

**Collective Bargaining Agreement
Between**

The City of Woodburn

And

The Woodburn Police Association

Term:

November 1, 2012 – June 30, 2014

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PREAMBLE

This Agreement is agreed to between the City of Woodburn, Oregon, hereinafter called the City, and the Woodburn Police Association, hereinafter called the Association. This Agreement is entered into 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 agreement between the parties on matters relating to employment relations.

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole collective bargaining agent for all regular and probationary employees employed in job classifications of sworn police officer and non-sworn code enforcement officer covered by this Agreement, as listed in Appendix A.

The parties further agree that the classifications of Sergeant, Captain, Deputy Chief, Chief and Administrative Secretary are specifically excluded from the bargaining unit.

The accrual of all paid time off benefits and benefits (Articles 13, 14, 15 and 22) is predicated upon a regularly scheduled, forty (40) hour workweek or an alternative 12 hour schedule as set forth in this Agreement. Employees who work less than forty (40) hours per week shall have all such benefits prorated based upon the relationship their regularly scheduled work hour's bear to forty (40) hours, except that employees who regularly work less than twenty (20) hours/per week shall not be eligible for benefits (Articles 13, 14, 15 and 22).

ARTICLE 2 - ASSOCIATION SECURITY

A. Association Dues: The City agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

1. The Association membership dues and assessments of those Association members who individually request such deductions in writing.
2. In lieu of paragraph 1 of this Article, a monthly service fee equal to the cost, to the extent permitted by law, of negotiations and contract administration as certified in writing by the Association to the City, not, however, to exceed the uniformly required dues of members, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of this Agreement, or within thirty (30) days of becoming an employee, whichever is later.
3. The Association expressly agrees that it will safeguard the rights of non-Association employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member in accordance with applicable law. As to any such employee, such sums paid by such employee shall be equivalent to regular Association dues and shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such

payment to a charity as heretofore stated and shall furnish written proof to the Association and the City, when requested, that this has been done.

4. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, by Automatic Clearing House (ACH) transfer if requested by the Association, together with an itemized statement, to the Treasurer of the Association by the 10th day of the succeeding month *after* such deductions are made. Such itemized statement shall also include annotation as to any new hires or terminations. Notification of new hires shall take place at the time the first dues payment is to be paid and shall include the employee's name, Social Security number, mailing address, and job title.
5. Provided the City acts in compliance with the provisions of this Article, the Association will indemnify, defend, and hold the City harmless against *any* claims made *and* against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off errors.

B. Bulletin Boards and Use of City Facilities: The City agrees to furnish and maintain a bulletin board within the Police Department to be used by the Association for the posting of notices and bulletins related to the Association. The City also agrees to permit the Association to utilize available City facilities for meetings with employees conducted in accordance with established City rules applicable to other groups within the community. All requests for use of meeting rooms within the Police Department must be approved by the Chief of Police or his designee.

C. Association Activities: Except as otherwise provided in the Agreement, during their working hours, Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association, provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee.

D. Payroll Deductions: All other previously established payroll deductions shall continue to be offered so long as the present level of employee participation does not decrease.

ARTICLE 3 - NON-DISCRIMINATION

The provisions of this Agreement 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, political affiliation or other protected status or activities, in accordance with applicable law. In light of state and federal discrimination remedies, the provisions of this Article 3 shall not be subject to arbitration under the grievance procedure or serve as the basis for any other claim of a violation of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary rights and functions of management, including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operations, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge probationary employees without limitation and non-probationary employees for just cause; to determine work schedules and

assign work, and any other such right (and function) not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

It is further understood and agreed that if the City does not exercise a management right reserved to it or if the City exercises a management right reserved to it a particular way, such conduct shall not be deemed a waiver of its right to begin exercising such a right in the future or to exercise such a right differently in the future. However, nothing in this paragraph shall be considered to be a waiver by the Association of bargaining rights afforded under the Public Employees Collective Bargaining Act (PECBA).

ARTICLE 5 - STRIKES AND LOCKOUTS

In as much as there are other means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise, the parties agree as follows:

- A. Lockout: During the term of this Agreement, the City shall not, as a result of a dispute with the Association, deny employment to any employee covered by the terms of this Agreement.
- B. Strike: During the term of this Agreement, the Association or its members will not participate in any strike, slowdown, or work stoppage, including the observance of the picket line of another labor organization. In the event of a violation of the above by the Association or members of the bargaining unit, the City may discipline, including discharge, any employee involved in such prohibited activity on a uniform or selective basis.

ARTICLE 6 - ASSOCIATION BUSINESS

- A. Association Representatives: The Association agrees to notify the City in writing of all members selected to serve as official representatives. Employees designated as Association representatives shall be allowed time off with regular pay for the purpose of representing employees in disciplinary interviews and attending grievance procedure meetings, when such meetings occur during the employee's scheduled work hours. In addition, a maximum of two (2) representatives of the Association will be allowed time off with regular pay to attend negotiation and mediation sessions that occur during their scheduled work hours.
- B. Special Conferences: Special conferences for important matters may be arranged between the Association and the City upon mutual 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 confer is made. Two (2) official Association members shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.
- C. Association Meetings: On duty employees may attend Association Meetings held at Department facilities no more than six (6) per year and no longer than one (1) hour in duration. The Association shall give the Department reasonable notice, unless a shorter notice period is agreed upon, so that an appropriate meeting room can be scheduled. On duty employees attending Association Meetings shall respond to all calls as directed by a supervisor.

ARTICLE 7 - PERSONNEL MANUAL/CONTRACT

The City agrees to furnish each employee of the bargaining unit with either a written or electronic copy of the City Personnel Manual, Department Rules and Regulations and a copy of this contract. The cost of printing and assembling copies of this contract will be borne by the Association. New employees shall be provided with the above at the time of their appointment. All updates, additions, and/or modifications to the City Personnel Manual, Department Rules and Regulations shall also be supplied to the Association in writing at least 14 days prior to implementation. In the event of any conflict between the City Personnel Manual, Department Rules and Regulations and the contract, the contract governs.

ARTICLE 8 – SENIORITY

A. Definition of Seniority: Seniority shall be defined as the length of an employee's unbroken employment within a classification in the bargaining unit. Probationary employees shall not be considered to have seniority, but shall be credited with seniority to their first day of employment in the bargaining unit immediately upon completion of probation.

B. Breaks in Seniority: Except as stated in Section C, below, employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken and the employment relationship will be severed if any of the following events occur:

1. Voluntary resignation or retirement;
2. Discharge of a regular employee for just cause or a probationary employee “at will;”
3. Layoff or continuous absence from work due to off-the-job injury/illness for more than twenty-four (24) month’s duration;
4. Failure to notify the Chief of Police or his designee of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within seven (7) calendar days of receipt of such notification or ten (10) days of mailing, whichever occurs later;
5. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury/ illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work;
6. Absence from work due to an on-the-job injury/illness in accordance with ORS Chapter 659 – Workers’ Compensation and Return to Work; *or*
7. Job abandonment.

Employees who are serving in the military will continue to receive seniority and reinstatement according to applicable law.

C. Adjustments in Seniority Dates

Employee seniority dates will be adjusted in the following circumstances:

1. Promotions to Positions outside the Bargaining Unit

Employees who are promoted to positions within the Police Department that are excluded from the bargaining unit, but are returned to bargaining unit positions by the City return with the seniority they have accrued.

2. Leaves of Absence

Employees who are absent from work on a leave of absence will continue to accrue seniority, provided they are drawing pay (e.g. vacation, holiday or sick leave) and for up to thirty (30) days following depletion of their paid leave banks. Thereafter, seniority will no longer accrue. This provision will not be applied to employees who are designated as being on FMLA, OFLA, military or jury duty leave.

3. Promotion to Police Officer Classification

If an employee in the code enforcement classification is promoted to a police officer position, the employee shall be subject to the standard police officer probationary period. The transferring employee shall maintain his/her seniority within the code enforcement classification should the employee seek to bump back from the police officer classification to the code enforcement classification during the police officer probationary period so long as the employee continues to meet the minimum qualification for the code enforcement position.

D. Application of Seniority

Seniority shall apply to the following employment decisions:

1. Layoff: In the event of a layoff for any reason, bargaining unit employees shall be laid off as follows: First, probationary employees shall be laid off. If there are no probationary employees and/or the layoff of regular employees becomes necessary, such layoffs shall be in the order of lowest seniority first as defined in A and C above.

2. Recall: Regular employees shall be called back from layoff in inverse order of layoff. Recall notices shall specify a minimum of ten (10) days from the date of mailing for the employee to return to work. The City may, however, specify a later reporting date.

Employees who wish to waive re-employment rights may do so by written notification to the City.

3. Shift Scheduling: Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 11, Section G.

4. Vacation Preferences: Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 14, Section B.

E. General Provisions

1. Seniority Lists: The City shall provide the Association with a seniority list upon request.
2. Reinstatement of Seniority: If an employee is discharged, grieves the discharge at arbitration or civil court, prevails and is reinstated, he/she shall receive seniority credit for the period from discharge to reinstatement. Also, employees returning from layoff or leave of absence which does not result in a break in seniority as set forth in Section B, above shall have all previously accrued seniority reinstated and/or adjusted in accordance with Sections B and C, above.
3. Restoration and Accrual of Benefits: Employees returning from layoff or leave of absence that does not result in a break in seniority as set forth in Section B, above shall have all previously accrued unused sick leave, holiday and vacation benefits restored, but shall not accrue benefits for the period of the layoff or leave of absence, except for continuation of health insurance premiums as required by applicable law. In the event an employee suffers a break in seniority before drawing all accrued sick leave, holiday and vacation benefits, any unused holiday and vacation benefits will be paid to the employee at the time his/her seniority is broken and employment is severed, consistent with applicable law.

