.
- (c) After eighteen (18) consecutive months on a shift, an employee may elect to bid off that shift after providing fifteen (15) days' notice prior to the shift bid. Employees who qualify under this provision shall be given priority for their selected bid.
- (d) Other Provisions: All other existing provisions of this article remain in place.

## **ARTICLE 26 – PROBATIONARY PERIOD**

### 26.1 Definitions

- (a) For Police Officers who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 months.
- (b) For Police Officers with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 12 months.
- (c) Non-sworn personnel shall be subject to a 12-month probationary period.

Prior to completion of the probationary period, employees may be discharged at will and such discharge shall not be subject to the grievance procedure.

### 26.2 Non-Sworn Promotional Probation

All non-sworn promotions shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification held prior to being promoted.

## **ARTICLE 27 – DISCIPLINE AND DISCHARGE**

### **27.1 Definition**

Disciplinary action or measures for violations of rules or regulations shall include only the following: written reprimand, demotion, suspension, reduction in pay, other monetary assessment or discharge. Notice of suspension or discharge will be given in writing. Employees are subject to discipline or discharge for just cause. The parties agree that oral reprimands are not considered discipline.

### **27.2 Process**

If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

### **27.3 Association Representation**

In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative during such procedures. The parties mutually agree to the “Disciplinary Investigation Procedures” attached hereto as Addendum B and incorporated herein.

## **ARTICLE 28 – PERSONNEL FILE**

No material in any form which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in the employee’s personnel files unless they have been allowed to read such material.

Upon request, employees shall have access to their personnel files and shall have the right of reproduction of his personnel files in full or in part. No portion of an employee’s files shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Tigard Police Department, the City Manager, or a court of competent jurisdiction. The official personnel file shall be maintained in the Human Resources Department.

## **ARTICLE 29 – WAGES**

### **29.1 Salary Schedules**

Effective July 1, 2020, wages shall be increased across the board by 2.6%. Effective July 1, 2020 wages shall be increased as a market adjustment across the board by 0.5%. Effective July 1, 2021 wages shall be increased across the board by 2.0%.

Effective January 1, 2022 wages shall be increased as a market adjustment across the board by 0.75%.

Effective July 1, 2022 wages shall be increased across the board by an amount equal to the CPI-W West Urban Index (annual average) for 2021, by a minimum 1% and maximum of 4%.

Effective January 1, 2023 wages shall be increased as a market adjustment across the board by 1.0%.

Each employee shall be paid at one of the steps in the range prescribed for their classification. Classifications which have seven steps shall be reduced to six step ranges through the elimination of the current first step of impacted ranges.

### **29.2 Schedule Placement**

New employees will be appointed or reinstated at the first step of the range established for their classification.

Lateral Police Officers with at least two years' experience as a sworn police officer will be appointed at the third step of the range for the classification and will earn vacation at a rate commensurate to their previous experience.

### **29.2 Schedule Movement**

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for their classification following completion of the equivalent of six (6) months of service. At six (6) months of service, the City shall have the discretion to advance an employee more than one (1) step, if the City deems it appropriate based on the employee's prior experience. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification following the

completion of each 12 months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the department head to the City Manager certifying that the employee had been making normal improvement in the ability to carry out their job assignment.

Advancement may be withheld or postponed in the event the employee is not performing their job assignment satisfactorily.

### 29.3 Promotions

Upon promotion, employees will move to the next highest step, minimum 5% pay increase, computed on the basis of the base rate of pay exclusive of premium, special assignment, or incentive/longevity pay.

### 29.4 Demotion

Unless a lesser sanction is provided by the City Manager, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as they occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

### 29.5 Salary Range Changes

When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

### 29.6 Pay Periods

The City shall pay employees once every two weeks.

## **ARTICLE 30 – INCENTIVE PAY**

### 30.1 Certification/Education

Certification pay increments will begin as of the date of issuance shown on the certification. Educational achievement pay increments will begin as of the date of written notice to the City of a degree or equivalent hours. Members of the bargaining unit shall be eligible for educational and training incentive increments to be applied to their current salary after meeting

the necessary education and training points for the intermediate or advanced certificate as set forth by DPSST.

Incentive premiums and education requirements are as follows:

Sworn Personnel

<b>Premium</b>	<b>DPSST Certification</b>	<b>Educational Achievement</b>
2.50%	-	AA/AS or Equivalent Hours
4.25%	Intermediate and/or BA/BS	
6.25%	Intermediate	AA/AS or Equivalent Hours
7.25%	Advanced	-
8.75%	Intermediate	BA/BS or Equivalent Hours
8.75%	Advanced	AA/AS or Equivalent Hours
10.00%	Advanced	BA/BS or Equivalent Hours

See DPSST Sworn Personnel certification Standards.

