



AGREEMENT

between

CITY OF GRESHAM

and

GRESHAM POLICE OFFICERS ASSOCIATION

2019-2022

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PREAMBLE

THIS AGREEMENT is entered into this 13th day of May, 2020, between the City of Gresham, Oregon (hereinafter referred to as the "City"), and the Gresham Police Officers' Association (hereinafter referred to as the "Association").

ARTICLE 1 - RECOGNITION

1.1 BARGAINING UNIT

The City recognizes the Association as the sole and exclusive bargaining agent for all regular, full-time employees in the bargaining unit in the following classifications that are not supervisory or confidential as provided by the Public Employees Collective Bargaining Act:

Police Officer
Police Technician
Senior Police Technician
Criminalist
Police Sergeant

1.2 TEMPORARY EMPLOYEES

Temporary employees are those employed for a period not to exceed ninety (90) calendar days in any calendar year. In the event an employee occupies a position beyond ninety (90) days, the employee shall be considered a probationary employee and time served as a temporary employee shall count toward the probationary period. The City agrees temporary status will be used only in unusual or emergency situations.

1.3 NEW CLASSIFICATIONS

When a new classification is established by the City and added to the bargaining unit, the City will designate the classification and salary rate. The Association shall be notified, in writing, and the salary rate established by the City shall be considered tentative until the Association has been given an opportunity to meet and negotiate a salary. If negotiations occur and an impasse is reached the parties will waive mediation and proceed directly to interest arbitration. In any event, the City may implement the new classification at its discretion.

ARTICLE 2 - NONDISCRIMINATION

All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include both male and female.

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, sexual orientation, religion, national origin, union affiliation, political affiliation, mental or physical disability and other protected status and protected activity, except as provided by law.

ARTICLE 3 - CITY SECURITY

3.1 NO STRIKE

The Association agrees that employees covered by this Agreement shall not engage in a work stoppage, slowdown, or strike. If any unauthorized work stoppage, slowdown, or strike takes place, the Association will immediately notify the employees engaged in unauthorized activities to cease and desist, and shall publicly declare that the activity is illegal and unauthorized.

3.2 UNLAWFUL WORK ACTION

Any employee engaging in any illegal work action, work stoppage, slowdown, or strike shall be subject to immediate dismissal by the City without any right to any of the benefits provided for under this Agreement, except the right to file a grievance beginning at Step II of the process (see Article 9). Except as required by law, nothing shall limit or impair the right of any employee to lawfully express or communicate a complaint or opinion on a matter related to the conditions of employment.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as specifically and expressly limited in this Agreement, the City shall have and retain all legal and customary rights. These rights include, but are not limited to, the exclusive right to:

- A. Determine the mission of its departments, divisions, boards, and commissions, and set all standards, types, and frequency of service;
- B. Exercise complete control and discretion over its organization, operations, and the technology of performing its work;

- C. Determine the procedures and standards of selection for employment, specialty assignments, including career development assignments and promotion;
- D. Direct and supervise employees, including the right to hire and to discipline, suspend, relieve employees from duty, and discharge employees for cause;
- E. Establish and administer the fiscal budget;
- F. Determine and direct the evaluation of employee performance, including the methods and procedures to be used;
- G. Determine and direct all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; and
- H. Maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

The rights of employees in the bargaining unit and of the Association are limited to those under state law and those specifically set forth in this Agreement. The City expressly retains all authority, powers, privileges, and rights not specifically limited by the terms of this Agreement, provided any bargaining obligation arising from ORS 243.650 et seq. is satisfied.

Nothing herein shall be considered a waiver of the Association's right to collectively bargain over changes in mandatory subjects of bargaining.

ARTICLE 5 - ASSOCIATION SECURITY/BUSINESS

5.1 FAIR SHARE

Employees who do not become members of the Association, or who cease to be members of the Association, shall make an affirmative decision, in writing, as to whether such an employee shall make payments in lieu of dues to the Association. Such payments shall be determined by the Association in accordance with statutory and constitutional requirements. The City shall deduct employees' payments in lieu of dues from the last paycheck of each month in accordance with Article 5.4 of this Agreement, and shall remit payments to the Association within ten (10) days after the deduction is made.

5.2 RELIGIOUS OBJECTION

Any employee who is a member of a church or religious body, having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment

of dues to it or as otherwise required by law, may make an affirmative decision, in writing, as to whether such an employee shall pay an amount equivalent to regular dues and initiation fees and assessments, if any, to a nonreligious charity or a charitable organization mutually agreed upon by the employee and the representative of the Association. The employee shall furnish written proof to the City and the Association that this has been done.

5.3 CHECKOFF

Upon receipt of a lawfully executed authorization from an employee, the City will deduct Association initiation fees and dues from employees' wages. The Association will provide employees with authorization forms for notifying the City regarding these deductions. The amount to be deducted must be certified in writing to the City by the Association. Deductions shall be remitted monthly to the Association no later than ten (10) days after the pay period in which they are made.

5.4 PAYROLL DEDUCTIONS

Payroll deductions other than dues checkoff shall be paid no later than ten (10) days after the pay period, provided the organizations, employee and/or Association have properly submitted the monthly statement to the City in a timely manner. Subject to the needs and limitations of the payroll system as determined by the City, the City will deduct other amounts for payment as authorized in writing by employees and/or the Association.

5.5 INDEMNIFICATION

The Association agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

5.6 SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Association and the City Manager and/or the Chief of Police, or their designees, at mutually agreed upon times. Meetings shall be arranged in advance, and an agenda of matters to be discussed shall be presented at the time the agreement to confer is made. Two (2) official Association representatives shall be permitted to attend conferences without loss of pay, if the meetings are scheduled during on-duty hours of the representatives.

5.7 VISITS BY ASSOCIATION REPRESENTATIVES

The City agrees that authorized Association representatives, who are currently certified in writing with the City, and who have obtained approval of the City Manager or the Chief of Police, may have reasonable access to City premises during working hours for

assisting in the administration of this Agreement or conducting official Association business.

5.8 CONTRACT RENEWAL SESSIONS

The Association's negotiating team, to be composed of no more than seven (7) on-duty employees, shall be permitted to attend negotiation meetings with the City relative to securing contract renewal without loss of regular pay, unless such absences hamper the normal operations of the Department. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

ARTICLE 6 - PERSONNEL FILE

6.1 FILE REVIEW

The City, upon request, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file shall be provided at the City's expense. The official personnel file shall be maintained by the Human Resources Department; however, the Police Department may maintain working files, parts of which may, when the Police Department deems necessary, be transferred to the official file.

6.2 WRITTEN RESPONSE

The employee may respond in writing to any item placed in the personnel file. Any written response will become a part of the file.

6.3 FILE PURGING

All letters of warning, reprimand, and other disciplinary action shall be removed from the personnel files three (3) years after the date of issuance upon written request from the employee or the Association, unless the employee has committed the same or similar infraction during the three (3) year period, in which case the request for removal time date will be three (3) years after the issuance of the subsequent disciplinary action. At the time requests for removal are granted, the City will also remove all investigation reports and documents supporting such disciplinary actions. All other personnel materials shall be retained for the minimum retention periods according to OAR 166-200-0305.

ARTICLE 7 – SENIORITY

7.1 DEFINITION

“Seniority” as used in this Agreement, is determined by the length of an employee's continuous employment in the Gresham Police Department and membership in the bargaining unit since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

7.2 SENIORITY LIST

The City will provide the Association with a copy of the seniority list in January of each year. The Association will be notified of changes to the list July 31 of each year.

7.3 LOSS OF SENIORITY

An employee shall lose all seniority and the employment relationship shall be severed in the event of discharge, voluntary resignation, failure to timely respond to a recall notice as set forth in Section 8.3, layoff for more than eighteen (18) months, failure to return from an on-the-job injury or occupational illness, in accordance with state and/or federal law or other types of lawful separation as prescribed by state or federal law.

7.4 SEMI-ANNUAL SHIFT ASSIGNMENTS

On or before August 1 and February 1 of each year, the Department shall post a shift and days off assignment roster on the Association bulletin board without assigning officers and detectives by name. Officers and detectives shall enter their names on this roster in the order of their seniority. Officers and detectives who fail to sign the roster in a timely fashion shall be assigned a shift and days off by the Department. Sign up for the August 1 roster shall be completed by September 1 in order to be implemented on October 1. Sign up for the February 1 roster shall be completed by March 1 in order to be implemented by April 1. Employees who are reassigned in the middle of the semi-annual shift cycle shall not be able to bump other employees upon reassignment.

This section shall also apply to Sergeants, Criminalists, Senior Police Technicians and Police Technicians.

No employee shall be evaluated, or subject to approval for time-off, training, or any other benefit, by any relative. “Relative” is defined to include spouse, child, grandchild, parent, sister, brother, aunt, uncle, niece, nephew, grandparent, son or daughter-in-law, sister or brother-in-law, mother or father-in-law or a person in loco parentis.

7.5 SPECIAL SKILLS ASSIGNMENTS

- A. Officers with certain special skills may be assigned squads and days off by the Department based upon Department requirements for such skills. The following are recognized as officers with such skills: motorcycle and other traffic officers,

investigators, field training officers, dog handlers, and E.O.D. officers. However, if a field training officer is assigned to a squad or days off pursuant to this section, the field training officer shall receive an additional ten percent (10%) of regular base pay in addition to regular salary, for the entire time of the assignment, whether or not the field training officer is performing such duties during the time of the assignment. If more than three (3) officers on the S.W.A.T. tactical team choose the same squad within a section, then the Department may vary from seniority. If more than one (1) Sergeant on the S.W.A.T. tactical team chooses the same squad within a section, then the Department may vary from seniority.

- B. This section shall also apply to Sergeants.
- C. Only for the purpose of Section 7.5 and Section 7.8 below, a “squad” shall be defined as a group of officers and their sergeant(s) who work the same hours and same days.

7.6 PROBATION ASSIGNMENTS

Employees on probation may be assigned shifts and days off by the Department. The City will retain the right to assign Sergeants during the first two (2) years of their tenure to ensure they will work all shifts.

7.7 SERGEANTS

Members promoted to the position of Sergeant will maintain seniority within the bargaining unit. However, members in the position of Sergeant will have a separate seniority list. Time served as a Sergeant within the Department will count toward the separate Sergeant seniority. Any time spent acting as an AIC Sergeant, that is contiguous to promotion to Sergeant will count toward separate Sergeant seniority. Non-contiguous AIC Sergeant time will not count toward separate Sergeant seniority. Then the date of promotion/appointment for future salary increases within the salary range of the employee’s new classification will be the date of the employee’s initial appointment to such contiguous AIC status.

7.8 TRANSFERS OUTSIDE OF NORMAL SHIFT ASSIGNMENTS

Employees may transfer between shifts, “squads” and days off as follows:

- A. Personal or voluntary shift or days off trades at the request of two (2) or more officers may be made with the consent of the Department;
- B. Officers may transfer to different shifts or days off due to genuine hardships, with the consent of the Department;

- C. Transfers between sections and units, such as from investigations to patrol, shall be made at the direction of the Department; and
- D. If the Department reallocates days off within a certain shift, the officers involved will be given the opportunity to bid for days off by seniority.