ARTICLE 9 - OUTSIDE EMPLOYMENT

A. Activities that are not Related to Law Enforcement: Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief by submission of a request in writing for such approval. Likewise, employees wishing to make a material change in the nature or hours of outside employment currently approved by the City must obtain approval by submission of a written request for such approval. Such written requests shall specify the name of the prospective employer, the job title of the position, a description of the nature of the work to be performed. Upon receipt of such request, the City shall have the right to contact the prospective employer to independently determine the nature of the employment being considered. The City shall normally approve or deny a request for outside employment within seven (7) business days of its receipt.

The Chief may deny a request for approval of outside employment if there is a conflict of interest or the nature or hours of work required for such employment would interfere with the ability of the employee to perform required duties, including duties required to be performed outside the employee's regular working hours. For purposes of this Article, a conflict of interest shall include any circumstance where the employee's or overall department effectiveness would or might be impaired as a result of the public's knowledge of the nature of the outside employment or where such employment presents legal or other conflicts of interest which could or might interfere with the employee's effectiveness as a law enforcement officer. When permission to engage in outside employment is granted, it shall not be construed to in any manner compromise the employee's obligation to the City to be available for overtime, call-out, and shift change on the same basis as other employees who work in the same classification. In addition, the employee shall schedule the outside employment in such a manner so as to have at least eight (8) hours off for rest prior to the start of each regularly scheduled City shift.

B. Activities that are Law Enforcement Related: The City may from time to time agree to provide law-enforcement-related services to other public agencies, local merchants, or other organizations. When employees are detailed to such activities, the employee shall continue to be subject to the direction and control of the Chief of Police and shall receive all benefits and rights afforded by this Agreement. However, service in law enforcement training activities, e.g. service as a DPSST instructor, shall be governed by the provisions of Section A, above, and not by the provisions of this section.

ARTICLE 10 - WORK OUT OF CLASSIFICATION AND CORPORAL POSITION

A. Work out of classification. When in the City's sole discretion an employee is temporarily appointed to a higher classification, he/she shall receive a five percent (5%) pay increase for all time spent in such assignment. All such appointments shall be by written notification to the employee.

B. Corporal Position.

1. An employee selected by the City for the position of Corporal shall be paid an additional amount equal to five percent (5%) of his/her base pay for each month or part thereof that the employee holds the position of Corporal.

2. Employees holding the position of Corporal shall function as Field Supervisor in the absence of the shift Sergeant.

3. The Corporal position shall remain part of the bargaining unit represented by the Woodburn Police Association, and the City specifically agrees that the duties assigned or performed by Corporals shall not make Corporals supervisors as defined by the Public Employees Collective Bargaining Act.

4. The term in which an employee successfully performs the duties of Corporal will be for a period of two years. After the two year period, the incumbent Corporal may re-apply for consideration; the City will also consider new applicants.

5. The Corporal position will only be open to incumbent Corporals and new applicants who have completed probation and have at least two years of experience as a Woodburn Police Officer.

ARTICLE 11 - HOURS OF WORK

A. Workday: A day is defined as a twenty-four-hour (24-hour) period commencing with the employee's scheduled shift day. A regular workday for sworn employees shall consist of either eight (8) consecutive hours per day on the basis of a five-day workweek schedule (5-8 plan) or ten (10) consecutive hours per day on the basis of a four-day workweek schedule (4-10 plan), or twelve (12) consecutive hours per day on the basis of a four-day workweek schedule. All sworn employees shall be assigned a regular work schedule consisting of five (5) consecutive eight-hour (8-hour) workdays or four (4) consecutive ten-hour (10-hour) days, with the same starting time for each day, or an alternate twelve (12) hour workday schedule that complies with the Fair Labor Standards Act (FLSA) requirements, and as implemented at the sole discretion of the City of Woodburn. All non-sworn employees shall be assigned a regular work schedule consisting of five (5) consecutive eight-hour (8-hour) workdays with a one-hour (1-hour) unpaid lunch, generally Monday through Friday, followed by

two (2) consecutive days off. At the sole discretion of the City of Woodburn, non-sworn employees may be assigned a regular work schedule consisting of four (4) consecutive ten-hour (10-hour) workdays, with the same starting time for each day.

When a twelve hour workday is implemented the parties agree to the adoption of a regular and recurring 28 day work period (beginning January 1st of each year) pursuant to Section 7 (k) of the Fair Labor Standards Act, 29 U.S.C. § 207 (k) and the implementation of a twelve (12) hour workday. In such case, the Workday and Workweek shall be amended to consist of a consecutive twelve (12) hour workday, and will provide for a twelve (12) hour work schedule: This schedule shall consist of two (2) consecutive twelve (12) hour work days followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour work days followed by two (2) consecutive days off, two (2) consecutive twelve (12) hour work days followed by three (3) consecutive days off. Day Shift shall be 0600 to 1800 followed by Night Shift from 1800 to 0600.

The provisions of this section shall not apply during the week when a shift rotation occurs. Employees shall not be required to work more than 16 consecutive hours without eight (8) hours of rest between the next call to duty, except upon mutual agreement of the parties or an emergency as declared by the Chief or designee.

The City reserves the right to implement or discontinue a 4-twelve (12) hour schedule and re-establish a 5-8 or 4-10 work schedule as currently provided after providing seven (7) days written notice, without any further need to bargain concerning the decision or the impacts of the decision to do so.

B. Meals and Breaks: Except for court days, training days, and days when traveling outside the City, employees shall be entitled to two (2) ten (10) minute breaks per workday, and one (1) thirty (30)-minute meal period per workday. These breaks and meal periods shall be paid time. Employees working a twelve (12) hour shift shall receive three (3) fifteen (15) minute breaks and one (1) thirty (30) minute meal period per workday. Employees may combine their daily breaks at their discretion, subject to operating needs. During the employee's break and meal period, the employee shall remain on on-duty status and shall be subject to call-out in cases of immediate need.

Detectives: Detectives will work a regular forty (40) hour week. Generally, the schedule is Monday – Friday, 8 am to 5 pm, with a one-hour unpaid lunch. Detectives will be allowed to work a 4/10 schedule at the Chief's option. If a 4/10 schedule is implemented, the Chief may direct that a 10 hour work schedule be discontinued at anytime during the year. Detectives will be allowed to flex schedules for the purposes of meeting daily needs for regular scheduled shifts with supervisory approval.

C. Workweek: A normal workweek shall consist of forty (40) hours of work during a seven-day (7-day) calendar period commencing 0001 Monday and ending midnight of the following Sunday. When working a four-twelve (4-12) plan, a normal workweek shall consist of up to one hundred forty seven (147) hours worked in a twenty-four (24) day work period. When working an alternate twelve (12) hour shift, the normal workweek shall be as established by the given schedule and in compliance with the FLSA. For employees assigned to work a four-twelve (4-12) plan or an alternate twelve (12) hour plan on a regular basis, the City hereby adopts and establishes a regular, recurring period of work which shall consist of twenty four (24) days for the police officers so assigned, in accordance with the Fair Labor Standards Act, Section 7(k). It is understood, that in earlier negotiations for working 12's, the employees will receive additional holiday pay as established in Article 13. (Note: Overtime training hours will be paid as per FLSA, 29 USC § 207 (k).

D. Shift Changes: The Department reserves the right to make shift change with seven (7) days advance notice. Shift changes, including changes due to mandatory training that occur without seven-day (7-day) prior notification will be subject to the overtime requirements of Article 12 for the hours worked or in training except for those hours worked, which overlap with the regularly scheduled shift. If a shift change without seven (7) days prior notification is the result of another employee's use of sick leave, bereavement leave, administrative leave, holiday leave taken as a result of a personal emergency, resignation with less than seven (7) days (actually worked) notice, or absence from work due to a workers' compensation injury (except for scheduled medical appointments with sufficient notice given to the City), the schedule change shall, for purposes of overtime payment, be treated as though seven (7) days prior notification had been given. Employees may voluntarily waive the seven (7) day notice requirement.

E. Safety Release: Employees shall be scheduled to receive at least eight (8) hours off between the scheduled end of shift and scheduled start of the next shift when working a 5-8 or 4-10 plan, and ten (10) hours off when working a twelve (12) hour shift. If an employee does not receive the minimum hours off between the scheduled end of his/her shift and scheduled start of the next shift, he/she will be paid overtime for any hours worked during that eight (8) or ten (10) hour period, as appropriate, except upon mutual agreement of the parties or an emergency as declared by the Chief.

F. Shift Trades: Shift trades, which are voluntary between employees, will be allowed when both employees submit written request twenty-four (24) hours in advance specifying both the initial and the reciprocal trade that is to be made, subject to the following:

1. The request will be initiated by personal contact with a supervisor.
2. No employee will work two shifts without at least eight (8) hours off between said shifts.
3. City operations and employee safety will not be adversely affected by the shift trade. When a shift trade occurs, each employee will for pay purposes, be treated as though he/she worked his/her scheduled shift. However, in the event of a shift extension, the employee working the extra time off receives the pay for same at his/her established overtime rate.
4. In the event an employee leaves the City's employment without working a reciprocal trade shift, the employee's final paycheck will be reduced by the amount of wages that would have been earned if the reciprocal shift trade was completed before separation from employment.

G. Shift Rotation:

1. Shift Scheduling: When operating under a 5-8 plan the regular shift rotation shall occur approximately every three (3) months on the Monday of the first full week of that month beginning in January. The shift scheduling process shall allow the employee to select two (2) of the four (4) shift schedules (after seven years with the Department, an employee may select all four shift schedules he or she is to work during the year), as follows:

- a. On or around October 15 of each year, the City shall first post a master schedule of the anticipated available shifts for each quarter of the year and the first quarter of the following year, which shall include days and hours to be worked for each position.
- b. Each employee, starting with the employee who has the most seniority, shall in turn indicate his or her preference as to any two (2) of the four (4) shift tours that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. However, any patrol officer who at the time of selection of shifts for the following year worked twenty (20) or more days in a three-month (3-month) shift tour on a shift other than the shift he/she selected as a result of shift reassignment pursuant to Section G 1c below, shall select by seniority three (3) of the four (4) shift tours that he or she will work. Employees shall be allotted seven (7) days in which to complete the shift bidding process.
- c. Within seven (7) days after all employees have made two (2) (or 3, if applicable) shift tour selections, the City shall, without limits as to its discretion, schedule the remaining shift tours for each employee so as to complete the work schedule for the year from the listed shifts.