### 30.2 Longevity

Longevity merit incentive shall be paid in accordance with the following schedule only to those employees with five (5) or more years of service with the City on or before ratification of this Agreement, who elect to be grandfathered into the longevity premium program in lieu of eligibility for advancement to a sixth (6<sup>th</sup>) step at five percent (5%) above Step 5. The one-time election must have been made by eligible employees during the window period established by the City following ratification of the 2002-2004 Agreement.:

2% after 5 years

3% after 6 years

4% after 7 years

5% after 8 years

6% after 9 years

7.5% after 10 years

10% after 15 years



Employees with less than five (5) years of service with the City on or before ratification of this Agreement, will not be eligible for longevity under this section, but will be eligible for advancement to Step 6 consistent with Article 29, Section 29.2 governing schedule movement.

The above percentages shall be applied to the individual employee's base salary but not to exceed a maximum of the top step of the police officer classification salary. These percentages shall be applied to the base pay step, not including educational incentive pay to previous longevity increases (i.e., shall not be compounded).

### 30.3 Special Assignment Pay

Recognizing the right of the City to transfer and assign as determined by the Chief, special assignment pay will be paid per an employee's current assignment as follows

Motorcycle <sup>2</sup>	5%
K-9 <sup>3</sup>	5%
Detectives	5-10%
TNT/Crisis Negotiation Unit	3-5%
SRO	3-5%
Transit Police <sup>4</sup>	2.5%

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<sup>2</sup> Motorcycle Officer activities shall be conducted on-duty. Acceptance of the assignment is based upon willingness to care for the motorcycle off-duty. Employees who serve as Motorcycle Officers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity and shall not receive overtime wages for off-duty care of the motorcycle. The parties intend to compensate for any off-duty care, cleaning, fueling, feeding or grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the motorcycle. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the motorcycle does not constitute "hours of work" solely because of being on the bike. Motorcycle Officers shall not be entitled to a call back premium when duty concerns maintenance of the motorcycle. Such time shall be treated as overtime.

<sup>3</sup> An evaluation of the time needed for routine care, inclusive of feeding, grooming, and exercise, has determined that 30 minutes per day is reasonable and sufficient to meet those daily responsibilities. At the discretion of the city, the employee may be relieved from duty for the equivalent of 3.5 hours per workweek to offset this time or be assigned a full shift and receive additional compensation for those 3.5 hours beyond their regularly scheduled shift. Canine handlers will not be granted the 30 minutes per day when they are not physically caring for the dog (i.e. when dog is kenneled or being cared for by another party).

<sup>4</sup> The Transit Police Division special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility and the prerequisites of the IGA (Intergovernmental Agreement) between TriMet and the City of Tigard. The Transit Police Position has a regular work schedule as defined in article 12.2(a)

Except in the case of Motorcycle and K-9 assignments, employees will receive 3% (5% for detectives) for the first year in any assignment and will be eligible for an increase to 5% (10% for detectives) after serving in the assignment for one year. Employees who have previously served in the assignment for more than one year shall start at the higher percentage.

Notwithstanding any other provision of this Section 30.3, no employee may receive more than a total of 10% in special assignment pay.

For career development, an employee may volunteer to work a shift in a specialty assignment in order to determine whether they wish to put in for such assignment. The Chief, in their discretion, may approve such voluntary assignment, based on operational needs. In such case, the employee shall not receive assignment pay for the shift in question nor shall the employee be eligible for shift differential under Article 13.4 for the shift in question.

Staff assigned to the operations division and receiving special assignment premiums shall bid based on seniority within the previously identified shift slots and no more than two (2) identical specialty assignment positions may have a common training day on each shift.

#### 30.4 Bilingual Incentive

An employee shall be eligible to receive a 0.75% Spanish language premium if they provide the City with proof on an annual basis that they meet standards acceptable to the City. Employees fluent in Spanish, as determined by an objective standard acceptable to the City and demonstrated annually, shall receive a premium of 2.5% instead of the 0.75% Spanish language premium. The City may determine that other languages qualify for the foregoing bilingual incentives based on a demonstrated need.

#### 30.5 Standby

Any employee required to be on standby, whether on a weekend or during the workweek, will be compensated two dollars and twenty-five cents (\$2.25) for every hour so acting. Employees on standby must be available by phone, able to respond within one hour of being called, and fit for duty.

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and (b). It is agreed that the hours worked by the Transit Police Officer may be flexed. When a Transit Police Officer's shift assignment is changed with the Transit Police unit, this shift change shall be completed pursuant to Sections 25.3 (Overtime Waiver) and 25.4 (Adjustment of Schedule at Rotation) of the contract.