Any transfer may require corresponding reassignment of other personnel between shifts and/or realignment of days off within shifts to maintain an appropriate balance of field strength. The following criteria shall be adhered to:

- A. A minimum of personnel shall be reassigned;
- B. The Department shall solicit, for at least forty-eight (48 hours), volunteers for reassignment;
- C. Personnel involuntarily reassigned shall be the least senior officers available, consistent with reasonable operational needs of the Department; and
- D. After a transfer between shifts, days off within shifts may be realigned by seniority within thirty (30) days.

ARTICLE 8 - LAYOFFS

8.1 STANDARD

In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

8.2 BUMPING

Any Bargaining Unit employee who is to be laid off who had advanced to his present classification from a lower classification within the Bargaining Unit in which he held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

8.3 RECALL

No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond eighteen (18) months from the date of layoff. Employees will be called back from layoff in the inverse order of layoff provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status must accept or decline an opening within fifteen (15) calendar days of receipt of notification or twenty (20) calendar days of USPS mailing, whichever occurs later. The employee is obligated to keep the City informed of his/her current address. When recall occurs, the City will notify the employee through certified mail.

An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above specified time, all recall rights will be waived and employment will be severed.

ARTICLE 9 - SETTLEMENT OF DISPUTES

9.1 PROCEDURE

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee shall make a good faith attempt to resolve the dispute informally with his/her immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to their "Management Team" within ten (10) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
- (b) the section(s) of this contract alleged to have been violated;
- (c) the remedy sought; and
- (d) the name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the grievant and such meeting shall occur within 30 days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance is not resolved at Step 2 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Attorney or designee within ten (10) days following the date the "Management Team's" response is due or received, whichever is earlier.

The employee's "Management Team" shall normally consist of all supervisors responsible for evaluating the employee's job performance, including the Chief and the Director of Human Resources or their designees.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the Association shall, within ten (10) days of the Association's notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of the names of seven (7) Oregon and/or Washington arbitrators. A copy of the Association's request shall be provided to the City Attorney or designee. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The cost of arbitration shall be borne by the non-prevailing party. The arbitrator shall designate and/or allocate which side is the non-prevailing and/or losing party. Should a scheduled arbitration be canceled due to a settlement, and if the settlement does not apportion which party will pay the cancellation fees, then the parties will split equally any cancellation fees.

9.2 TIME LIMITS

All parties subject to these procedures shall be bound by the time limits contained herein. All references to "days" in this procedure shall be interpreted as calendar days. If either party fails to follow such limits, the following shall result:

- A. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived.

- B. If the City, at any step, fails to respond in a timely fashion, the grievance shall be deemed valid and the remedy sought implemented so long as the remedy sought falls within the Collective Bargaining Agreement and is not contrary to or inconsistent with Gresham Administrative Rules, Gresham Employee Manual, Department General Orders, or State or Federal laws.
- C. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Association or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.
- D. Upon mutual agreement, in writing by the Association and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.
- E. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration but within at least two (2) hours of the conclusion of the arbitration hearing.

Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

ARTICLE 10 - DISCIPLINE

10.1 STANDARD

No employee shall be disciplined except for just cause or as set forth in Article 21.4. Letters of admonishment, performance log entries, special performance reviews, oral reprimands, warnings or counselings are not considered discipline and shall not be subject to the grievance procedure contained in this Agreement.

10.2 IMPLEMENTATION

If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee.

10.3 JUST CAUSE STANDARDS

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C. The City must conduct a reasonable investigation.
- D. It must be determined that the employee is guilty of the alleged misconduct or act.
- E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Association from raising other issues appropriate to defend employees in an arbitration setting.

ARTICLE 11 - PAID TIME OFF (PTO)

11.1 ACCRUAL

The intent of this PTO program is to provide greater flexibility to employees in planning and utilizing their time off, while enabling the Department to create and maintain more reliable work schedules for all employees.

As reflected in the table below, employees will accrue six extra days in their PTO bank each year in addition to their previous vacation accrual rate. The six additional days resulted from the transfer of six days of sick leave accrual to the member's PTO bank.

Each member shall accrue PTO in the following amounts totaled in the PTO Monthly Accrual column in the table below:

- A. 8 hours per month, for an annual total of 96 hours, as PTO for holidays.
- B. Vacation monthly accrual rate.
- C. 4 hours per month, representing the transfer of 6 days from sick leave, as described in this article.

Full-time employees shall accrue working days of PTO per full calendar month of employment completed, as outlined below:

MONTHS OF SERVICE	VACATION ACCRUAL PORTION	PTO MONTHLY ACCRUAL	PTO ANNUAL ACCRUAL /HRS	PTO MAX ACCRUAL	LAST 3 YEAR MAX ACCRUAL
0 – 71 Months	8.66 hours	20.66 hours	247.92 hours	304 hours	407.76 hours
72 - 131 Months	12.00 hours	24.00 hours	288 hours	384 hours	528 hours
132 - 191 Months	16.00 hours	28.00 hours	336 hours	480 hours	672 hours
192 - 251 Months	17.33 hours	29.33 hours	351.96 hours	512 hours	719.88 hours
252 Months +	18.75 hours	30.75 hours	369 hours	546 hours	771 hours

Accrued PTO shall be credited as earned leave for each month of employment in accordance with section 1 above.

Once each fiscal year between November 1st and December 31st, an employee may opt to cash out from twenty (20) to eighty (80) hours of PTO. Cash outs must be documented in writing, must be increments of ten (10) hours (i.e. 20, 30, 40, 50, 60, 70, 80). An employee must have at least the same number of PTO hours remaining in their PTO bank after they receive their cash out of PTO.

For purposes of termination or retirement, payroll will report PTO time as vacation time and sick leave bank time as sick leave.

11.2 UTILIZATION

A member’s PTO bank shall be used for personal leave, including vacation, medical and dental appointments, disability, illness, family emergency, personal business, care of sick children or family members, school visits and OFLA and/or FMLA qualifying absences in the event sick leave is depleted or in accordance with state and federal law. Requests to use PTO leave shall be submitted in writing or electronically using the City’s scheduling system software at least forty- eight (48) hours in advance, when practical. Employees are encouraged to inform their supervisor of requests to use PTO leave as early as possible.

Approval of PTO requests prior to the completion of an employee's probationary period shall be based on the employee's performance, except when the PTO request relates to a protected status leave request, in which case such PTO shall be granted pursuant to state and federal law.

11.3 PAID TIME OFF (PTO) AND SICK LEAVE

Utilization of Sick Leave is limited to those cases in which a member is too sick or injured to report to work for at least three (3) consecutively scheduled workdays, and will be subject to all of the provisions on Sick Leave Usage that may apply in Article 13.3. In such cases, the first two (2) days of absence will be deducted from PTO, and absences on any remaining consecutively scheduled workdays will be deducted from sick leave. Sick leave can, however, also be utilized to cover any absence for which the member qualifies and is granted FMLA and/or OFLA leave or in cases where the member is medically restricted by a health care provider from working as a result of a Workers' Compensation claim in accordance with Article 14.

It is understood that from time to time a member may be unable to work due to an unforeseen, unscheduled illness lasting less than three (3) days. Unscheduled absences of this kind will be covered by the member's PTO bank, and will be subject to all of the provisions on the usage of sick leave that apply. Unscheduled absences due to illness that are covered by PTO are not subject to the forty-eight (48)-hour advance notice requirement and must be recorded in the City's record-keeping system as PTO-Sick.

11.4 MAXIMUM ACCRUAL

The maximum accrual for Paid Time Off (PTO) shall be as shown in the table in section 11.1 and consists of two times the previous vacation accrual rate and one times the previous holiday accrual rate. It is the responsibility of the employee to maintain their PTO bank within the maximum limits.

In the event an employee accrues beyond the maximum accrual, the City may initiate a mandatory PTO leave of sufficient duration to reduce unused PTO below the maximum allowable accumulation. The Association will encourage members to self-monitor their PTO banks in order to reduce the necessity for management to initiate mandatory leave.

Employees will be eligible to carry over a maximum of three (3) times their annual vacation accrual portion of PTO, plus ninety-six (96) holiday hours, during the last three (3) years before retirement. (See table.) Employees wishing to exercise this option shall notify the City of their intended retirement date. The City shall only be obligated to allow usage of up to twice their annual accrual as stated in paragraph one (1) above for actual time off purposes. In the event the employee does not retire as specified, the excess

hours may not be accessed by the employee and will be frozen at the accrued time and hourly rate in effect on the original retirement date provided to the City.

11.5 DEATH OR TERMINATION

Upon termination, resignation, retirement or other severance of employment, the employee will be paid for all earned but unused PTO leave.

The City will include certification incentive pay and specialty pay granted pursuant to Articles 18.6 – 18.12 to cash outs of earned, but unused PTO upon retirement and voluntary or involuntary separations due to disability. Specialty pay applied to PTO cash outs will be capped at eight percent (8%) of regular base pay, plus certification incentive (18.14).

The parties agree that absent a specific written agreement to the contrary, the certification incentive pay and specialty pay will not be included in PTO cash outs to employees who are separated for disciplinary or other reasons.

In case of death, compensation for all earned but unused PTO leave shall be paid in the same manner that salary due the decedent is paid.

11.6 SCHEDULING

All requests for PTO shall be scheduled and taken in accordance with the best interests of the City and the department or division in which the employee is employed. Preference in scheduling one continuous period of time for PTO shall be by seniority, provided requests are made, in writing, by April 15 of the calendar year in which the vacation is taken. All other PTO requests will be made on an as available basis, and will be granted by the Department consistent with operational needs. It is agreed that the avoidance of creating OT in order to approve a PTO leave request is a legitimate and reasonable operational need of the Department.

As an exception to the provision in Article 19.6 addressing the submission of compensatory time off requests that necessitate OT as a part of a block of requested PTO, the City agrees to grant PTO to one officer per shift on the 4th of July and New Year's Eve Day, regardless of minimums established by the City for those days. The one officer guarantee shall include officers who have requested PTO for multiple days that encompass either the 4th of July or New Year's Eve Day, as well as officers who have requested PTO only for those days. In the event the City declares an emergency, the emergency will override the guarantee that at least one (1) officer will be granted PTO.

An employee working three (3) twelve and one half (12.5) hour night and/or afternoon shifts per work week is subject to attendance at judicial and/or quasi-judicial proceedings outside the control of the City or the employee. In recognition of the impact

of such attendance on night and/or afternoon shift employees working this schedule, the City agrees that if such an employee is required to be in attendance at such a proceeding in response to a subpoena or Department directive for five (5) or more hours in a business day (0800-1800 hours), and the Department is at minimum staffing for the following work shift, the City will allow the affected employee to use PTO, if requested, for the shift or portion of the shift immediately following their attendance at the proceeding, as an exception to normal PTO approval policies. This use of PTO will not negatively affect the employee for purposes of promotional consideration, annual review, etc.

The maximum amount of PTO that may be taken at any given time shall be that which has accrued to the employee concerned within the maximum limits.

The minimum amount of PTO that may be taken at any given time shall be one (1) hour.

11.7 RECALL FROM PAID TIME OFF (PTO)

In the event that an employee is required to be called back to work by the Department for any purpose during authorized PTO leave that exceeds three (3) or more consecutive days, the employee shall not be charged for PTO days worked and shall be paid overtime for the time worked on the callback. In addition, the City shall reimburse the employee for all reasonable travel costs associated with traveling to and from the work site if such travel is from other than the employee's home. It is the intent of the parties that this section applies to members who are called back on days off taken in conjunction with PTO time. Employees shall not be placed on standby on days off adjacent to a PTO period unless emergency conditions exist.