2. Twelve (12) hour Shifts:

- a. Shift rotation while working a twelve (12) hour schedule will occur on a quarterly basis as near as possible to the first of the months of January, April, July, and October. It is understood that this twelve (12) hour work schedule is based on a no overtime expense to the City by virtue of rotation.
- b. Shift teams and/or shift assignments created under a twelve (12) hour work schedule will be established solely on the basis of operational needs. However, the City will evaluate team effectiveness and makeup not less than every twenty-four (24) months.

3. Exceptions: With regard to the above procedure, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the City's ability to provide the best and most cost-effective service to the public. By way of example therefore, the following exceptions to the above shift scheduling procedures are made:

- a. Probationary employees shall not be subject to the provisions of this Section G1, above.
- b. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of this Section.

Examples of such assignments include the following:

- (1) Investigations/Detectives

- (2) Inter-Agency Task Force Assignment
- (3) Traffic Detail – Motorcycle Patrol
- (4) School Resource Officer
- (5) Community Policing Officer
- (6) Canine Unit
- (7) Community Response Team
- (8) Code Enforcement

It is further understood and agreed that in the event an employee requests or is transferred from a specialty assignment to patrol duties during a shift schedule period, such a change will not trigger an obligation to conduct new shift rotations or alter current shift preferences made pursuant to Section G1, above. The City shall assign any such employee a shift for the remainder of the current shift schedule which is based on operational needs. Officers scheduled to end an assignment may shift bid with other officers during the normal shift bid process in anticipation of the end of the assignment.

4. Discontinuance of 12-hour shifts: Shift rotation in Section G will not apply to a twelve (12) hour work schedule. Should the Chief of Police direct that a twelve (12) hour work schedule be discontinued at anytime during the year, a shift bidding process by seniority shall be conducted. The shift bidding shall be for the remainder of the current calendar year and the balance of the next calendar year, prior to the annual shift bidding process. The shift bidding shall be accomplished in accordance with the Section G1 and G3, except that the initial posting of the schedule for bid shall be not more than sixty (60) days after the discontinuance of the twelve (12) hour shift. All non-priority vacations and time off will be cancelled; the Department will then analyze the impact of shift bidding on the scheduled priority vacations that are in conflict with a more senior officer's priority vacation and allowing the re-bidding of that priority vacation at another time, this will be followed by requests for Vacations and Holidays as outlined more specifically under Article 14B1 of the agreement. The parties agree that seniority bid priority vacations, and vacations cancelled under such a circumstance, are the result of shift re-bidding selections by employees and are not under the control of the City, it is therefore agreed that Article 14 Section C is waived in this situation.

H. On-Call Detective: Each week, commencing at 0800 hours on Monday and ending at 0759 hours the following Monday, the City may assign one (1) Detective to "on-call" Detective status. The rotation schedule for on-call Detective shall be established by the City's Detective Sergeant with input from the Association members assigned to Detective duty. Requests for training or personal leave that affect the on-call schedule will be considered in establishing the on-call rotation. Trading of on-call weeks between Detectives shall be permitted, with advance approval from the Detective Sergeant or designee. At the end of each on-call week, the Detective who completed the previous on-call week will be compensated an additional four (4) hours holiday pay. All on-call Detectives must be able to respond to the call-out within one (1) hour of contact.

I. Off-Duty Contacts: All employees, excluding on-call Detectives, who receive telephone calls or other contacts from the Department regarding work-related matters while off-duty shall be compensated as follows: If the contact exceeds seven (7) minutes in duration, the employee shall be compensated a minimum of one-half (1/2) hour or actual time spent on such call at his/her regular overtime rate of pay, whichever is greater. If the contact takes seven (7) minutes or less, it will be considered minor and will not be compensated. Employees are responsible for reporting all contacts of more than seven (7) minutes as time worked.

J. Off-Duty Canine Care: Canine Officer and dog training activities shall be conducted primarily on-duty. Canine Officers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Canine Officers shall not receive overtime wages for off-duty care of the animal as a family pet. The parties intend to compensate for the off-duty care, feeding, grooming, bathing, exercising, and kennel cleaning and maintenance time. The parties intend to compensate for approximately two and one-half (2 ½) hours per week. The parties agree that not more than two and one-half (2 1/2) hours per week are required for off-duty care of the animal, and Canine Officers shall not exceed two and one-half (2 ½) hours per week in work-related canine duties without approval from a supervisor. The parties agree that dog care activities do not have to be compensated at the same rate of pay as law enforcement activities, and that each person assigned as Canine Officer will be entitled to a three percent (3%) premium to the Officer's base pay. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. Canine Officers shall be entitled to a call back premium when duty concerns emergency care of their animal, consistent with Article 12.B.

ARTICLE 12 – OVERTIME

A. Overtime Work: As used in this Agreement, overtime shall mean that time an employee is authorized and directed to work in excess of eight (8) ten (10) hours or twelve (12) hours, as appropriate, in one or on any day, or in addition to a scheduled forty-hour (40-hour) shift week. Overtime shall be computed to the nearest quarter (1/4) hour. The City has the unqualified right to require employees to work overtime. If an employee is assigned to a twelve (12) hour shift, the employee shall receive overtime pay if the employee works more than twelve (12) hours per day or more than one hundred seventy-one (171) hours in a twenty-eight (28) day work period.

B. Call-Outs and Holdovers:

1. Selection: The City reserves the right to call out any and all employees based on Department need or emergency. Shift holdover shall be offered on the basis of seniority.
2. Exclusions: Exemptions from Section 1, above shall be the same as those listed in Article 11, Section G3b.
3. Payment: For sworn employees, time worked that is not in conjunction with a shift shall be paid at a minimum four (4) hours pay at time and one and one-half (1 ½) the employee's regular rate of pay. For non-sworn employees, time worked that is not in conjunction with a shift shall be paid at a minimum two (2) hours pay at time and one and one-half (1 ½) the employee's regular rate of pay. However, call-out will not be paid for scheduled Departmental meetings, Field Training Officer (FTO), Corporal and

Chief's forum meetings, if the employee is given seven (7) days written notice of the meetings. Such notice may be delivered to an employee's Departmental mail box or electronically. If an employee is called out to work and that call-out is subsequently canceled, the employee shall receive a call-out, unless such cancellation occurs within ten (10) minutes of the first notification to report to work.

C. Duty-Connected Court Appearance: A court or administrative appearance in conjunction with services performed as a Woodburn Police Officer shall be considered time worked, and any expenses associated with such appearances shall be reimbursed. Pay for court or administrative appearances in conjunction with law enforcement services performed prior to an officer's employment as a Woodburn Police Officer will be determined by the City on a case-by-case basis. All witness fees, mileage allowance, and related remuneration paid to the employee for such appearances shall be turned over to the City.

ARTICLE 13 - TIME OFF IN LIEU OF HOLIDAYS AND HOLIDAY PAY

A. Sworn Employee Accrual: Sworn employees will except as provided below for twelve (12) hour shifts accrue 8.67 hours per month for time off in lieu of holidays. For the purposes of accrual of time off in lieu of holidays, a "month" shall be defined as including any month during which a sworn employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Time off in lieu of holiday benefits do not accrue during periods that a sworn employee is on layoff or unpaid leaves of absence. In the event a sworn employee is on layoff or unpaid leave for part of a month, his/her holiday pay accrual will be credited for a full month, provided the sworn employee has worked during that month.

B. Sworn Employee Time Off in Lieu of Holidays: Time off in lieu of holiday, which is taken by sworn employee, will be charged to the nearest quarter (1/4) hour, to the sworn employee's accumulated holiday time account. Sworn employees may only accrue a maximum of one hundred twenty (120) hours of time off in lieu of holidays. Sworn employees will be allowed to carry over time off in lieu of holidays to a maximum of one hundred twenty (120) hours from one fiscal year to another. During any month in which a twelve (12) hour shift is implemented, all sworn employees shall receive thirteen (13) hours of time off in lieu of holiday for that month. Sworn employees shall have their holiday accumulation increased to one hundred fifty six (156) hours during the period of time in which a twelve (12) hour shift is implemented. All sworn employees actually working twelve (12) hour shifts shall receive fifteen (15) hours of time off in lieu of holiday for that month. Such sworn employees shall have their holiday accumulation increased to one hundred eighty (180) hours during the period of time in which a twelve (12) hour shift is implemented. The sworn employee shall be compensated in cash for all holiday time that is in excess of their allotted maximum annual accrual at the conclusion of a three (3) month period ending quarterly. In the event the twelve (12) hour shift is eliminated, employees over the maximum accumulation set forth in the Collective Bargaining Agreement shall be entitled to carry over those hours until such time as they have voluntarily reduced those hours to the amount set forth therein.

C. Non-Sworn Holiday Pay:

1. Non-sworn employees shall have the following paid holidays:

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
Fourth of July	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after the fourth Thursday of November
Christmas Eve	last half of the shift on December 24
Christmas Day	December 25

After completion of six (6) months of continuous service, each non-sworn employee shall be entitled to one (1) floating holiday with pay during each fiscal year. The floating holiday shall be taken at the option of the non-sworn employee, subject to the operating requirements of the Department.

Non-sworn employees working a 5-8's plan shall receive 8 hours of holiday pay for the paid holidays. Non-sworn employees working a 4-10's plan shall receive 10 hours of holiday pay for the paid holidays.

2. If a non-sworn employee's scheduled day off falls on an above-listed holiday, s/he shall be granted a postponed holiday with pay to be taken at the mutual convenience of the employee and the Department.