### 30.6 Acting Supervisor

Appointment of non-supervisory personnel to a supervisory position may be made on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned.

### 30.7 Coaching

Non-supervisory personnel assigned to coach newly hired or promoted police department employees shall be entitled to a pay increase of 5% of the top-step base pay, for the classification acting as a coach, for each day or part of a day for the duration of their acting assignment. Coaches will receive the 5% incentive for hours worked one week prior and two weeks post recruit assignment.

### 30.8 Higher Classification

Employees assigned to work in a higher classification, other than what is described in Sections 30.6 & 30.7 of this Article, shall be entitled to a five percent (5%) premium for all time so assigned.

### 30.9 Take-Home Cars for Employees in Detective Assignments

The City agrees that it will provide a take-home car for any employee in a Detective assignment.

### 30.10 ORPAT Incentive

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police and will allow for make-up tests and re-tests as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off duty and without compensation. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

Those Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars (\$250.00). An employee may take the ORPAT twice/year, with a maximum incentive of \$500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within (1) month after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within (2) months after the Employee's request.

If an Employee passes the ORPAT on their re-test they will receive an incentive bonus of one hundred and fifty dollars (\$150). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

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

For make-up tests or re-tests to qualify, officers must first obtain pre-authorization from the Chief, and then coordinate the make-up or re-test with a local police agency, when that agency is running their own testing.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined-in this agreement, will not be negatively impacted.

**ARTICLE 31 – SAVINGS CLAUSE**

If any article or section of this Agreement or any amendment thereto should be rendered invalid by operation of the law, or held invalid by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be rendered unlawful by any lawful tribunal having jurisdiction, by statute passed after the effective date of this Agreement, or by the decision of a court of competent jurisdiction involving the same or similar language contained in the collective bargaining agreement of another public agency in Oregon, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 32 – TERMINATION**

This contract shall be effective as of the date of its signing by both parties or as otherwise specified herein and shall remain in full force and effect until June 30, 2023.

The parties agree to commence negotiations on or before February 15, 2023, for a successor Agreement. This contract shall remain in full force and effect during the period of negotiations.


The parties agree to administer this contract and negotiate for a successor agreement in accordance with ORS 243.650, et seq., the Oregon Public Employees Collective Bargaining Law.

Signed this 14 day of Oct. 2020

CITY OF TIGARD, OREGON

TIGARD POLICE OFFICERS’  
ASSOCIATION

  
\_\_\_\_\_

  
\_\_\_\_\_

City Manager

TPOA President

Date: 10.15.2020

Date: 10/14/20

## **ADDENDUM B – DISCIPLINARY INVESTIGATION PROCEDURES**

### **A. Advance Notice**

Prior to any disciplinary investigation which could result in suspension or discharge, the employee concerned shall be notified not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. If the employee is advised in writing that the interview will not be used against them for disciplinary purposes, then the 24-hour notice will not be required. An employee may voluntarily waive the above twenty-four-hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. The employee shall be notified of the right to and afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association, and to have that representative and/or attorney present at any interview. The Association Representative representing the employee during the investigation may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the Employee to the Representative for purposes of the representation. The Association will designate the Association Representative who will be representing the employee in the investigation and will notify the City of the designation. If there is a need for more than one Representative to be designated, the Association will explain the reason for the additional Representative(s) to the City. The parties agree that the Association may not designate a witness in the investigation as the Association Representative.

### **B. The Interview**

1. Interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.
2. Any interview of an employee normally shall be when they are on duty, unless the serious nature of the investigation dictates otherwise.
3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name,

rank and command, or other similar information of all persons present, if they are unknown to them, and may have an Association or other representative present to witness the interview and assist them.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding two (2) hours shall be continued only by mutual consent.
5. The interview shall be recorded, and the employee shall be provided with a copy of the recording at the conclusion of the interview, or as soon as practicable thereafter, or they may record the interview at their own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

C. Investigation Findings:

1. When the investigation results in sustained charges of violation of department policy, the employee and the Association, upon request, shall be given a copy of the investigation, including all material facts of the matter. If available, such information will be provided in an electronic format (i.e. PDF or other protected format).
2. When the investigation results in discharge or suspension, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefore, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for their inspection.
3. An employee may protest any suspension or discharge through the regular contract grievance procedure.

D. Senate Bill 1604 Implementation

A joint management and association committee shall be enacted to review SB1604 and work cooperatively to identify and agree to a disciplinary matrix consistent with the legislation. The committee shall begin in August 2020 with a goal of reaching an agreement no later than the end of the calendar year. The committee will be made up of three management representatives and three association representatives. The recommendation from the committee shall be final.