ARTICLE 12 – HOLIDAYS

12.1 HOLIDAY ACCRUAL

Employees shall accrue time off for holidays, at the rate of 8.0 hours per month, for a total of ninety-six (96) hours. Holiday accrual shall accrue to the PTO leave bank and become part of the monthly accrual for PTO in accordance with Article 11, Section 11.1.

12.2 CITY HOLIDAY

In addition to Section 12.1 above, an employee's holiday bank will be credited four (4) hours of holiday-4 leave on December 31st of each year. Holiday-4 leave must be used by December 31st of the following year.

12.3 HOLIDAY LEAVE REQUESTS

Holiday-4 leave requests shall be made in writing and shall be granted by the Department consistent with operational needs.

12.4 SUPER HOLIDAY COMPENSATION

An employee who is not regularly scheduled to work between the hours of July 4th 1900 to July 5th 0300 and/or December 31st 1900 to January 1st 0300 shall be paid double time (2x) their regular rate of pay for all hours worked during their entire shift.

ARTICLE 13 - SICK LEAVE

13.1 ACCRUAL

- A. To reduce the cost of non-occupational illnesses and injuries, employees shall accrue sick leave at the rate of four (4) hours for each full month of employment. Eligibility to use sick leave benefits is established after the first full calendar month of employment. Sick leave may be accumulated to a maximum of two thousand four hundred eighty (2480) hours. Except as required by state and/or federal law or when there is a written agreement between the City and the Association unused sick leave shall not be compensated upon termination or other separation from employment, unless termination is due to disability or retirement.
- B. Upon retirement or termination due to disability, the City agrees to contribute one percent (1%) of the employee's unused sick leave accrual for each full year of service multiplied by the base hourly rate for the top step for Sergeant to the employee's HRA/VEBA account. (Sick leave hours accrued x top step base hourly rate for Sergeants x .01 x full years of service completed)

13.2 NOTIFICATION OF USE

An employee shall notify the on-duty supervisor of the need for sick leave as soon as possible after knowledge of the need. Should an employee recover from illness during their regularly scheduled shift, he/she shall contact the on-duty supervisor regarding whether to report for duty.

13.3 UTILIZATION

Sick leave will be allowed when an employee is unable to work because of illness, off-the-job injuries, authorized leave under State and Federal family and medical leave laws, the Oregon Sick Leave Law and workers' compensation as provided in Article 14 - Workers' Compensation.

Sick leave usage is subject to provisions of 11.3, Paid Time Off and Sick Leave.

When a request for sick leave exceeds the number of hours available in the leave bank, other accrued leave shall be transferred and utilized in the order determined by the employee.

13.4 ABSENCES FROM WORK DUE TO ILLNESS, INJURY OR SICKNESS

- A. Whenever an employee is absent from work due to illness, injury or to care for a sick or injured family member, the City may require verification of illness or injury by a health care provider's (HCP) certificate for the purpose of determining an employee's eligibility for OFLA/FMLA leave, in accordance with applicable state and federal law. A Verification request, confirming the validity of the employee's use of OFLA/FMLA leave may be requested by the City consistent with applicable law.
- B. The Certification of HCP form used by the City will only contain requests for information from the HCP sufficient to enable the City to substantiate the validity of the employee's use of FMLA, OFLA and/or other applicable leave.
- C. Whenever the City has an "objective factual basis" to believe that there is an abuse of sick leave, the City may take steps to investigate questionable work absences for illness, injury or to care for a sick or injured family member. Prior to initiating and/or imposing disciplinary action when sick leave abuse is suspected, the Chief or designee will notify the employee and the Association in a meeting and in writing that the employee's absences appear to be questionable. The purpose of this notification is to share the "objective factual basis", review the lawful reasons for which sick leave may be taken, provide the employee and the Association an opportunity to identify the reasons for the absences that qualify for sick leave, and to assist the employee to improve their attendance.
- D. The City may require an employee to submit written certification from a HCP or other acceptable verification of eligibility to receive sick leave benefits for absences not covered by state or federal family medical leave laws, under the following conditions:
 - 1. Whenever the employee's absence exceeds four (4) consecutive workdays and the employee's absence is not associated with an on-going health issue already known to the City; or
 - 2. Whenever the City has an "objective factual basis" to believe that a misuse or abuse of sick leave may be occurring.
 - 3. For the purpose of Article 13, "objective factual basis" shall include:

- a. A pattern of usage in conjunction with days off, vacation, holidays or compensatory time;
 - b. A pattern of usage on days when a spouse or significant other is off work;
 - c. A pattern of calling in sick on a previously denied day off;
 - d. The existence of indicator(s) that the absence was motivated by a desire to avoid undesirable working assignments, deadlines, etc.;
 - e. Statements or actions that indicate an intent to deliberately mislead or misrepresent the reasons for reported absence; or
 - f. Physical observations (return to work with signs of outdoor recreation, such as sun burns, etc.) and/or other information that provides an “objective factual basis” for the suspicion that the employee was not absent for reasons that qualify for sick leave usage under this Article.
- E. Any expenses incurred by the employee resulting from the request by the City for a verification of illness or injury will be the responsibility of the City and will be either paid by the City or reimbursed to the employee by the City.
- F. An employee who is determined by the City to be abusing or misusing sick leave is subject to discipline.

ARTICLE 14 – WORKERS’ COMPENSATION

When an employee is absent from work because of an on-the-job injury or occupational illness, the time off will not be charged to sick leave, except as provided below.

- A. No sick leave will be deducted from the employee’s sick leave accruals for one hundred eighty (180) calendar days from the date immediately following the first day of time loss payments an employee receives for a compensable injury or illness. This 180-day period begins on the original date of time loss for a compensable injury or illness. In the event an employee suffers an aggravation of the same workers’ compensation injury or occupational illness during the 180-day period, the period of no sick leave deduction will be extended to two hundred forty (240) days following the first day of time loss payments. Days where the employee works a minimum of four (4) hours in his/her regular job or a light duty job will not count in the calculation of the 180-day period.
- B. After one hundred eighty (180) consecutive calendar days immediately following the first day of time loss as described in section A, above, employees shall use available sick leave for integration with their Workers’ Compensation payments in order to receive their gross monthly wages. Employees may designate the order in which their other leave banks will be used. In the event there is no designation, the order of usage will be sick leave, holiday leave, compensatory leave, followed

by PTO. In this situation, a full paycheck will only be received if the employee has available sick leave accrued or designates other leave banks.

- C. In the event an employee's sick leave accruals are not charged for an injury or illness that is later determined to be non-compensable, the City can deduct the amount of such over payment from any of the employee's paid leave accounts, as designated by the employee. In the event the overpayment of workers compensation time loss benefits cannot be recouped from the employee's leave accruals, the City will meet and bargain with the Association about the amount of any overpayment of time loss benefits and method of repayment of the balance of any payment due. In no event will an employee's paycheck be reduced below minimum wage.

ARTICLE 15 - OTHER LEAVES

15.1 COMPASSIONATE/FUNERAL LEAVE

- A. In the event of a death in the immediate family (spouse, child, step-child, brother, sister, parent, step-parent or legal guardian, including a relationship of in loco parentis, parent in-law, sister or brother-in-law, grandparent or grandchild, or any person living in the same household), the Chief or designee shall grant up to three (3) consecutive calendar days and two (2) additional calendar days when travel over one hundred (100) miles in one direction is required. Additionally, leave with pay of up to eight (8) hours may be granted when an employee serves as a pallbearer at a funeral service for a person not listed above.
- B. In addition to Section 15.1 A, above, employees may utilize up to eighty (80) hours of sick leave, PTO or compensatory time to attend the funeral of or grieve the death of a family member as defined by and in accordance with OFLA or other applicable law. To the extent permitted by law, such leave shall run concurrently with compassionate/funeral leave provided in Section 15.1 A above.
- C. Leave must be taken within sixty (60) days from the date the employee receives notice of the death. Upon request of an employee, the Chief or designee may grant exceptions to the sixty (60) day usage requirement.

15.2 MILITARY LEAVE

Military leave shall be granted in accordance with state and federal law. To avoid untoward financial loss or hardship and to ensure continuation of quality health and dental care to city employee reservists involuntarily called to active military duty, eligible city employees shall be paid the difference between their military compensation and their City pay at the time of military activation during any period of continuous active duty directly relating to the war on terrorism. They shall also be eligible for continuation of the life, health and dental benefits under the same terms and conditions of participation and contribution at the time of military activation or as modified by contract

or insurance provider. The salary differential and benefits authorized here are in addition to and not in lieu of an employee's rights under state and federal law. Receipt of the pay and benefits under this provision is contingent upon the affected employee providing official activation orders and corresponding confirmation of military salary, benefits and other compensation. This shall not apply to employees who enlist or otherwise volunteer for military service, or who are not military reservists on the effective date of City Resolution No. 2814. Nor shall the provisions of this section apply to employees drafted into active military service should the United States Government institute a military draft process for the purpose of calling citizens to serve in the armed forces.

15.3 ASSOCIATION LEAVE

Subject to the reasonable operational needs of the Department, the City agrees to allow time off without loss of pay, for a maximum of six (6) employees who are official Association representatives as certified in writing, for the purpose of Association business directly related to labor relations between the City and the Association. In no case will more than one (1) employee be off at any one time unless prior approval is granted by the Department. Prior to taking such time off, the employee/Association representative shall first notify their immediate supervisor for approval. In any event, such approval shall not be unreasonably denied.

In the event an Association representative cannot be allowed time off, the representative shall be able to arrange an acceptable replacement with the approval of his/her supervisor. Such replacement shall not create any additional cost to the City. In the event the City is required to make payment for such replacement under state or federal law, the City will bill the Association for such expense.

15.4 LEAVE WITHOUT PAY

All requests for unpaid leave shall be submitted in writing to the Chief or designee. The request must describe the reason for the leave, the date to be in effect and the expected date of return. Employees may not utilize Leave Without Pay when other accrued leave is available.

An employee who inexcusably fails to return to work immediately upon the expiration of an approved leave of absence without pay shall be considered to have resigned his/her position with the City.

Employees on leave without pay for more than thirty (30) days shall not accrue any benefits provided for under this Agreement.

ARTICLE 16 - HOURS OF WORK

16.1 WORK DAY

A normal workday for employees shall consist of either eight (8) hours per day on the basis of a five-day week (5-8 plan) ten (10) hours per day on the basis of a four-day week (4-10 plan); nine (9) hours per day on the basis of a 5/4 day week (5-9/4-9 plan) or twelve and one-half (12.5) hours per day on the basis of the 3-12.5/3-12.5+1-10 plan (this schedule includes one (1) ten (10) hour workday).

16.2 WORK WEEK

A normal workweek shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days scheduled during a seven (7) day calendar period. In the case of the 5-9/4-9 plan, a normal work sequence shall consist of alternating five (5) nine (9) hour days and four (4) nine (9) hour days scheduled during a fourteen-day calendar work period.