If the non-sworn employee is on authorized vacation or sick leave with pay when a holiday occurs, such holiday shall not be charged against such leave. Eligible non-sworn employees shall receive one day's pay (8 hours if on 5-8's; 10 hours if on 4-10's) for each of the holidays listed above on which they perform no work.

Non-sworn employees required to work on a recognized holiday shall be compensated in cash for all hours worked on the holiday and one-and-one-half times (1-1/2) times the established straight-time rate, in addition to their regular holiday pay. In lieu of holiday premium pay, the City and a non-sworn employee may agree to an alternative day off with pay. Such agreement shall be in written form and executed prior to the holiday.

D. Sworn and Non-Sworn Utilization: Holiday time off that is taken in conjunction with a vacation pursuant to Article 14 shall not be subjected to the following provisions: Requests for accrued holiday time off shall be in writing and submitted to the on duty supervisor. Such requests shall be approved or denied within one (1) business day of the date that the request is received by a supervisor. Holiday time off requests shall not be accepted by the City during the vacation bidding process under Article 14. The City shall not be required to approve a holiday time-off request if doing so would require or result in inadequate coverage or the payment of overtime to another employee.

E. Termination of Sworn and Non-Sworn Employment: Upon the termination, resignation or other break in seniority of a regular, non-probationary employee, all earned but unused holiday time shall be paid at his/her current wage rate.

ARTICLE 14 – VACATIONS

A. Accrual Rate: The accrual of vacation for sworn and non-sworn employees shall be as follows:

Length of Service	Monthly Accrual	Number of hours Accrued Annually	Maximum Accrual
0-59 months (0-4 years)	8 hours	96 hours	192 hours
60-119 months (5-9 years)	11 hours	132 hours	264 hours
120-179 months (10-14 years)	13 hours	156 hours	312 hours
180-239 months (15-19 years)	14 hours	168 hours	336 hours
240-299 months (20-24 years)	16 hours	192 hours	384 hours
300 + months (25 + years)	17 hours	204 hours	408 hours

Vacation benefits shall be credited as earned for each month of service, in accordance with A, above, except that vacation accrued during the first twelve (12) months of continuous service shall not be credited as earned vacation until the employee completes the first twelve (12) months of continuous service. For the purpose of vacation accrual “month of service” shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Vacation benefits do not accrue during periods that an employee is on layoff or unpaid leaves of absence. In the event an employee is on layoff or unpaid leave for part of a month, his/her vacation will be credited for a full month, provided the employee has worked during that month. For purposes of vacation accrual, the City may credit laterally hired officers for their years of service worked at their prior agency.

B. Utilization: Any vacation accrued in excess of two (2) times an employee’s annual accrual will be forfeited, provided that in the event an employee is unable due to departmental operational needs to take a vacation, he or she may request and be granted a waiver in writing so as to allow for the accrual beyond the above maximum for a specified period. Such waiver period shall normally not exceed four (4) months in duration.

1. Bidding under the Four-Twelve (4/12) Plan: When the Department is operating on a four-twelve (4/12) plan, priority vacation bidding will take place on or around November 1st of each year with the posting of a team schedule. Bidding will be conducted within each team on the basis of seniority, with the senior-most officer having the first vacation choice. Employees shall be allotted eight (8) days in which to complete the seniority-based vacation sign-up process and the City shall have fourteen (14) days after its completion in which to approve or deny the vacation requests, and to accept alternative vacation dates for those denied. During this process, bumping of bids by seniority will be allowed. Once priority vacation bidding is

completed, non-priority vacation and holiday requests will be accepted on a first-come, first-served basis. Notwithstanding the above, in the event the City implements a twelve (12) hour shift schedule, the City and Association may agree to an alternative vacation bidding process. Any such agreement will be confirmed in writing.

2. Bidding under the Five-Eight (5/8) Plan: When the Department is operating on a five-eight (5/8) or four-ten (4/10) plan, priority vacation bidding will take place on or around November 1st of each year. Each employee shall be allowed to sign up for one (1) continuous vacation period for the ensuing shift bid year. The above-specified vacation sign-up shall be conducted on the basis of seniority, with the most senior employee having the first vacation choice. Employees shall indicate their first and second choice for vacation dates on the bid. Employees shall be allotted eight (8) days in which to complete the seniority-based vacation sign-up process and the City shall have fourteen (14) days after its completion in which to approve or deny the vacation requests, and to accept alternative vacation dates for those denied. During this process, bumping of bids by seniority will be allowed.

All vacation shall be in increments of one (1) hour, or longer, Requests for vacation in increments of more than two (2) days must be submitted at least ten (10) calendar days in advance. Requests for vacation increments of two (2) or less days may be submitted at any time. All vacation requests shall be approved or denied on a first-request-received-has-priority basis within three (3) business days of the day of receipt of the request, but not before the seniority bidding process has been completed for the period in question. An employee may combine his/her accumulated holiday time with vacation when scheduling vacation time off.

C. Cancellation of Vacation: In the event an employee is involuntarily required to work during his/ her vacation, he/she shall receive overtime at the applicable rate for all time worked during the scheduled vacation and shall have the option of receiving vacation pay for the time involved (for a total of two-and-one-half times the regular hourly rate) or having the vacation time reinstated to his/her vacation account for use at a later time. This section does not apply to vacations of less than one (1) day.

In addition, if an employee's seniority-bid vacation is canceled by the City for reasons that are not beyond the control of the City, and if the employee has made non-refundable deposits that must thereby be forfeited, he/she shall be eligible for reimbursement subject to the following. At the time of notification of vacation cancellation, which must be hand-delivered to the employee, the employee must advise the City of the fact that certain non-refundable deposits may have been made and the nature of those deposits. Within seventy-two (72) hours of receipt of the notice of vacation cancellation, the employee must submit appropriate documentation to verify any non-refundable deposits. The provisions of this section shall not prevent an employee from voluntarily canceling and/or rescheduling a vacation without the payment of a premium for the time involved.

D. Conversion of Vacation: An employee may make a written request to convert vacation into sick leave or bereavement leave in circumstances where this is justified. With the Chief's approval, authorized vacation time may be converted to sick leave or bereavement leave when the employee experiences a major illness or injury while on vacation or; while on vacation, an event occurs in the employee's family where the employee would qualify for bereavement leave.

E. Termination of Employment: Upon the termination, resignation or other break in seniority of a regular, non-probationary employee, earned but unused vacation time shall be paid at his/her current wage rate.

ARTICLE 15 - SICK LEAVE

A. Accrual: Sick leave with pay shall accrue at the rate of eight (8) hours, per month of employment, to a maximum accrual of nine hundred sixty (960) hours. For the purpose of accrual of paid sick leave benefits, a "month" shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the City. Paid sick leave benefits do not accrue during periods that an employee is on layoff or unpaid leaves of absence. In the event an employee is on layoff or unpaid leave for part of a month, his/her sick leave accrual will be credited for a full month, provided the employee has worked during that month.

B. Utilization: Sick leave shall be available for the following:

1. Personal Illness or Injury that is not Job-Related: Leave will be allowed only when an employee is unable to work because of off-the-job injuries or illnesses, excluding off-the-job injuries and illnesses resulting from outside employment, approved pursuant to Article 9 of this Agreement.
2. Personal Illness or Injury that is Job Related/Workers' Compensation: Sick leave payments will also be made in coordination with the three (3) day waiting period and weekly time-loss benefits for which the employee is eligible to receive from the City's Workers' Compensation carrier, as appropriate, so as to equal his or her regular net pay. When coordinated payments are made, the employee's sick leave or other paid leave account will be charged a pro-rata amount based upon the relationship the payment bears to the employee's regular daily wage.

If an employee qualifies for Workers' Compensation time loss benefits and is given a light-duty assignment, the employee shall suffer no loss of pay or benefits and will be paid his/her regular pay while on light duty without deduction from his/her sick leave bank in accordance with Article 16 Section E.

3. Medical Appointments: Sick leave shall be utilized for medical appointments that cannot reasonably be scheduled during off-duty time on an hour-for-hour basis to the nearest quarter (1/4) hour.
4. Family Illness or Injury: When an employee must be absent from work because of an illness or injury in the immediate family, time off shall be granted as required to care for or arrange for alternative care and charged against sick leave time. For the purpose of this Section, "immediate family is defined as husband, wife, "domestic partner" as defined in Article 22, mother, father, grandparents, children (including step-children), brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household. Paid vacation and/or holiday leave may be used after sick leave is depleted.

C. Sick Leave Verification: The City may require an employee to submit verification of eligibility for sick leave from an employee's doctor or health care professional as whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the City has a

reasonable belief based upon objective and articulable facts that a misuse of sick leave has occurred. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket costs billed by the doctor or health care professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee and/or members of his/her immediate family, consistent with applicable law.

D. Limitations and General Conditions:

1. New Employees: Sick leave shall not be available for utilization until after the first ninety (90) days of employment have been completed.
2. Notification: The employee shall notify his or her immediate supervisor in accordance with procedures that may be established by such supervisor of the need for sick leave as, soon as possible after his or her knowledge of the need.
3. Appearance in Court: If an employee is required to appear in court during their scheduled shift on a day that the employee is off on sick leave, the employee shall, notwithstanding the requirements of Article 11, Hours of Work, and Article 12, Overtime, not be eligible for extra pay for the first eight (8) hours of the court appearance. An employee shall not be charged sick leave for the hours worked pursuant to this section. If an employee is required to appear in court outside of their scheduled shift they will be paid at the overtime rate in accordance with Article 12.
4. Verification of Medical Limitations: Employees must be able to resume their normal work duties upon return to work. A doctor's certificate verifying that the employee is able to resume his or her essential work duties in a manner that does not threaten his/her safety or the safety of others may be required. The City reserves the right to require employees to submit verification of medical ability to safely perform their job duties, as well as confirmation of the precise nature of any limitations on an employee's ability to safely perform his/her job duties as a condition of returning the employee to work.