In the case of the 3-12.5/3-12.5+1-10 plan, the normal work sequence shall consist of three (3) workweeks of three (3) consecutive 12.5 hour workdays followed by four (4) consecutive days off and one workweek of three (3) consecutive 12.5 workdays and one 10 hour workday, followed by three (3) consecutive days off during two (2) fourteen (14) day work periods.

Days of work and days off shall normally be scheduled consecutively, except in an extreme emergency, consistent with the operational needs of the Department.

Days off may be adjusted to allow employees to attend training without incurring overtime.

If time worked in excess of forty (40) hours per workweek for employees working 5-8 or 4-10 hour schedules, eighty-one (81) hours during a fourteen (14) day period for employees working the 5-9/4-9 plan or eighty-five (85) hours during a fourteen (14) day work period for employees working the 3-12.5/3-12.5+1-10 day plan is due to shift changes, and the total hours worked do not exceed one hundred seventy-one (171) hours during a work period of twenty-eight (28) consecutive days it shall not be considered as overtime when the provisions of Article 17 are followed.

The parties agree that their intent, pursuant to FLSA 207 (k) and 29 CFR 553, is to continue the regularly reoccurring fourteen (14) day work periods for employees working the 3-12.5/3-12.5+1-10 schedule and the 5-9/4-9 schedule. The parties further agree that these reoccurring fourteen (14) day work periods commenced on November 30, 2014 at 0630 hours, as agreed to in the MOU signed November 19, 2014.

16.3 REST PERIODS

Rest periods of fifteen (15) minutes shall be permitted for all employees during each half shift. Rest periods will be considered on-duty time. The Department will schedule rest periods to the extent possible, consistent with operational needs.

16.4 MEAL PERIODS

All employees shall be granted a meal period of thirty (30) minutes during each work shift, consistent with operating requirements of the Department. Each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible, consistent with the operational needs of the City.

16.5 CHANGES IN WORK SCHEDULES

If the City desires to change employee work schedules to any of the schedules recognized under this Article, the Association will be given at least thirty (30) calendar days' written notice of the intended change. Written notice may be made electronically.

ARTICLE 17 - SHIFT CHANGES

17.1 ADVANCE NOTICE

- A. An employee will be given no less than seven (7) calendar days advance notice if his/her days of work, shift assignment, or days off are to be changed, except in the case of an emergency. For the purpose of this Article, an emergency will not be defined to include a lack of adequate personnel to fill shifts due solely to vacation and compensatory time off absences of personnel.
- B. At the employee's option, the employee may voluntarily waive the required seven (7)-day advance notice and any overtime payments/accruals that may result.
- C. Any employee's decision to voluntarily waive or not waive the required seven (7)-day advance notice may not be considered in any action or matters relating to the employee's employment with the City.

17.2 INVESTIGATIONS SECTION

The above paragraph shall apply to employees of the Investigations Section when shift changes occur during normal operations. The Investigations Section is subject to three (3) types of shift changes which may preclude application of the above provisions:

- A. A Type I shift change involves an unexpected situation that, as determined by the Section supervisor, will require the immediate attention of two (2) or more

officers. The supervisor will make every reasonable effort to obtain volunteers when it is consistent with the operational requirements of the detail. Where volunteers are either not available or not feasible, the supervisor will notify those assigned to the detail of their shift change as soon as possible.

B. A Type II shift change involves an on-going investigation where:

1. The investigator determines that an aspect of the ongoing investigation requires special attention;
2. The investigator cannot accomplish it during the investigator's regular shift; and
3. The reason for the shift change is of limited duration.

Upon approval by the shift supervisor, the investigator may adjust his or her shift to fulfill the requirements of the investigation.

C. A Type III shift change involves a short-term change, is not related to an investigation, and may be initiated by either the shift supervisor or the investigator, and is mutually agreed to.

17.3 EXCLUSION

This Article does not apply to the Special Investigations Unit of the Investigation Section.

ARTICLE 18 – COMPENSATION

18.1 SALARIES GENERALLY

Salaries covered by this Agreement shall be in accordance with the schedules set forth in Appendix "A" of this Agreement. The wage rates set forth in Appendix A shall be increased as follows:

- Effective retroactive to July 1, 2019 - 2.00%
- Effective retroactive to January 1, 2020 - 1.00%
- Effective July 1, 2020 - 1.00%
- Effective January 1, 2021 - 1.00%
- Effective July 1, 2021 - 1.50%
- Effective January 1, 2022 - 1.25%

Annual progression through the salary range shall be based on the employee meeting job-related performance standards developed in cooperation with the Association using existing standards as a minimum.

18.2 PLACEMENT ON THE SCHEDULE

- A. RECRUIT. A new employee hired in any classification except Police Officer shall be hired at Step One of the salary schedule and shall be eligible to advance to Step Two contingent upon twelve (12) months of service. Non-police Officer employees will be eligible to advance to Step Three and subsequent steps on the salary schedule upon satisfactory performance evaluation and completion of twelve (12) months of service in each step.

Except as stated in Section 18.2.B. below, Police Officers shall be hired at Step Two of the salary schedule and shall be eligible to advance to Step Three contingent upon a satisfactory performance evaluation and twelve (12) months of service. Police Officers will be eligible to advance to Step Four and subsequent steps on the salary schedule upon satisfactory performance evaluation and completion of twelve (12) months of service in each step.

- B. OREGON OR OUT-OF-STATE EXPERIENCE. A new employee (certified or certifiable) with police experience in Oregon or another state and hired under the criteria of the City's lateral entry program shall be credited one pay step for each completed year of previous full-time paid experience as a sworn officer, up to a maximum starting pay of one step below the top step of the police officer salary range, which is currently Step 6. A lateral entry employee will be eligible to advance one step and additional subsequent steps on the salary schedule after successful completion of twelve (12) months of service in each step.

18.3 RETIREMENT

The City shall continue to participate in the Public Employees Retirement System, or its successor. The City agrees to pay the employee's portion of retirement contributions to the Public Employees Retirement System not to exceed the rates required by law for such employer/employee contributions as of July 1, 1980. The City agrees to participate in the PERS sick leave conversion program, which allows credit of fifty percent (50%) of accrued sick leave toward the computation of pension benefits at the time of retirement.

As of January 1, 2004, the six percent (6%) employee contribution is not made to PERS, but to the Individual Account Program (IAP) under the Oregon Public Service Retirement Plan (OPSRP).

18.4 WORKING OUT OF CLASSIFICATION

The provisions of this section shall apply to employees in the classification of Police Officer and Sergeant.

Officer - An officer temporarily assigned to perform the duties of shift supervisor shall be considered working out of classification. When such assignment is performed by an officer, the officer shall be eligible for premium pay for all time worked as shift supervisor. The premium pay shall be five percent (5%) of the employee's regular base pay. An acting shift supervisor shall remain a member of the bargaining unit during his temporary assignment, but shall assume all ordered duties and responsibilities of other supervisors of similar rank for the duration of the assignment.

Assignments shall be made in the following order: Members of a shift on an active Sergeant promotional list shall be assigned first. If no member is available, the assignment shall be made by seniority.

Sergeant - A Sergeant temporarily assigned to perform the duties of shift Watch Commander shall be considered working out of classification. When such assignment is performed by a sergeant, the sergeant shall be eligible for premium pay for all time worked as shift Watch Commander. The premium pay shall be five percent (5%) of the employee's regular base pay. An acting shift Watch Commander shall remain a member of the bargaining unit during the temporary assignment, but shall assume all ordered duties and responsibilities of other supervisors of similar rank for the duration of the assignment.

When the regular shift Watch Commander has worked a minimum of three (3) hours of the regular shift, sergeants will not be eligible to collect working out of classification pay for that shift. Temporary working out of classification assignments shall not be governed by seniority. The regular shift Watch Commander shall designate the temporary assignment of Watch Commander by Personnel Order. If no such designation is made, the assignment will be governed by seniority.

18.5 PROMOTIONS

When employees are promoted to a higher classification their regular base pay shall be adjusted upwards a minimum of four and one-half percent (4½%) over the old regular base pay in the lower classification, or to the next higher step in the new classification, whichever is greater. In addition, promoted employees will be eligible for DPSST incentives as described in Article 18.14. The date of the promotion shall become the new anniversary date for future salary increases within the salary range of the new class.

18.6 FIELD TRAINING OFFICER PAY

Any employee assigned as a field training officer (“FTO”), including sergeants, shall, for the period of time while actually performing such duties, receive an additional ten percent (10%) of regular base pay in addition to regular salary, when assigned to train another officer or sergeant.

18.7 K-9 OFFICER PAY

A K-9 Officer shall receive an additional ten percent (10%) of regular base pay in consideration of the time spent for K-9 program maintenance.

This Section shall also apply to Sergeants if they are assigned to work and handle a dog as part of the K-9 Program.

18.8 MOTORCYCLE AND VEHICLE CRIMES TEAM (VCT) PAY

Any employee assigned to the Vehicle Crimes Team (VCT) shall receive an additional five percent (5%) of regular base pay in addition to regular salary while actually performing these duties.

Any employee assigned to motorcycle duty shall receive an additional five percent (5%) over their regular base pay in addition to regular salary.

18.9 S.E.R.T. SPECIALTY PAY (Special Emergency Response Team)

In addition to regular salary, any employee assigned to the S.E.R.T. team shall receive specialty pay based on the assignment as shown in the following schedule:

S.W.A.T. Tactical Team	5% over regular base pay
S.W.A.T. Safety Officer	5% over regular base pay
Bomb Technician	5% over regular base pay
Hazardous Materials Response Team	5% over regular base pay
Crisis Negotiator	5% when actually performing the duties

18.10 DETECTIVE PAY

In addition to regular salary, employees assigned to act as detectives shall receive additional pay as follows:

Long-term assignments -	5% over regular base pay
Career development assignments -	3% over regular base pay

All positions are assigned and maintained at the discretion of the Department.

18.11 INSTRUCTOR PAY

Any employees assigned as instructors shall receive an additional five percent (5%) of regular base pay, in addition to regular salary, while actually performing these duties. Employees assigned as instructors will not be considered to be performing instructor duties for any prep time necessary to complete their instructor duties.

18.12 TRANSLATOR PAY

Employees who are deemed qualified by the Department as a translator shall receive an additional five percent (5%) of regular base pay, in addition to regular salary. Languages eligible for translator pay are Russian, Japanese, Chinese, Vietnamese, Korean, Spanish, Sign Language, Ukrainian and Romanian. The Department shall determine the certification requirement for eligibility and may require re-certification at any time at the Department's expense. Additional languages may be added for eligibility for translator pay upon mutual agreement of the Department and the Association.

18.13 ELIGIBILITY FOR SPECIALTY PAYS

Employees are eligible for specialty pay compensation not to exceed a total of eight percent (8%) of their regular base pay as specified in 18.6 – 18.12. The eight percent (8%) limit is allocated as follows: five percent (5%) maximum for one specialty; seven percent (7%) for two specialties; and eight percent (8%) for three specialties. The exception to the eight percent (8%) limit is the Field Training Officer, and K-9 Officer pay. FTO (18.6) and K-9 (18.7) assignments will be eligible for a maximum of ten percent (10%) while assigned to those duties.

18.14 CERTIFICATION INCENTIVE PAY

Except as set forth below, employees who satisfy and continue to satisfy all of the requirements specified below shall receive incentive pay equal to four percent (4%) per month of their regular base pay on the date the following requirements are met:

- A. Complete the probationary period;
- B. Possess an Intermediate Certificate from the D.P.S.S.T.; and
- C. Notify the City in writing of receipt of the certificate.