E. Incentive Conversion: Any employee who accumulates eighty-eight (88) hours or more of unused sick leave within the calendar year has the option to convert eight (8) hours of sick leave into vacation leave as an incentive for low usage of sick leave.

F. Shared Leave: An employee may donate sick leave under the Sick Leave Bank Program as provided in the Sick Leave Bank section of the *City Personnel Policies and Procedures Manual*. If, during the term of this Agreement, the Sick Leave Bank section changes to allow employees additional options for the donation of sick leave or other types of leave, these new provisions of the *Personnel Policies and Procedures Manual* shall also be applied by the City to Association members.

ARTICLE 16 - OTHER LEAVES AND LIGHT-DUTY ASSIGNMENTS

A. Jury Duty: An employee shall continue to receive his/her regular salary for the period of required services as a juror. All monies received for jury duty will be surrendered to the City. Employees on jury duty shall be changed to a duty assignment commencing at 8:00 a.m. and ending at 5:00 p.m. and shall not receive a paid lunch period for the time served on jury duty. In addition, if the

deliberations of the jury extend beyond 5:00 p.m., the employee shall not be entitled to any overtime pay. Employees will report for work when less than a normal workday is required by such duty.

B. Voting Leave: When an employee's work schedule is such that he/she would not be able to vote prior to or after his/her normally scheduled working hours, he/she may be granted a reasonable time off duty to vote without loss of pay or accrued vacation or sick leave.

C. Leave of Absence Without Pay: A regular employee may be granted leave of absence without pay up to twelve (12) months when the work of the Department will not be handicapped by his/her absence. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the City. Leaves of absence for longer than two (2) weeks must be approved by the City Administrator.

D. Family Medical Leave: The City will comply with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Employees who are absent from work for FMLA or OFLA qualifying reasons, but who are not eligible to receive sick leave benefits will be paid accrued holiday pay and/or vacation pay for their absences. In the event an employee does not specify whether he/she prefers to utilize holiday or vacation pay, holiday pay shall be utilized first, then vacation pay.

The employee shall continue to receive health, long-term disability and life insurance benefits during the time the employee is on designated leave under the Family Medical Leave Act (FMLA). Following the expiration of the FMLA entitlement period, health, long-term disability, and life insurance benefits will continue to be paid by the City, provided that the employee continues to have leave hours charged against their leave bank (sick, vacation, holiday).

Effective upon ratification, for purposes of calculating FMLA and/or OFLA leave, the "rolling" year method permitted under 29 CFR 825.200(b)(4) shall be used. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks of FMLA leave that had not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of FMLA leave during the past 12 months, an additional four weeks of FMLA leave could be taken.

E. Limited Duty Assignments: When an officer who is recovering from an injury or illness compensable under Workers' Compensation is certified as fit for limited or light-duty but not full duty, the City shall provide light-duty employment subject to the following limitations and conditions:

1. The maximum duration of such employment shall be six (6) months from date of release unless the parties agree to extend the assignment.
2. Pay for such position shall be as follows:
 - a. The employee shall receive one hundred percent (100%) of his or her regular rate including incentive pay, but not including pay for premium assignments.
 - b. There shall be no charge to the employee's sick leave, holiday or vacation pay banks for the time spent working in a limited-duty capacity. Paid leave time, including sick leave, shall however, continue to accrue and be available to employees while on a limited-duty assignment. During the time an employee is on light-duty, sick leave, holiday in lieu of pay and vacation

pay will accrue at the employee's regular rate. However, employees who utilize sick leave, holiday or vacation pay during a light-duty assignment will be paid at the rate applicable under Section E 2(a), above.

3. The City may assign an employee who is on a light-duty assignment to a different shift without regard to seniority or shift bidding preferences. When it is practical to do so, the City shall also modify the work schedule of limited-duty employees so as to allow the employee to participate in physical therapy and attend medical appointments.
4. There shall be a limit of two (2) full-time equivalent employee (FTE) placed on light-duty. In the event more than one (1) employee is eligible to be placed in the position, the City shall first offer such work to the sworn employee whose injury or illnesses occurred while on duty.
5. The officer must be able to work in the evidence room, take phone inquiries, and conduct background checks/investigations by phone, do filing and perform various other office tasks in order to qualify for the light-duty position.
6. The City may require a medical verification of the employee's ability to safely perform the light-duty duties described in subsection 4, above, as a condition to placing an employee in a light duty assignment. The City shall have the right to obtain a second medical opinion at its own expense in order to verify any medical opinion it has received from the employee's physician.
7. Light-duty work shall not be offered to an officer who is unable to perform his/her regular job duties as a result of his/her misconduct.
8. Light-duty work may be offered to officers injured off-the-job or for medical conditions, subject to Department approval.

F. Bereavement Leave:

1. In the event of a death in the employee's immediate family, an employee shall be granted a leave of absence of up to five (5) consecutive days per occurrence without loss of pay. The amount of bereavement leave granted (not to exceed five (5) calendar days per occurrence) shall be reasonably appropriate and necessary under all the circumstances.
2. Immediate family is defined as husband, wife, domestic partner, mother, father, grandparents, child(ren), step-child(ren), brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household.
3. This leave shall be separate from sick leave and shall not accumulate from year to year.
4. In the event of a death of a co-worker, employees may request and be granted vacation leave or other mutually agreeable time off to attend the funeral. In instances where the essential work of the City would be seriously handicapped by the temporary absence of a group of employees in a division, the City may set a reasonable limit on the number of employees that are to receive such leave.

5. In the event that the City of Woodburn revises the Bereavement Leave section of the *City Personnel Policies and Procedures Manual* during the term of this Agreement so that the bereavement benefits to employees are increased, the increase bereavement benefits shall also be given by the City to Association members.

G. Military Leave: Military leave shall be granted in accordance with federal and state law.

ARTICLE 17- WAGES

A. Appendix A: Wages covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

Effective November 1, 2012, wages shall be increased as provided in the Police Officer and Code Enforcement Wage Schedules contained in Appendix A. The base pay of all sworn employees shall be increased from their current step on the existing Five Step Wage Schedule to the next highest step (for Steps 1 through 8) on the Ten Step Wage Schedule. The base pay of all non-sworn employees shall be reflected in a new Wage Schedule that reflects at least one step increase from the existing schedule to a new Eight Step Wage Schedule. Those sworn employees eligible for longevity steps will be placed on the appropriate new step by tenure. All sworn and non-sworn employees whose base pay does not increase by at least Thirty (30) cents per hour shall receive a one-time wage comparability adjustment in the gross amount of One Thousand Dollars (\$1,000).

Effective July 1, 2013, wages shall be increased by one-and-one-half percent (1.5%) across the board.

As set forth in the Wage Schedule contained in Appendix A, sworn employees are eligible for a three percent (3%) longevity step increase upon completion of ten (10) years of service (reflected as Step 9/Longevity 1 in the Police Officer Wage Schedule in Appendix A), and are eligible for an additional two percent (2%) longevity step increase, for a total of five percent (5%), upon completion of fifteen (15) years of service (reflected as Step 10/Longevity 2 in the Police Officer Wage Schedule in Appendix A).

B. DPSST Certification Pay: Employees shall receive the following pay for maintaining intermediate and advanced certificates:

Police Officer Intermediate certificate (five percent (5%) monthly base salary)

Police Officer Advanced certificate (ten percent (10%) monthly base salary)

The City will continue to provide forty (40) hours of training per year. If possible, the City will offer training that satisfies DPSST standards. In the event the City provided training does not satisfy DPSST standards due to content or required hours, or in the event employees are not available when City training is offered, training shall be obtained by the employee on employee's own time and at employee's own expense. Such expenses shall not be reimbursed by the City. Employees who fail to maintain their certification will be subject to demotion, or in the event of loss of basic DPSST certification, termination.

C. Trainees: New employees who do not have Police certification shall be placed on the trainee level, which is 95% of Step I, until completion of twelve (12) months of service and then placed at Step I until completion of the probationary period.

D. Step Advancement: Employees are eligible for Step advancement following completion of twelve (12) months of service at the prior Step, subject to Department approval and the salary schedule.

E. Denial of Step: If a Step advancement as provided for in this Article is to be denied, the employee shall be given notice of such denial in writing. The notice of denial must also state the reason for the step denial and, where applicable, specify the standards that must be achieved before the step increase will be granted.

ARTICLE 18 -PREMIUM PAY

Employees are eligible for the following premium pay:

A. Motorcycle Patrol Premium: Any employee assigned as a motorcycle officer shall receive pay equal to five percent (5%) of his/her base pay while so assigned.

B. Tactical Service and the Crisis Negotiators Team Premium: Any officer belonging to the Tactical Service Unit ("TSU") and/or the Crisis Negotiators Unit ("CNU") shall receive, as hazard pay, an amount equal to five percent (5%) of his/her base pay for all hours worked in an Operational Activation until the incident commander or designee deems the operation complete and relieves the officer. Operational Activations do not include training, equipment maintenance, or report writing after the officers are relieved by the Incident Commander.

C. Field Training Officer (FTO) Premium: Officers appointed by the Chief or designee as FTO shall receive a premium of five percent (5%) for all hours actively engaged in FTO duties.

D. Spanish Incentive and Russian Incentive: Any employee demonstrating written and oral proficiency in the Spanish or Russian languages shall receive, in addition to his/her regular pay, a seven percent (7%) premium for sworn employees or a three-and-one-half percent (3.5%) premium for non-sworn employees. The City is to determine the level of proficiency required and the manner of testing that proficiency. Newly hired officers shall be eligible to receive language incentive pay upon completion of the Field Training and Evaluation Program (FTEP). Testing for language skills shall not be unreasonably delayed. Any sworn or non-sworn employee whose oral or written skills are not sufficient to pass the test but whose skills are deemed sufficient to utilize on the street shall receive an additional two and one-half percent (2.5%) of base pay. Sufficiency shall be determined by the Chief or his designee.

E. Detectives: Effective January 1, 2006, employees regularly assigned as Detectives shall receive an additional five percent (5%) of monthly base pay.

F. Employees regularly assigned full-time as School Resource Officers or regularly assigned full-time to the Community Response Team shall receive a monthly amount equal to five percent (5%) of the base pay for each month so assigned.

G. **Premium Pay Limitation.** Other than TSU/CNU callouts, no employee shall receive compensation for more than two types of premium pay simultaneously.

H. **Physical Fitness Incentive**

1. **Establishment of Incentive:** Recognizing that physical fitness is beneficial to the health and wellbeing of employees, in addition to lowering the potential cost of health care and work related injuries, a physical fitness incentive is established by this Article.
2. **Opportunity to Take the ORPAT:** Employees will be provided the opportunity to participate in the DPSST certified Oregon Physical Abilities Test (ORPAT) course as a component of the Department's mandatory scheduled training. Participation in the ORPAT test is voluntary and will be conducted during the employee's "on duty" time.
3. **Minimum Standard for Passing the ORPAT:** The minimum standard for passing the ORPAT shall be the time established as passing by DPSST for an Entry Level Police Officer.
4. **Physical Fitness Incentive:** Employees who meet the minimum ORPAT passing standard will receive a \$250 physical fitness incentive for the calendar year during which the ORPAT was administered. Employees are eligible to receive the physical fitness incentive in future calendar years when they meet the minimum passing standard in future ORPAT tests.
5. **Second ORPAT Opportunity:** Employees who take the first ORPAT of the year, but do not meet the minimum ORPAT passing standard shall, at their request, be allowed by the Department to take a second ORPAT within three months after their first attempt. Employees who meet the minimum ORPAT passing standard on their second ORPAT will receive a \$125 physical fitness incentive for the calendar year during which the second ORPAT was administered.
6. **Employees Who Do Not Qualify:** Employees who take the ORPAT, but do not meet the minimum ORPAT passing standard, will not be deemed "physically unfit for duty" or be negatively treated by the Department.
7. **Employees Who Fail to Participate:** Employees who do not take the ORPAT shall not be negatively treated by the Department.

ARTICLE 19 – EXPENSES

A. **City Travel:** Employees will be allowed use of a City vehicle, if available, as needed, to conduct City business or for approved trainings. When an employee is permitted by their supervisor to use a personal vehicle to travel, they shall be compensated at the current IRS rate.

B. **Reimbursements:** When an employee is on an authorized City trip or training within 120 miles from the Police Department, the employee will furnish receipts for reasonable and actual expenses, which are subject to applicable federal/state tax laws. For any authorized City trip or training

more than 120 miles from the Police Department, the employee may elect to receive an advance payment for meals in the amount set forth in Federal Government travel reimbursement guidelines, so long as such request is made at least seven (7) working days prior to the date of departure; such advance payment is subject to applicable federal/state tax laws. If no advance request is made, the employee will furnish receipts for reasonable and actual expenses incurred, subject to applicable federal/state tax laws.

Receipts not totaling a minimum of \$20 will be held until the \$20 minimum is reached or paid quarterly.

ARTICLE 20 – CLOTHING AND UNIFORM

If an employee is required to wear a uniform, the City shall furnish such uniform to the employee. The City shall pay the cost of the uniform. For sworn employees, the uniform shall include body armor, leather, weapon and other such equipment as issued by the Department. The City may approve alternative weapons and leather, or equivalent, which the employee shall provide at his/her own expense. Body armor shall be replaced in accordance with the manufacture's recommendation. The City shall replace all irreparably damaged or stolen equipment issued to employees.

The City will provide a clothing allowance for employees while assigned to plain clothes duty, on an actual reimbursement basis, not to exceed \$150 per quarter.

ARTICLE 21 - MANDATORY TRAINING

A. Training Defined: The kinds of training that may be conducted pursuant to the provisions of this Article shall include such activities as DPSST approved classes, college-level instruction, firearms qualification, and instruction as to departmental methods or procedures.

The City agrees to meet and confer with the Association with respect to the selection and scheduling of mandatory training activities.

B. Cost of Training: The City shall pay all costs of mandatory training.

C. Pay for Training: Notwithstanding other provisions of this Agreement and to the extent permitted by law, the City shall have the right to pay employees at their straight-time hourly rate for training activities that the employee is required to attend which do not fall within the employee's regularly scheduled hours of work. This equates to eleven (11) hours per month on a forty (40) hour work week, three (3) hours per month on a one-hundred-seventy-one (171) hour per twenty-eight (28) day work cycle or as allowed by FLSA.

D. Scheduling of Training: The City may alter the regular shift schedules to enable an employee to attend non-mandatory training outside his/her regular work schedule without incurring overtime obligations for that employee, as a condition of approving attendance at such training. Shift changes for that employee are not subject to advance notice of shift scheduling. Employees attending non-mandatory training will, however, be given at least eight (8) hours off duty between shifts.

Also, when a particular class or training activity is to be offered at two or more different times, and when there is a choice between scheduling an employee to attend the training during his/her regular

work hours or outside his/her regular work hours, the employee shall, to the extent permitted by the City's reasonable operating needs, be scheduled to participate in the training during his/her regular work hours.

E. Firearms Qualification: The City shall schedule not less than six (6) opportunities for each officer to practice shooting his/her firearm each year. Not less than one hundred (100) rounds per participant shall be provided for each such opportunity. Included within the above-specified six (6) opportunities shall be not less than four (4) qualifications.

ARTICLE 22 – HEALTH INSURANCE AND OTHER BENEFITS

A. Medical: The City shall provide to both sworn and non-sworn employees medical and prescription coverage through City County Insurance Services (CIS) the Regence Plan V-A PPP Rx 4 or the Kaiser Medical Plan w/Rx care.

B. Vision: The City shall provide vision coverage to both sworn and non-sworn employees the VSP for Regence participants and Kaiser Vision for Kaiser participants.

C. Dental: The City shall provide dental coverage to both sworn and non-sworn employees through CIS ODS II, Willamette Dental, or the Kaiser Dental Plan.

D. Funding

1. The premium insurance share for both sworn and non-sworn employees shall be ninety-five percent (95%) employer paid and five percent (5%) employee paid for the Regence Plan participant's medical/vision/dental benefits package calculated off of an \$1,800 per month premium cap. For the Kaiser Medical, Vision, and Dental Plans, the City shall pay 100% of the premiums up to an \$1,800 per month premium cap. For both Regence and Kaiser plans, any premium amounts higher than the \$1,800 monthly employer premium cap shall be paid 50% by the employee and 50% by the employer.
2. For example, if the Regence Medical/Dental/Vision premium is \$1950 per month, the employer shall pay \$1785/month ((95% of \$1800 = \$1710) + (50% of \$150 = \$75)) and the employee shall pay \$165 ((5% of \$1800 = \$90) + (50% of \$150 = \$75)). If the Kaiser Medical/Dental/Vision premium is \$1950 per month, the employer shall pay \$1875 ((100% of \$1800 = \$1800) + (50% of \$150 = \$75)) and the employee shall pay \$75 (50% of \$150 = \$75).

E. Life Insurance: For the duration of this Agreement, the City shall provide the following:

1. A life insurance policy equivalent to current base wage with twenty-four (24) hour term life and accidental death and dismemberment policy.
2. A \$10,000 on-duty life policy is in addition to the above.
3. A \$1,000 twenty-four (24) hour life double-indemnity accidental death and dismemberment policy.

F. Domestic Partners: For purposes of this Article, where insurance benefits are extended to “spouses,” domestic partner shall be considered a spouse. A domestic partner is defined as an individual of the same sex as the employee who lives with the employee and has fulfilled the requirements contained in and completed the “Affidavit of Domestic Partnership” form which is available from Human resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to “spouses” as limited by carrier contracts. Employees are obligated to promptly notify the Chief of Police when domestic relationships begin and end.

G. Retirement: PERS – During the life of this Agreement, the City agrees to continue to participate in the Public Employees’ Retirement System, which includes crediting of accumulated sick leave toward improved retirement benefits. Effective October 1, 2008, the City shall pick up, assume, or pay the employee’s contribution required by law to PERS subject to the Oregon Administrative Rules pursuant to PERS statutes.

OPSRP – During the life of this Agreement, the City agrees to continue to participate in the Oregon Public Services Retirement Plan (OPSRP) for eligible employees. Effective October 1, 2008, the City shall pick up, assume, or pay the employee’s contribution required by law to OPSRP statutes.

To the extent permitted by Section 414(H-2) of the Internal Revenue Service Code, employee payroll deductions towards the cost of retirement shall be made on a pre-taxable income basis.

H. Long Term Disability Insurance: The employer will pay LTD to equate to 2/3 base salary. Like current practice for Sergeants. Plan description to be provided to employees upon request.

ARTICLE 23 - PERSONNEL FILE

A. File Review: Each employee shall have the right, upon request, to review and obtain at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of his/her employment by the City.

B. Removal: Letters of warning, upon request of the employee shall be removed from an employee’s personnel file at the end of twelve (12) months from the date the letter of warning was issued, provided there are not subsequent concerns of a similar nature or disciplinary action related to similar conduct during the intervening period of time. Written reprimands, upon request of the employee, shall be removed from an employee’s personnel file at the end of three (3) years from the date the written reprimand was issued, provided there are not subsequent concerns of a similar nature or disciplinary action related to similar conduct during the intervening period of time. All other disciplinary documents shall become a permanent record in the personnel file.

Documents removed from an employee’s personnel file as a result of an employee request will be placed in a confidential file maintained by the Chief of Police. Such documents will not be used against an employee for the purpose of establishing progressive discipline, but may be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating circumstances and compliance with legal obligations.