Effective July 1, 2020, employees who satisfy and continue to satisfy all of the above requirements and also possess an Intermediate Certificate from the Department of Public Safety Standards and Training, shall receive five percent (5%) per month of their regular base pay.

Effective July 1, 2016, police officers who are hired under the City's lateral entry program will not be required to complete their probationary period in order to receive

D.P.S.S.T certification pay. Lateral police officers who are hired after July 1, 2016 will be eligible to begin receiving such certification pay on their first day of work. Lateral officers who were on probation on July 1, 2016 will receive certification pay retroactive to July 1, 2016.

Employees who satisfy and continue to satisfy all of the above requirements and also possess an Advanced Certificate from the Department of Public Safety Standards and Training, shall receive an additional four percent (4%) per month, for a total of eight percent (8%) of their regular base pay per month. Effective July 1, 2020, employees who satisfy and continue to satisfy all of the above requirements and also possess an Advanced Certificate from the Department of Public Safety Standards and Training, shall receive nine percent (9%) per month of their regular base pay per month.

Sergeants shall be eligible for incentive pay under the conditions specified above for an Advanced D.P.S.S.T. Certificate at the first level and a Supervisory D.P.S.S.T. Certificate at the second level. New sergeants will carry patrol officer incentive for the first two years of employment (same dollar amount received while patrol officer). Effective July 1, 2020, employees who satisfy and continue to satisfy all of the above requirements and also possess a Supervisory Certificate from D.P.S.S.T, shall receive nine percent (9%) per month of their regular base pay per month.

This section shall also apply to the Police Technician, Senior Police Technician and Criminalist classifications so long as they meet all of the standards set out for D.P.S.S.T. Certification.

18.15

Throughout this Agreement the substitution of the term “regular base pay” for the prior used term of “base salary” or “regular base salary” is not intended to be a substantive change.

ARTICLE 19 – OVERTIME

19.1 DEFINITION

- A. For employees working a 5-8 or 4-10 schedule, “overtime” shall mean that time an employee is authorized and directed to work in excess of eight (8) or ten (10) hours in one day, or any time in addition to a scheduled 40-hour shift week.
- B. For employees working the 5-9 schedule, “overtime” shall mean time worked in excess of nine (9) hours in a regularly scheduled workday, time worked on a regularly scheduled day off, or time worked in excess of eighty one (81) hours during the fourteen (14) day work period covered by the shift.

- C. For employees working a schedule which includes regularly scheduled twelve and one-half (12.5) hour work shifts, "overtime" shall mean time worked in excess of twelve and one-half (12.5) hours in a regularly scheduled twelve and one-half hour workday; time worked in excess of ten (10) hours on a regularly scheduled ten (10) hour workday; time worked on a regularly scheduled day off; time worked in excess of thirty-seven and one-half (37.5) hours per workweek for a regularly scheduled three (3)-day workweek; or time worked in excess of forty-seven and a half (47.5) hours per workweek for the four (4)-day workweek incorporating the once monthly ten (10) hour "catch up" work shift or time worked in excess of eighty-five (85) hours during the work period covered by the fourteen (14) day work period covered by the shift.
- D. Overtime shall be computed to the nearest quarter (1/4) hour. Employees must submit an accurate time keeping records within ten (10) days of when the overtime was earned including all compensatory time earned on that day.

19.2 CALLBACK

- A. Callback is defined as hours worked after a length of time exceeding 59 minutes from the end of a scheduled shift. Employees shall be compensated for a minimum of three (3) hours of duty at the overtime rate when called back to duty and four (4) hours when called back on their regularly scheduled day off or previously scheduled holiday, vacation or PTO day. Callback does not include overtime that is continuous with the beginning or end of an employee's shift, nor does it include situations in which returning to work is voluntary (e.g., reserve advisors, explorer/cadet advisors) or for division meetings and community policing meetings.
- B. Sergeants attending division meetings shall be compensated by straight (hour-to-hour) overtime when such division meetings are held as a direct result of the request of GPOA supervisory members (sergeants) to hold such meetings for the purpose of disseminating information in a timely and accurate manner.
- C. All official (Department) telephone calls to an off-duty employee during the employee's designated sleep period shall be considered a callback and the employee shall receive a minimum of one (1) hour at time and one-half for each such call. Calls which direct an employee to physically report for duty or inquire as to the employee's availability for overtime shall not be subject to this provision.
- D. For employees working the 5-8, 4-10 or 5-9/4-9 plans, the designated sleep period for employees working day shift shall be 10 p.m. (2200) to 6 a.m. (0600); swing shift shall be 2 a.m. (0200) to 10 a.m. (1000); afternoon pre-relief shall be 1:30 a.m. (0130) to 9:30 a.m. (0930) and graveyard shift shall be 10 a.m. (1000) to 6 p.m. (1800).

For employees working the 3-12.5/3-12.5+1-10 plan, the designated sleep period for employees working the day shift shall be 8 p.m. (2000) to 5 a.m. (0500) and graveyard shift shall be 8 a.m. (0800) to 5 p.m. (1700). For employees working the "Frank" shift, designated sleep periods shall be 4:00 a.m. (0400) to 12:00 p.m. (1200);

- E. If the City desires to change the start and stop time of any shift, the Association will be provided at least thirty (30) calendar days' written notice of the intended change.
- F. Telephone calls that require an off-duty employee to do an additional action from their residence or location where they received the call, will receive a minimum of one (1) hour overtime. If the additional action, (such as a call to the DA's office for follow-up or availability or making arrangements for childcare) takes longer than one (1) hour, then the action will be time for time at the overtime rate.

Members will record the following information in the comments section of the daily attendance report; time of call, duration of call, caller, nature of the call, and what, if any, additional actions the member took as a result of the call.

19.3 COURT APPEARANCES

- A. Employees reporting for duty for authorized court appearances after a length of time exceeding 59 minutes from the end of a scheduled shift or more than 59 minutes prior to the beginning of a regular shift shall be compensated for a minimum of three (3) hours of duty at the overtime rate. This provision applies only to authorized court appearances resulting from employment with the City. All witness fees, mileage allowance, and related remuneration paid by a court for such appearance shall be turned over to the City.
- B. Employees reporting for duty for authorized court appearances on their regularly scheduled days off or previously scheduled holiday or PTO day shall be compensated for a minimum of four (4) hours of duty at the overtime rate.
- C. Any member of the bargaining unit who retires on or after January 1, 2006, shall be compensated by the City when subpoenaed to appear in court as a witness in a criminal or civil case as a consequence of the member's employment with the City prior to retirement. The compensation shall be the current maximum rate for the position of Police Officer. Payment will be straight time for the hours in court with a minimum payment of four (4) hours for each day of such service. Retired members requesting payment will submit an invoice to the City and provide a copy of the subpoena for purposes of verification of attendance. The City will process the invoice within three (3) weeks of the submission of the invoice.

D. So long as an employee who has been subpoenaed confirms the subpoena between 1600 and 1800 the judicial day before their appearance, if the subpoena is subsequently canceled, the employee shall be paid two (2) straight time hours at their regular base pay.

E. PRIOR EMPLOYMENT SUBPOENAS

1. Members are required to furnish a copy of subpoenas resulting from prior employment as a police or corrections officer to their supervisor. On-line notification from Court Notify or other future court subpoena program is sufficient. The City is not required, nor shall the City be obligated to pay per diem, lodging, mileage, travel time or other expenses for appearances in legal proceedings resulting from prior employment with another law enforcement agency.
2. Members attending legal proceedings based upon prior employment subpoenas will be allowed to do so on duty time, if such time falls within their normal work schedule.
 - a. With a minimum of seven (7) calendar days' notice, employees may request that their work schedule be adjusted to a "morning shift" hours for the expected duration of the appearance. The notice shall be made to the employee's Lieutenant or designee. If the notice is made less than seven (7) days from the date of the appearance, the City is not obligated to adjust the employee's schedule.
 - b. Employees receiving subpoenas resulting from prior employment to attend court within sixty (60) miles of the Gresham City limits instead of giving seven (7) days' notice and changing their normal work schedule, may receive hour-for-hour paid Administrative Time corresponding to the actual time spent in court on a regular day off, in no smaller than quarter-hour increments. This time spent in court, under these circumstances, is not subject to the call back provisions of this Agreement.
 - c. Employees may use Administrative Time only if such use does not cause the City to incur overtime. Members shall take their accrued Administrative Time on the first available workday following the accrual which does not cause the City to incur overtime.
3. Time spent by employees who are subpoenaed to appear in a legal proceeding arising out of the exercise of their duties on behalf of another jurisdiction is not considered "hours worked" and will not be counted towards the computation of overtime.

4. The City agrees to provide the employee's normal salary in the event that an employee is subpoenaed as a witness during on-duty hours or adjusted hours, provided the witness fees are turned over to the City. Compensation is limited to actual time spent in court or other legal proceedings and travel time to and from those proceedings. Employees shall return to duty if their shift has not been completed.

19.4 CALLBACK FOR CORRECTIONS

Time spent by employees called back to work to correct improper work that should have been performed during normal working hours, or for remedial training, shall not be considered callback.

19.5 RATE

Overtime shall be compensated at the rate of time and one-half the regular salary rate, but in no event shall such compensation be received twice (2x) for the same hours. Compensation shall be in the form of cash payment, unless the employee chooses to accrue compensatory time as outlined below. Overtime shall be paid no later than the pay period following the pay period in which it was accrued.

19.6 COMPENSATORY TIME

An employee may accrue up to and maintain eighty (80) hours of compensatory time off in lieu of cash payment.

No employee may accrue more than eighty (80) hours of compensatory time. In order to be eligible to earn compensatory time, employees must submit an accurate daily attendance report (DAR) within ten (10) calendar days of the day the compensatory time was earned including all compensatory time earned on that day. Employees may not submit DAR's that reflect compensatory time earned on any other day.

Accrued compensatory time may be cashed out six (6) times each year: February, April, June, August, October, and in December.

Requests to use accrued compensatory time must be submitted to the ~~Police~~ Department in writing and shall be granted as set forth below.

If the compensatory time off request, at the time of submission, necessitates the assignment of overtime (OT) to cover its use, and the compensatory time off request was submitted more than twenty-four (24) hours in advance of the start of said shift, the Department shall make reasonable efforts to fill the OT shift. This customarily includes, but is not limited to, posting the OT on the Operations Division Roll Call board and/or

OT sign-up sheet area and advertising via Department email to the Police Sworn Officers email distribution list. The Sergeant or other Police Administrator receiving the comp time request is responsible for posting the notifications of available OT prior to the end of the shift during which the compensatory time request was received.

If the OT is filled by a volunteer, the Department will mark it on the schedule and send a confirmatory email to the officer who requested the comp time off.

If the OT is not filled at the twenty-four (24) hour mark prior to the start of the requested shift for which compensatory time was submitted, the Department will make reasonable efforts to notify the requesting member that the OT shift has not yet been filled, customarily with a personal phone call or Department email. Acknowledging that the operational needs of the Department may prevent a supervisor from making this notification right at the twenty-four (24) hour mark, the requesting member will also make reasonable efforts to contact the on-duty supervisor at that time and verify the status of the requested shift. Once the requesting member is aware that the OT has not been filled, the responsibility now lies with the requesting officer to either find a volunteer for the OT shift or work the shift him/herself.