C. File Additions: Each employee shall have the right to read and sign any written material of an evaluative nature that is placed in his/her personnel file. This includes merit ratings, written

reprimands, demotions, suspensions, or discharge. Any employee may respond in writing to any item placed in such personnel file, and said response shall become a part of said file.

D. Evaluations. Letters of Warning shall not be referenced in evaluations. However, nothing in this Article shall restrict the ability of the Department to evaluate employees based upon performance.

ARTICLE 24 - PROBATIONARY PERIODS

Probationary periods shall apply to both new employees and employees having received a promotion. The probationary period shall be eighteen (18) months for all employees new to the Department; however, when a laterally hired, experienced and police-certified new hire is hired above the Step 1 rate, such officer's probationary period shall be twelve (12) months following completion of the fourteen (14) workday orientation period. New laterals will be eligible for premium pay under Article 18 after completion of FTEP. Employees promoted to a higher classification shall serve a twelve (12) month probationary period. At or prior to the completion of the probationary period, a new employee may be discharged and a promoted employee may be restored to his/her former classification without any reason, justification, or cause being shown.

New employees who are certified and have prior experience may be hired above the Step I rate. An employee so hired shall be eligible for advancement to the next step on the salary schedule after completion of probation. Probation may be extended for a maximum period of six months.

The City reserves the right to negotiate directly with potential lateral hires as to expenses to cover the costs of changing agencies.

ARTICLE 25 – DISCIPLINARY ACTIONS AND PROCEDURES

No regular employee shall be disciplined without just cause and due process. For purposes of this Article, "just cause" shall require that no employee shall receive a written reprimand, be suspended without pay or terminated without just cause. If a question as to just cause exists, it may be resolved by submission to binding arbitration pursuant to the provision of Article 27.

The City acknowledges the right of the employee to request a representative of the Association to be present at any interview where the employee reasonably believes that discipline may result from the interview.

A. Forms of discipline include: Written reprimand; suspension; reassignments or demotions (which would result in a reduction of wage rate and are attributable to misconduct, violation of policies or procedures or noncompliance with standards) and termination. Discipline for regular employees will normally be progressive, however, any level of discipline may be imposed based on the totality of circumstances and just cause.

Forms of evaluation and counseling, including verbal warnings reduced to writing and letters of warning are not considered to be discipline and are not subject to the grievance and arbitration procedures set forth in Article 28. These are less formal means of addressing concerns related to performance, daily operations and compliance with departmental standards and expectations. Such forms of counseling may serve as evidence for future disciplinary action and may be referenced in such

disciplinary actions. Verbal warnings will not be placed in an employee's personnel file, but may be maintained in supervisory or evaluation files to be reviewed and purged, if the concern noted in the verbal warning was addressed and corrected to the satisfaction of the City. Nothing in this Article shall be construed to prevent or inhibit the Chief of Police or superior officers from discussing and addressing matters pertaining to the operational needs and standards of the department with employees.

B. Due Process: In the event an employee is under investigation for potential violation of policy or procedures, noncompliance with Departmental Standards or misconduct which could reasonably lead to "discipline" as defined in Section A, above, the employee will be granted the following procedural rights:

1. Disciplinary Interviews and Notice: The employee and a member of the Association's Executive Board will be given forty-eight (48) hours advance written notice of intent to interview, except in situations where exigent circumstances exist to justify lack of notice (such as controlled substance concerns, etc.) Notice to the employee will generally be hand delivered. Notice to a member of the Executive Board may be made electronically. The notice will include: the general nature of the allegation(s) or concern(s) prompting the interview; the policies and/or standards potentially violated; and a reminder of his/her right to consult with an Association representative and to have such a representative present during the interview. This notice is not however, required under circumstances of an investigation involving alleged criminal conduct.
2. Interviews shall take place on City premises or elsewhere upon mutual agreement, unless an emergency, or special circumstances, exist to justify conducting the interview elsewhere.
3. The City shall make a reasonable good faith effort to conduct employee interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
4. In a non-criminal investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. In an investigation involving potential criminal conduct, employees who are required to answer questions related to the potential criminal conduct will be issued a "Garrity" notice in writing. Such notice will advise the employee that he/she is required to answer questions related to the potential criminal conduct and will be subject to discipline for failure to do so. The notice will further advise the employee that the answers provided in response to this directive will not be used in a subsequent criminal proceeding.
5. In situations involving the use of deadly force, the employee shall be afforded reasonable opportunity to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of such deadly force.
6. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities.
7. 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 or information related to the employee's understanding of the rule or standard in question and mitigating or aggravating factors.

8. If the City or Association tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to either party. If the interviewed employee is subsequently notified of potential discipline and any part of any recording is transcribed by the City, the employee shall be given a copy of the tape prior to his/her due process hearing.
9. Investigations shall be conducted with no unreasonable delay. Disciplinary interviews and grievance procedure meetings will not be delayed to assure an employee's choice of a particular Association representative, unless the City has agreed.
10. Lie Detector Tests: No employee will be compelled to provide polygraph or voice stress tests.

Verbal warnings and letters of warning shall not be considered disciplinary actions and shall not be subject to the provisions of this Article.

C. Pre-Disciplinary Loudermill Hearings: Prior to any discipline being imposed, the employee shall be given the opportunity to meet with the Chief of Police or his designee, personally or through an Association representative or attorney, to provide additional evidence and/or mitigating circumstances related to the disciplinary action being considered. The City will provide reasonable advance notice of the meeting and will respond to requests for information related to the conduct leading to the proposed disciplinary action, including requests for copies of investigation documents, witness statements, tape recordings and other information relied upon as a basis for the proposed disciplinary action within a reasonable period prior to the meeting, consistent with PECBA and due process obligations. The City agrees not to decide on the discipline to be imposed on the employee until after such a meeting.

D. Imposing Discipline: Any employee being disciplined will be given official written notice of the discipline being imposed, including a summary of the factual conclusions; the policy, procedures, standards violated and/or misconduct that occurred.

The employee and/or Association representative shall, upon request, be furnished with a copy of the investigation including all witness statements, tape recordings and other materials collected by the City to impose the discipline.

The City agrees to provide notice of intent not to discipline within a reasonable period, which shall not generally exceed thirty (30) days from the date the investigation commenced. The City may extend this period beyond thirty (30) days, depending on the complexity of the issues, delays in collecting necessary information and scheduling witnesses for interviews, etc., as necessary to complete the investigation.

E. Personnel Files: Disciplinary actions will be placed in employee personnel files and removed from such files in accordance with Article 23 of this Agreement.

F. Officer Involved Shootings: The Department agrees to comply with the procedure for officer involved shootings, attached to this Agreement as Appendix B.

ARTICLE 26 - FUNDING

The parties to this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and, in certain circumstances, by a vote of the citizens of the City of Woodburn. All compensation provided for by this Agreement is therefore contingent upon sources of revenue, and where applicable, budget committee and voter approval. The City will not reduce the compensation specified in this Agreement, because of budgetary limitations. The City agrees to include in its annual budget request amounts sufficient to fund the compensation provided in this Agreement. In the event that the City does not receive the required budget committee or voter approval needed to fund the annual budget, the parties agree to meet to seek possible alternatives to layoff and service reductions.

ARTICLE 26A - DEPARTMENT SEARCHES FOR CITY OWNED PROPERTY

A. The City may conduct searches of City owned lockers, desks or other City property for the purpose of locating City equipment or City owned property that may be stored therein. In doing so the City will not be required to have reasonable suspicion or probable cause that the property or equipment will be found therein, provided that:

1. Prior to the search, notice will be given to the employee who may elect to be present with an Association representative, provided that the presence does not delay the search in excess of 45 minutes. This does not apply when the City is seeking to retrieve needed equipment, such as Tasers, Radios and Radio Equipment, Firearms, and Current Patrol Notebooks. In the event the employee is unable to attend or declines to attend the search, a search will still be conducted in the presence of an Association representative.
2. Upon opening the locker, desk or other City owned property, the City shall only retrieve the item needed, and will not conduct a search of the locker, desk, or other City property, once the item sought has been located, and the City shall not open any personally owned containers found in the locker, desk or other City owned property.

B. An investigative search of City owned lockers, desks or other City property will only be conducted with the approval of the Chief or designee upon reasonable suspicion that a violation of policy or procedure has occurred in accordance with applicable law. All other non-assigned areas (e.g., shared desks, common office space, department vehicles) may be searched by the City at any time for any reason.

C. Searches conducted under the Substance Abuse Policy will be conducted when the City has reasonable suspicion in accordance with the applicable provisions of Article 27G of the Collective Bargaining Agreement between the parties.

ARTICLE 27- SUBSTANCE ABUSE POLICY

The Woodburn Police Department implements the following Substance Abuse Policy to become effective upon execution of the Agreement:

A. Purpose:

1. It is the policy of this Department that the critical mission of law enforcement services justifies maintenance of an alcohol and drug-free work environment through the use of a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of alcohol or use of drugs which interferes with this mission.
2. The law enforcement profession has several uniquely compelling interests that justify the use of employee alcohol and drug testing and other reasonable restrictions designed to produce an alcohol and drug-free working environment. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties.
3. Therefore, in order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and alcohol/drug-free law enforcement profession, this Department has adopted the following rules and procedures:

B. Applicant Drug Testing:

1. Applicants for employment in the Department shall be required to take a drug test as a condition of employment during a post-offer/pre-work medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Prohibited Conduct:

The following conduct is strictly prohibited:

1. Buying, selling consuming distributing or possessing drugs or alcohol during working hours, including rest and meal periods, except in conjunction with the performance of work duties (confiscated evidence, approved undercover operations, etc.)
2. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purposes of this policy, an employee is considered to be “under the influence” of alcohol if his/her alcohol concentration is .02 BAC or more. Alcohol concentration levels measuring less than .02 BAC are considered a negative test result. An employee is considered to be “under the influence” of drugs, if the employee tests positive for having such substances present in his/her body.