If the compensatory time off request is submitted less than twenty-four (24) hours before the start of the shift, the responsibility lies with the requesting officer to either find a volunteer for the OT shift or work the shift him/herself.

The requesting officer or sergeant may find a volunteer up to the regularly scheduled start of the requested compensatory time off shift. The requesting officer or sergeant, upon finding a volunteer, will notify by personal phone call or Department email, or both, the on-duty patrol sergeant of the fulfillment of the OT shift.

In the event a volunteer cannot be found by the start of the requested shift, the comp time off request is denied, and the requesting officer or sergeant will be required to work the shift.

Except as provided in Article 11.6, in the event an officer or sergeant submits a compensatory time off request that necessitates OT as part of a block of requested PTO or other leave, if the comp time off request(s) generates two (2) or less shifts of OT for the duration of the leave block, the Department will not cancel the request, even if the OT is not voluntarily filled. A block of leave commonly refers to a week of work, or more, bookended by two sets of regularly scheduled days off.

The Department will support the compensatory time off request by working to fill the shift. GPOA members will communicate clearly and unambiguously with the Department as to who has volunteered to work the requested compensatory time off shift, if applicable.

19.7 EXCEPTIONS

Employees shall not receive overtime for days they are called to court or other administrative hearings while on any paid leave that is scheduled by the employee when they have knowledge of such conflict. In this situation, employees will be paid for actual time worked and their leave will be reduced by the actual time worked. This section is intended to prevent any scheduling of paid leaves for the purpose of obtaining additional compensation. Subject to Section 19.4 above, if appearances are necessary other than what is described above, the employees use of leave will be reduced by the amount of time they spend in court or the hearing, or the callback amount, whichever is greater.

All travel outside of the Portland metropolitan area related to training shall be paid at straight time.

ARTICLE 20 – INSURANCE

20.1 MEDICAL, DENTAL, VISION

- A. The City agrees to provide and maintain for the period July 1, 2019, through the end of the month in which this Agreement is executed by both parties a \$300 deductible, 90%/10% coinsurance in network and 70%/30% coinsurance out of network as the City of Gresham Base Medical Plan. The City’s Base Medical Plan will be discontinued at the end of this time period.
- B. Effective for the period specified in Section 20.1.A. above, the monthly contributions by GPOA represented employees participating in the City’s Base Medical Plan will be as follows:

<u>Tier</u>	<u>Employee Contribution</u>
Employee Only	\$103.88
Employee+1 Dependent	\$221.83
Employee+2 Dependents	\$292.91

- C. Beginning the first (1st) day of the calendar month following execution of this Agreement by both parties, the “Base” Plan will be replaced with the “Core” Plan. For the term of this Agreement the City agrees to provide as the “Core” Plan, a preferred provider organization (PPO) medical plan that contains an in-network individual annual out-of-pocket maximum no greater than \$2,250 and a family annual out-of-pocket maximum no greater than \$4,750. This plan will contain a separate individual annual pharmacy out-of-pocket maximum no greater than \$1,000 and a family annual pharmacy out-of-pocket maximum no greater than

\$2,000. The “Core” Plan will be described in the Summary of Benefits and Coverage attached in Appendix C.

- D.
1. The monthly employee contribution for employees in the “Core” Plan may be adjusted as set forth in this Agreement. In making such adjustments, the City shall pick up the first ten percent (10%) of any increase in the medical/vision insurance premiums on a per tier basis. Any increase in premiums above this percentage shall be shared between the City and the individual members on a 50%/50% basis by automatic pre-tax payroll deduction. However, in no event will an employee pay more than ten percent (10%) of the total monthly medical/vision insurance premium.
 2. For coverage from July 1, 2019 through June 30, 2022, any monthly medical/vision insurance premium for employees participating in the “Core” Plan and the Kaiser Plans will be waived. Effective June 30, 2022 the waiver of employee medical/vision insurance contributions will be automatically discontinued, and employees may begin contributing a premium. The employee contribution will be based on the cost sharing methodology set forth in Section 20.1.E. below and, if owed, will commence with employee contributions being deducted on the June 15, 2022 and June 30, 2022 payrolls. For coverage commencing July 1, 2022, the calculation as described in 20.E.1. will be based on any projected change from Plan Year 2021-2022 to Plan Year 2022-2023.
- E.
1. Each year the monthly premium cost sharing calculation for the “Core” Plan shall be computed using the prior year Total Monthly Premium Cost to determine the increase in the actual Total Monthly Premium Cost on a per tier basis over the prior year’s actual Total Monthly Premium Costs. If employee cost sharing increases as a result of the cost sharing calculation, it will be added to the prior year employee monthly contribution, which for Plan Years 2019-2020, 2020-2021 and 2021-2022 is zero (\$0.00). (Appendix B provides the cost sharing calculation methodology and is attached and incorporated by reference.) If the premium increase for the year being calculated does not exceed the City's ten percent (10%) pick-up threshold, then the existing employee monthly contribution, if any, will stay in effect. No additional contribution will be added, and the new Total Monthly Premium Cost will be used to determine the parties' monthly cost sharing in subsequent years.
 2. Employee contributions for the “Core” Plan may begin, as described in Sections 20.D.2 and 20.E.1 above, if the actual Total Monthly Premium Cost on a per tier basis increases more than ten percent (10%) over the prior year’s actual Total Monthly Premium Cost.

- 3. Effective for coverage commencing July 1, 2022 employees on Kaiser plan shall be responsible for contributing to their medical and vision plans through payroll deduction only to the extent the City’s contribution to such plan exceeds the contribution the City is paying on behalf of employees who have “Core” Plan medical/vision coverage. Employee contributions, if owed, will commence with employee contributions being deducted on the June 15, 2022 and June 30, 2022 payroll, and thereafter employee contributions, if owed would be deducted on the first two (2) payroll periods in each calendar month. If the City’s contribution for employees on Kaiser plans is less than the contribution the City is paying for “Core” Plan coverage, no employee contribution will be owed by employees who have coverage through Kaiser.

- F. Employees may choose to enroll in any other medical plan which is not offered under this Agreement, but is offered to other City employees during open enrollment. Such employees will be responsible for paying the difference between the City’s contribution for the “Core” Plan and the premium cost of any other such plan.

- G. The City will continue to offer the current Kaiser medical plan or a substantially comparable HMO plan.

- H. The City will also provide ODS/Delta Dental Insurance dental plan as the ‘base’ dental plan which is attached as a summary of benefits in Appendix C of this Agreement or a substantially comparable dental plan for the life of this Agreement. The City will pay 100% of the cost of such dental insurance under the ODS/Delta Base Dental Plan for all tiers of coverage. Employees who are covered by other dental plans offered by the City shall be responsible for contributing to those dental plans only to the extent the total premium for such plans exceeds the contribution the City is paying on behalf of employees who have ODS/Delta Base Plan coverage. All employee dental plan contributions will be paid through automatic pre-tax payroll deductions.

- I. The GPOA agrees to work cooperatively with the City and the Employee Benefits Advisory Committee to recommend plan changes that would maintain or improve the level of benefits described above while minimizing health plan costs.

- J. The City will pay a prorated amount towards medical/vision and dental coverage for limited term and regular status employees who normally and customarily work between twenty (20) and thirty (30) hours per week. The City’s contribution will be prorated as follows:

For a Limited Term or Regular Status work schedule greater than or equal	The City will contribute this percent of the amount paid toward one (1) full time
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to this portion of one Full Time Equivalent (FTE)	employee's medical/vision and dental benefit.
.50 FTE	50%
.55 FTE	60%
.60 FTE	70%
.65 FTE	80%
.70 FTE	90%
.75 FTE	100%

K. Should the City consider changing, modifying or implementing different insurance plans in subsequent years any time during the term of this Agreement to replace any of the plan(s), described above, the GPOA retains the right to ~~confer~~ bargain with the City on the selection of new insurance plan(s) and the impact of the new plan(s) that will be offered to GPOA members, consistent with PECBA. The GPOA further retains the right to grieve or file an ULP associated with the implementation of any subsequent change in medical or dental insurance plans, consistent with the CBA then in effect, and/or the right to demand bargaining under PECBA.

20.2 LIFE INSURANCE

The City agrees to provide life insurance and accidental death and dismemberment protection for each employee with a face value of at least the employee's annual base salary.

20.3 LONG-TERM DISABILITY

The City agrees to continue to provide the long-term disability insurance plan presently in effect.

20.4 FLEXIBLE SPENDING ACCOUNT

The City will offer a flexible spending account program that meets the requirements of Internal Revenue Code Section 125. Participation in this program is voluntary.

20.5 LIABILITY

The City will provide liability protection for employees in accordance with ORS 30.285. If, in the course of carrying out its responsibilities, as described in ORS 30.285, the City Attorney determines that there is a potential conflict between the legal interests of the City and an employee, the City shall provide the employee with another lawyer. The City shall pay for the other lawyer, including consultation for the purpose of preparing the employee for an appearance before a grand jury. The employee at any time is entitled to retain and pay, at the employee's expense, for a lawyer of his choice.

20.6 HEALTH REIMBURSEMENT ACCOUNT (HRA/VEBA)

The City agrees to contribute the following amounts to employee HRA/VEBA accounts:

- A. Effective retroactive to July 1, 2019, the City will contribute an amount equivalent to one and one-half percent (1.5%) of the top step of base salary for Sergeant to HRA/VEBA to be used by an employee, at their option, for either pre- or post-retirement eligible expenses.
- B. Effective July 1, 2020, the City's contribution will be increased to 1.9% of the top step of base salary for Sergeant to HRA/VEBA.
- C. Effective July 1, 2021, the City's contribution will be increased to 2.3% of the top step of base salary for Sergeant to HRA/VEBA.

Employees participating in the HRA/VEBA may elect, as a group, to roll existing vacation, compensatory time and holiday accruals into their HRA/VEBA accounts upon retirement. The Association will poll members eligible for retirement prior to the start of each plan year to determine whether the majority wish to use this contribution method for the upcoming plan year.

The Association agrees to notify the City in writing by December 15 of each year as to whether or not the cashable banks of retirees will be rolled into the individual's HRA/VEBA account upon retirement. In the absence of notification received by December 15, the existing contribution method will remain in effect for the subsequent plan year.

ARTICLE 21 - GENERAL PROVISIONS

21.1 OUTSIDE EMPLOYMENT

In order to work at outside employment, such employment is at the sole discretion of the Chief of Police, must be approved in advance by the Chief of Police and must conform to the following:

- A. Be compatible with the employee's City work;
- B. In no way detract from the efficiency of the employee in the City work;
- C. In no way be a discredit to City employment; and

- D. Always be secondary to City employment, even when the employee is called upon for extra City work.

Any employee authorized to work for an outside employer shall not use City-provided uniforms or equipment while engaged in outside employment, unless authorized by the Chief of Police. The Chief of Police may withdraw approval for outside employment, when in the Chief's sole discretion, the outside employment does not conform to A through D above.

21.2 EXISTING CONDITIONS

Unless otherwise provided herein, no employee shall suffer a reduction in wages or related economic benefits as a result of the signing of this Agreement. Only those existing and future benefits and work rules specifically covered by the terms of this Agreement shall be affected by execution of this Agreement.

21.3 COPIES OF PROCEDURES AND CONTRACT

The City will place and maintain in appropriate locations, copies of the Department's general orders and operating rules and procedures. The City shall provide copies of this Agreement to new employees at the time of their employment. The Association shall provide copies of this Agreement to its members at no cost to the City.

21.4 PROBATIONARY PERIOD

- A. Except as set forth below, the entry probationary period shall be eighteen (18) months. Non-sworn entry level personnel in the classifications of Police Technician, Sr. Police Technician and Criminalist shall be subject to a twelve (12) month probationary period. Employees hired under the City's lateral entry program or who are promoted within the unit shall be subject to a twelve (12) month probationary period.
- B. In the event an employee is absent from his/her regular work schedule for more than one hundred eighty (180) hours during probation for any reason other than military leave covered by Subsection 24 (E) below, that employee's probationary period may be extended by the number of hours the employee is absent in excess of one hundred eighty (180) hours. In such an event, the City will confirm the extension in writing to the affected employee and the Association President or designee.
- C. The probationary period may also be extended by mutual agreement between the Association and the City. Prior to completion of the probationary period, probationary employees may be discharged at any time with or without cause and without recourse, right of grievance or appeal under the terms of this Agreement.

- D. Employees failing probation as a Sergeant or Lieutenant shall be returned to their previous job classifications.
- E. Probationary employees who are called to USERRA eligible active military service for a period exceeding six (6) months *and whose absence from work due to military service does not exceed five (5) years* shall have their probationary period paused upon the first effective date of the military leave. *Employees who notify Human Resources in writing of their intent to return to work within ninety (90) days of release from duty* will be reinstated as a probationary employee, credited with probationary time already served and required to serve the remaining probationary time. For example, if an employee with an eighteen (18) month probationary period goes on military leave after serving six (6) months, that employee will be reinstated as a probationary employee and required to serve the remaining twelve (12) months of probation.
 - 1. Any employee will have to successfully complete all training components prior to successfully passing probation. Employees may be asked to repeat any component previously performed prior to military service, if it is deemed necessary to measure the current skill of the officer prior to passing probation.
 - 2. Military service for periods of less than six (6) months will not pause the probationary period. The employee's time spent in active military service will count toward completion of his/her probationary period.
 - 3. The parties will comply with current applicable law at all times. If this Agreement conflicts with applicable law, the law will be followed.

21.5 INTERNAL INVESTIGATION

The City agrees to abide by the current adopted internal investigation procedure and Section 600, Discipline, of the Rules and Regulations. The City will first give the Association an opportunity to review and comment on any changes in the above, and the City agrees to collectively bargain over any mandatory negotiable changes in the above, in accordance with PECBA.

21.6 UNIFORMS/CLEANING

If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, the uniform, protective clothing, or protective device shall be furnished to the employee by the City. The cost of maintaining the uniform or protective clothing shall be paid by the City. Cleaning shall be limited to three (3) uniforms per week per employee.

The City will provide a clothing maintenance allowance of sixty dollars (\$60) per month to an employee routinely assigned to a non-uniformed assignment for more than ninety (90) consecutive calendar days. Such allowance shall be paid quarterly and shall be effective from the date of assignment. This paragraph shall not apply to uniformed officers or uniformed sergeants who are assigned to light duty. Non-uniformed assignments may also utilize the cleaning services provided for in this section without cost so long as the cleaning does not exceed one (1) suit per week per employee.

21.7 TRAINING

The City agrees to make efforts to provide opportunities for a minimum of forty (40) hours of training per employee each calendar year, excluding time spent in firearms qualification. Where practical, the City will attempt to gain D.P.S.S.T. accreditation for such training.

21.8 SAFETY

The City and the Association agree to cooperate in an effort to ensure compliance with the City's Safety Manual and the continued practice of maintaining safe working conditions for employees and will encourage employees to work regularly in a safe manner.

Safety issues may be submitted to the City Safety Committee for study; employees submitting items to the Safety Committee must comply with Committee procedures and policy decisions. The Association shall be provided with a copy of the City's Safety Manual and any proposed modifications to the City's Safety Manual at least thirty (30) days prior to the implementation of the proposed modifications.

21.9 MEMORANDA OF UNDERSTANDING

Should the City and the Association agree to modify or add to this Agreement while it is in effect, the parties shall create and sign a memorandum of understanding (MOU) or memorandum of agreement (MOA). Unless otherwise agreed, all MOUs and MOAs shall be negotiated between the members of the City bargaining team and the Association bargaining team, who shall meet and confer about the issues before a memorandum is signed.

MOUs and MOAs shall be written in a mutually agreed upon format. Effective July 1, 2016, MOUs and MOAs shall be labeled numerically and attached to this Agreement in numerical order. During bargaining for a successor Agreement, the parties agree to review and either incorporate the still in effect attached MOUs and MOAs into the successor Agreement or bargain over any desired changes, consistent with PECBA. All disputes concerning the interpretation, application and enforcement of MOUs and MOAs shall be resolved in accordance with Article 9 – Settlement of Disputes.

21.10 DISCRIMINATION OR HARASSMENT COMPLAINTS

- A. Members of the bargaining unit are covered by the provisions of the Gresham Discrimination and Harassment Policy set forth in the Gresham Employee Manual (GEM) (Chapter 2 dated February 16, 2017) or subsequent revisions agreed upon by the Association through the GEM bargaining change and approval process.
- B. The City's Police Department has a well-defined procedure in General Order 5.9 for the investigation of complaints regarding Department rule violations.
- C. The parties agree that investigations regarding complaints of discrimination or harassment directed at bargaining unit members will be conducted according to Police Department Internal Investigation Procedures as they currently exist or are subsequently bargained as required by PECBA and applicable law. The lead investigator will be a Department member and the assisting investigator will be a member, or designee, of the Human Resources Department.
- D. The results of the investigation will be submitted to the Human Resources Director for review and written comment. The review will be completed no later than fourteen (14) days from the receipt of the investigation results, unless the Human Resources Director notifies the Chief of Police, in writing, of the need for additional time. The Human Resources Director will then forward the investigative package to the Chief of Police for final disposition.
- E. Records regarding the investigation will be filed in accordance with Department policies as they currently exist or are subsequently bargained as required by PECBA and will be disposed of according to the retention schedule as established by the State Archivist regarding this type of investigation; provided, however, that disposition of such records under this provision shall not affect the right or obligation of the City Attorney's Office to retain copies of such records in anticipation of litigation against the City.
- F. Complaints of harassment, retaliation or discrimination may be submitted either in accordance with Department policies as they currently exist or are subsequently bargained as required by the PECBA or with the City's Discrimination and Harassment Policy.
- G. Nothing in this section shall relieve a supervisor from responsibility for handling complaints regarding discrimination or harassment at the supervisory level of authority.

The remaining provisions of the Gresham Employee Manual (formerly the Gresham Administrative Rules) will continue to apply, unless superseded by this Collective Bargaining Agreement or a Memorandum of Understanding.

21.11 ANNIVERSARY DATES OF EMPLOYMENT

- A. The Association will maintain an updated GPOA Anniversary Date list on the shared Y Drive in the W:/Police/GPOA/GPOA Seniority List – Historical/GPOA Seniority List (incremental date).xls file. A copy of this list is commonly available for review by all personnel on the GPOA Bulletin Board.
- B. “Anniversary Date” shall be defined as follows:
 - 1. The end of the 12-month probationary period, if the employee is hired as a lateral or civilian employee;
 - 2. After 12-months served in the initial probationary period for officers hired as new recruits;
 - 3. The end of the 12-month period when the employee is promoted to Sergeant;
 - 4. The demotion date, if a non-probationary Sergeant is demoted to Police Officer;
 - 5. The last anniversary date as an Officer, if a probationary Sergeant is demoted to an Officer; and
 - 6. The last anniversary date as a Sergeant, if a probationary Lieutenant is demoted to Sergeant.
- C. The anniversary dates specified above shall become the anniversary dates or new anniversary dates for future wage increases. Anniversary dates do not always correspond with probationary periods, which are governed by Section 21.4 above.
- D. The anniversary date for employees who return from USERRA eligible active military duty shall be established in accordance with Section 21.4, above.
- E. Employees scheduled to have a step increase, as referenced in Article 18 shall receive that step increase on schedule, unless notified prior to their anniversary date that performance standards were not being met.

21.12 EMPLOYEE PHOTOGRAPHS

- A. The City will provide a form that employees can sign to affirmatively grant permission to use their photographs for City or Police Department communications subject to the following conditions:

1. New employees will be asked for permission at the time they are hired.
2. Permission or lack of permission by probationary employees will have no bearing on their employment status with the City.
3. Once permission for photo use is granted, the employee may revoke permission at any time by sending a notification via email to the senior administrative supervisor.

For the purpose of this provision City and Police Department communications include those accessible to the general public via printed materials, social media posts, the internet or other electronic means. It does not include Department information or communications not intended for public distribution.

- B. If a photograph is requested under federal or state subpoena the photograph will be released as required by the subpoena. However, the City will request a protective order or nondisclosure agreement prior to the release of the photograph. The City will further notify the employee that the photograph has been released and provide the employee with a copy of the protective order or nondisclosure agreement.

21.13 OVERPAYMENTS AND UNDERPAYMENTS

The City and Association have agreed to adopt the Payroll Overpayment and Underpayment Process policy attached to this Agreement as Appendix D.

ARTICLE 22 - LEGAL FEES

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

During the first calendar week of December, March, June and September of each year the City and Association shall ascertain the amount due to PORAC for enrolling all bargaining unit represented employees in coverage under Plan II for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of bargaining unit represented employees employed by the City on December 1, March 1, June 1 and September 1 times the current premium of four dollars (\$4.00) per month for individual coverage, notwithstanding changes in staffing levels during individual calendar quarters. In the event the premiums for PORAC Plan II coverage increase during the term of this Agreement, the City agrees to pay the increased premium

commencing on the subsequent December 1, March 1, June 1 or September 1 to a maximum of four dollars and fifty cents (\$4.50) per represented employee per month.

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

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

ARTICLE 23 - BACKGROUND INVESTIGATORS

The City is continually hiring new police employees who require extensive pre-employment background investigations in order that the City do its' due diligence prior to making an offer of employment; and the City has a practice of assigning pre-employment background investigations to Association members; and pre-employment background investigations is the work of the Association, and pre-employment background investigations must be completed in a timely and efficient manner to ensure police employee vacancies are filled expeditiously.

- A. Background Investigators (BIs) are members of the Association.
- B. For BIs the Association agrees to waive Article 1.2 of the current CBA and will allow the BIs to work in excess of ninety (90) days from the first day of reporting for duty.
- C. The terms of the Agreement shall NOT apply to the BIs, except as specifically listed below:
 - 1. Article 1.3 New Classification
 - 2. Article 2 Non-Discrimination
 - 3. Article 3 City Security
 - 4. Article 5 Association/Security Business
 - 5. Article 6 Personnel File
 - 6. Article 9 Settlement of Disputes – This Article shall apply so as to allow the Association to grieve any issues involving interpretation or application of provisions of the Agreement listed in 1 – 17 of this Section to the BIs.

However, BIs do not have just cause protection from termination of their BI status.