In no event will an employee consume any kind of alcoholic beverages within four (4) hours of the time he/she is scheduled to report for work. Where an employee is subject to call-out and he/she has consumed alcoholic beverages within the preceding eight-hour period, the employee shall be required to advise his or her supervisor of that fact, the amount and when the alcohol was consumed.

3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Chief of Police or his/her designee, irrespective of the jurisdiction where such action was taken.

4. Failing to comply with Department directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the Department or rehabilitation counselors pursuant to Article VII of this Policy.

5. Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required by Section D, below.

For the purpose of this Policy, "drugs" includes, but is not limited to the following controlled substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/methamphetamines and barbiturates. However, "drugs" does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

D. Disclosure of Medications:

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties; illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

E. Employee Testing:

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. Reasonable Suspicion. A supervisor may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work “under the influence” of drugs or alcohol.

“Reasonable suspicion” shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

2. Special Assignments. A drug test shall be considered as a condition of placement in special assignments within the Department and shall be administered prior to such assignment where testing is required by the District Attorney. Such assignments will not be used as a pretense for other types of drug testing.

3. Random. During the one year period, 25% of all persons covered by this Policy shall be randomly tested for drugs during unannounced times.

- a. The Chief of Police shall determine the timing of such tests.
- b. Employee’s will be randomly selected from a pool of employee identification numbers by the Association President, and witnessed by the Chief of Police.
- c. Individuals selected for random testing shall be notified the day the test is scheduled, preferably within two hours of the scheduled testing.
- d. In the event the random testing of any employee is deferred because that employee is in a leave status (sick, vacation, parental leave, etc.) or on duty related travel status away from the City, that employee’s test may be deferred. However, any individual whose test is deferred shall be subject to an unannounced test at any time within the following ninety (90) days.
- e. Rehabilitation Treatment. Where testing is required pursuant to Rehabilitation and Return to Work Agreement imposed by the City or an employee’s rehabilitation counselors, individualized suspicionless testing may be required as outlined in that Agreement.

Urinalysis testing will be conducted for all types of drug testing and breathalyzer testing will be conducted for all types of alcohol testing.

F. Testing Procedures:

1. All testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive.

2. The other sample shall remain at the testing facility in frozen storage for a minimum of 90 days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.

3. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.

4. If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee's own choosing.

5. All records pertaining to department required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

G. Searches:

The City reserves the right to conduct searches of City equipment or facilities generally, and may search any area or item of City property directly connected to the Department's operation, as well as personal property brought onto City property (such as desks, files, lockers, cabinets, etc.), consistent with applicable law. Personal property, such as brief cases, lunch boxes, etc. brought onto City property, as well as lockers, may be searched when the City has reasonable suspicion that alcohol or probable cause that drugs or drug-related paraphernalia may be found.

Prior to a search, notice will be given to the employee, who may elect to be present with an Association representative, if such presence does not delay the search in excess of forty-five (45) minutes.

H. Consequences of Violations:

1. Employees who Report Dependencies and Seek Assistance before Committing Policy Violation – Rehabilitation.

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Chief or his/her designee and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees he/she:

- a. Has been evaluated by a Substance Abuse Professional (SAP);

- b. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Any employee who violates the terms of the Agreement is subject to immediate termination.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, and/or vacation pay, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family Medical Leave Act.

2. Employees who Report Dependencies and Seek Treatment after Committing a Policy Violation.

Employees who notify the City of drug or alcohol dependencies *after* violating this Policy are subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in Section H1, above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and the Rehabilitation and Return to Work Agreement are not intended to supercede "just cause" requirements.

I. Revision and Repeal of Prior Policies:

Former General Order No. 1, adopted September 7, 1999 is revised and replaced by this Addendum as it pertains to employees of the Woodburn Police Department.

ARTICLE 28 - GRIEVANCE PROCEDURE

A. Definition: A grievance for the purpose of this Agreement is defined as an alleged violation of this Agreement.

B. Time Limits: The time limits set forth in this Article shall be modified only by written agreement signed by the Association and the City. Failure by the City to respond within a specified time limit shall constitute rejection of the grievance at that step and thereby allow the Association to proceed to the next step within the applicable time limit. Failure by the Association to file a grievance

or proceed to the next step within the time limit specified in each step shall constitute termination of the grievance.

For the purpose of this Article, all references to “day” or “days” shall mean business days.

C. Procedure: In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1- Immediate Supervisor: The employee or the Association shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof or the employee's knowledge thereof. The written grievance shall include: 1) a statement of the specific City action or lack of action which is the cause of the grievance; 2) specific provision(s) of the contract by Article and Section(s) violated; and 3) remedy sought. The supervisor shall make a written response to the grievance within ten (10) days.

Step 2 - Chief of Police: If the grievance is not resolved in Step 1, the grievance shall be appealed to the Chief within ten (10) days of the date the response was received from the employee's immediate supervisor or within ten (10) days of the date that the response was due if no timely response was received. All appeals must be made in writing. The immediate supervisor shall forward to the Chief all materials submitted and received regarding the grievance. The Chief or his designee shall review the materials, conduct interviews and/or meet with Association representatives as deemed necessary and shall issue a written response no later than ten (10) days from the date of receipt of the written appeal.

Step 3 – City Administrator: If the grievance remains unresolved, the grievance shall be submitted in writing within ten (10) days of the date of the response was received, or within ten (10) days of the date that the response was due if no timely response is received, to the City Administrator by forwarding a copy of all materials submitted or received at all prior steps to the City Administrator with a cover letter specifying that the matter is being pursued to the second step. The City Administrator and his/her designee shall meet with the Association within ten (10) days of receipt of the grievance and shall make a written response to the grievance within ten (10) days of the meeting.

Step 4 – Arbitration: If the grievance is not resolved, it may be submitted within fifteen (15) days of the date the response was received, or within fifteen (15) days of the date that the response was due if no timely response was received, to the arbitrator in the following manner.

1. The Association shall serve written notice to the City Administrator of intent to arbitrate and on the same date request a list of five (5) names from the Employment Relations Board (ERB). Within seven (7) days of receipt of the list, the parties shall alternately strike one (1) name from the list, until only one (1) is left. The one (1) remaining shall be the arbitrator.
2. The arbitrator shall render a written decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have the authority to alter, modify, add to, or detract from the terms of this Agreement. The decision

of the arbitrator, provided it is within the scope of this Agreement, shall be final and binding on both parties.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

For the purpose of this Article, all references to "day" or "days" shall mean business days (Monday through Friday, excluding holidays.)

ARTICLE 29 - SAVINGS CLAUSE

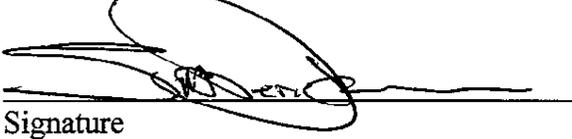
Should any Article, or portion thereof, of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute if possible, for the invalidated Article or portion thereof.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be effective upon the date of signing. The terms and conditions of the Agreement shall remain in full force and effect through June 30, 2014, and shall also remain in effect through any negotiations for a successor Agreement. This Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

Executed this 28 day of November, 2012.

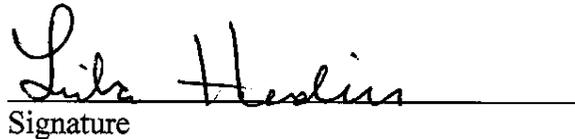
FOR THE CITY


Signature

City Administrator
Title

11/28/12
Date

FOR THE ASSOCIATION


Signature

WPA PRESIDENT
Title

11-21-12
Date

APPENDIX A

WAGES

Effective November 1, 2012:

Sworn Employees - Police Officers:

WPA Proposed

	75.0%	78.0%	81.0%	85.0%	89.0%	93.0%	98.0%	100.0%	103.0%	105.0%	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Longevity 1	Longevity 2	
1.0	22.09										Trainee (95% of Officer Step 1)
1.1	23.25	24.18	25.11	26.35	27.59	28.83	30.38	31.00	31.93	32.55	Officer
1.2	23.84	24.79	25.74	27.01	28.28	29.56	31.14	31.78	32.73	33.37	PO + Basic Language (2.5%)
1.3	24.88	25.88	26.87	28.20	29.53	30.85	32.51	33.17	34.17	34.83	PO + Advanced Language (7%)
2.1	24.42	25.39	26.37	27.67	28.97	30.28	31.90	32.55	33.53	34.18	Intermediate (105% of Officer)
2.2	25.04	26.03	27.03	28.37	29.70	31.04	32.70	33.37	34.37	35.04	Inter + Basic Language (2.5%)
2.3	26.13	27.17	28.22	29.61	31.00	32.40	34.14	34.83	35.88	36.58	Inter + Advanced Language (7%)
3.1	25.58	26.60	27.63	28.99	30.35	31.72	33.42	34.10	35.13	35.81	Advanced (110% of Officer)
3.2	26.22	27.27	28.33	29.72	31.11	32.52	34.26	34.96	36.01	36.71	Adv + Basic Language (2.5%)
3.3	27.38	28.47	29.57	31.02	32.48	33.95	35.76	36.49	37.59	38.32	Adv + Advanced Language (7%)

Non-Sworn Employees - Code Enforcement Officers:

		Non-Sworn Code Enforcement							
		75%	78%	81%	85%	89%	93%	98%	100%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CE		\$17.07	\$17.75	\$18.43	\$19.34	\$20.25	\$21.16	\$22.30	\$22.75

APPENDIX B
OFFICER INVOLVED SHOOTING

For officer convenience, the Law Enforcement Use of Deadly Physical Force Response Plan adopted by the Marion County Use of Deadly Physical Force Planning Authority pursuant to Senate Bill 111, Oregon Laws 2007 is appended to this Agreement. Because of the existence of other remedies, the Association and the City agree that Appendix B shall not be subject to arbitration under the grievance procedure or serve as the basis for any other claim of a violation of this Agreement.