7. Article 14 Workers' Compensation as required by ORS
 8. Section 18.1 as it relates to the rate of pay for BIs
 9. Section 21.2 Existing Conditions as it related to the terms of employment granted to BIs under this Article.
 10. Section 21.5 Internal Investigations; BIs will have the right to GPOA representation in any disciplinary type of investigation under Section 600, Discipline of the Rules and Regulations. However, any disciplinary action taken as the result of the discipline investigation process shall NOT be subject to the CBA grievance process by the GPOA, nor may the GPOA and/or the impacted BI challenge the disciplinary action through the CBA grievance process.
 11. Section 21.6 Uniforms/Cleaning; however, BIs will not receive a clothing maintenance allowance.
 12. Section 21.8 Safety
 13. Section 21.9 Memoranda of Understanding as applicable to BIs.
 14. Section 21.10 Discrimination or Harassment Complaints
 15. Article 22 Legal Fees
 16. Appendix A Personnel Records
 17. Appendix B Salary Schedule related to the rate of pay for BIs.
- D. The City will hire BIs giving preference in the following order:
1. Retired members of the Department who retired as members of the Association; then
 2. Retired members of the Department who retired as members of the Department, but not members of the Association; then
 3. Retired members of other local law enforcement agencies; then
 4. Other qualified applicants.

- E. BIs are NOT subject to just cause and may be terminated and/or released from employment with the City in the same manner as any employee on new-hire probation with the City. A BI shall remain in their special employment status for the length of their employment as a BI, and will not become a regular employee regardless of their length of service; however, BIs shall pay dues or an in-lieu of dues fair share payment to the Association. Such dues amount and frequency shall be established by the Association By-Laws and communicated to the City for EFT payroll deduction the same as all other Association represented employees.
- F. Unless the parties agree otherwise in writing, the maximum number of BIs the City may employ at any time shall not exceed three (3).
- G. Each BI shall be limited to no more than 1039 hours of work per calendar year.
- H. BIs will maintain time keeping records and monitor their hours worked. The City is not responsible for the monitoring of hours as it may apply to retirement or other requirements. The BI will submit a time sheet weekly to payroll, for compensation, which will record their dates and hours worked.
- I. A BI shall be paid an hourly rate of pay based upon Step 6 of the hourly rate for a Police Officer, as set forth in the salary schedule of the CBA in effect.
- J. A BI is not entitled to any benefits or other compensatory obligation as outlined in the current CBA other than hourly wage, or those benefits required to be provided by State and Federal law or as set forth in this Article.
- K. A BI is eligible for travel expenses, as outlined in the GARs or GEMs in effect at the time the expense(s) are incurred, to include the use of a City vehicle. However, approval from the Chief of Police is required prior to the use of, or reimbursement for, any travel expenses.
- L. This Article does not prevent the City from using Association members who are on modified duty status from performing and/or assisting with background investigations. Modified assignments of regular Association represented employees will not count towards the number of BIs allowed by this Article.

ARTICLE 24 - SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or administrative agency, or if compliance with any provision of this Agreement is prohibited by law, the parties shall promptly enter into negotiations for the purpose of agreeing to substitute language. All provisions of the agreement, except

the provision directly specified as unlawful, unenforceable or prohibited by law, shall remain in effect.

ARTICLE 25 - CLOSURE

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

During the life of this Agreement the parties may bargain collectively about the terms of future agreements. All terms and conditions of employment not covered by this Agreement, excluding well-established customs and well-established past practices, shall continue to be subject to the City's direction and control and shall not be subject to further negotiation or to the grievance procedure.

ARTICLE 26 – SUBSTANCE ABUSE POLICY

26.1 POLICY AND DEFINED TERMS

- A. The City and the Association are committed to maintaining a safe and healthy workplace for all employees by identifying the misuse of alcohol and controlled substances, assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of substance abuse will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.
- B. For purposes of this Article only, the term “controlled substance” shall mean: Substances so designated in accordance with the Federal Controlled Substance Act (21 USC 812) or Oregon Revised Statute 475.005 (6), excluding any substance lawfully prescribed for the employee’s use. Marijuana is defined as a controlled substance for the purpose of this Article, regardless of whether the marijuana was for medical or recreational use.
- C. The City will maintain an Employee Assistance Program (EAP) at no additional cost to the employee. The general purpose of the EAP will be to reduce problems in the workforce and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including substance abuse that may have an adverse effect on job performance.
- D. For purposes of this Article only, the term “reasonable suspicion” shall mean: An objectively reasonable suspicion based on specific, articulable facts or

observations. The suspicion must be sufficient to lead a reasonable person to suspect the employee has consumed or is under the influence of controlled substances or alcohol such that the employee's ability to safely perform their job is reduced. A reasonable suspicion is more than a hunch.

- E. For the purposes of this Article only, the term "under the influence" shall mean: Blood Alcohol Content (BAC) of .02% or greater by volume of breath as indicated by an evidential breath test or a positive urine test for the presence of a controlled substance in the employee's body in an amount that equals or exceeds the Cutoff Concentration (CC) amounts in the CC chart contained in the Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register at the time of testing.

26.2 PRESCRIPTION (RX) AND OVER-THE-COUNTER (OTC) MEDICATION

- A. This Article is not intended to prohibit the lawful possession or use of Rx or OTC medication.
- B. Rx medication that may affect an employee's ability to safely perform assigned duties must be reported to a supervisor, before the employee reports to work. The employee may have to receive and provide clearance from the employee's health care provider (HCP) before reporting to work.
- C. OTC medication that is ingested in amounts that may affect the employee's ability to safely perform assigned duties must be reported to a supervisor before the employee reports to work. The supervisor may determine the employee should not report to work.
- D. There will be no discipline of an employee for reporting the use of a RX or over-the-counter medication which the employee believes may affect or impair the employee's ability to perform assigned duties.
- E. Supervisors will be trained to comply with employee privacy rights related to HIPAA. An employee's reporting of the use of medications will be disclosed only to a HIPAA trained supervisor. The HIPAA trained supervisor may share the information with other HIPAA trained staff members on a need to know basis.

26.3 PROHIBITED CONDUCT

The following conduct is prohibited, unless lawfully allowed as part of an official job function or specifically allowed by another Department policy:

- A. Possessing, selling, purchasing, distributing or using/consuming any controlled substance;

- B. Reporting for work or working under the influence of alcohol or controlled substances;
- C. Abusing any controlled substance which is lawfully prescribed for the employee's use (i.e. by taking it contrary to the employee's healthcare provider instructions, or by unlawfully obtaining it for the purposes of abuse);
- D. Failure to report use of prescribed medication or over-the counter drugs that may affect the employee's ability to safely perform assigned duties;
- E. Failure to report reasonably known exposure or reasonably known unintentional ingestion of a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety;
- F. Failure to comply with "reasonable suspicion testing" and other directives required by the City for enforcement of this Policy. Examples may include tainting, tampering or diluting samples, falsifying information on testing forms, delaying attendance at a testing location, etc.; or
- G. Employees who consume alcohol as part of their work duties shall not do so to the extent of impairing on-duty performance.
- H. Employees are required to report known violations of this Policy to their supervisor, the Chief of Police or Human Resources.

26.4 CALL OUTS

- A. In the event the City wishes to call out an employee to perform additional duties, at a time when the employee was off-duty, and the employee has consumed intoxicants, the employee will notify the employee's supervisor as to the type and amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.

26.5 TESTING

- A. Before a supervisor, acting on behalf of the City under this Article, may require an employee represented by the Association to submit to any test(s) related to this Article, the supervisor must first obtain concurrence from the Chief of Police or designee that the information available to the City regarding the subject employee is sufficient to support reasonable suspicion testing.
- B. Upon establishing reasonable suspicion under this Article, the City may require the employee to immediately submit to reasonable suspicion testing. This may include blood, urine or breath testing. The City shall pay for the costs of the test(s).

- C. Urine testing will only be conducted at a federal Department of Health and Human Services-certified laboratory (NLCP/NIDA/SAMHSA). Breath testing may occur at a non-City Intoxylizer 8000 station or a medical clinic testing/collection site that is approved by the City for breath testing and which uses instruments on the Federal Register's Conforming Products List and is HHS certified.

- D. If the City decides that testing is required, the City will immediately notify an Association Executive Board member. An Association Executive Board member will accompany the employee to the testing location and be present during the testing so long as the Association representative does not interfere with either the pre-testing process or the actual test. If undue delay would be caused by obtaining an Association representative, the City will coordinate with an Association representative so that an Association representative is given the opportunity to be available and present via phone video-conferencing during the transport to the testing location and pre-testing / testing process so long as the representative does not interfere.

- E. The employee who is the subject of reasonable suspicion testing will:
 - 1. Be promptly notified by the City whether there is a question regarding the employee has reported to work with alcohol or controlled substances in the employee's body and that the employee has a right to have an Association representative present throughout the notification, testing and referral process;
 - 2. Be allowed to have an Association representative present for any meetings related to substance abuse notification, testing and referral process;
 - 3. Be allowed to refuse to be interviewed or questioned by an employee or agent of the City without the presence of an Association representative, unless a safety emergency is evident;
 - 4. Be allowed to refuse to be subjected to any City-initiated or directed meetings about substance abuse treatment programs/plans, administrative leave, paid or unpaid leave, or "last chance agreements" without the presence of an Association representative. However, the City may direct an employee to leave work and not return until such representation is available;
 - 5. Be provided copies of all documents, materials, information and test results as soon as possible. All documents, materials, information and test results will also be provided to the Association, as soon as possible; and

6. The employee who is the subject of reasonable suspicion testing will not be allowed to drive to the testing location or home.

26.6 POSITIVE TEST RESULT

- A. In the event a test result is positive for controlled substance(s), the City shall require a second (2nd) confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent. This second (2nd) test must also yield a positive result to conclude the employee has such substance(s) present in their body.
- B. In the event of a positive test, the City will direct the laboratory to retain a sample for not less than thirty (30) calendar days for the purpose of allowing the employee or the Association to conduct an independent test at their expense at an HHS-certified laboratory. If the additional test reveals the original positive result was in error, the City will be provided a copy of the report and the City will bear the expense of the additional testing.
- C. In the event of a positive test pursuant to this Article, the employee may be referred to the EAP or drug and alcohol counseling and treatment. The employee will also be subject to discipline, including discharge. An employee's participation in this referral will be considered in determining what, if any, disciplinary action may be taken.
- D. After a positive test pursuant to this Article, the employee may be subject to unannounced testing for a period to last no longer than two (2) years from the original date of the test result. Any unannounced testing shall be witnessed by an Association representative and will be conducted in the same manner as the reasonable suspicion testing. Any positive test result pursuant to this unannounced testing will result in discipline up to and including termination.
- E. Failure to comply with a required test shall be treated as a positive test result and will subject the employee to discipline, up to and including discharge.

26.7 VOLUNTARY TREATMENT

- A. If an employee voluntarily enters a rehabilitation program for treatment of their substance abuse dependency, or provides substantiation that they have scheduled an intake assessment or made an appointment with a HCP to address their substance abuse dependency prior to being confronted with reasonable suspicion or other alleged violation of this policy, the employee will not be subject to discipline, provided the employee follows through with the recommendations of their HCP. If an employee voluntarily enters treatment for their substance abuse dependency or schedules an intake assessment or makes an appointment with a HCP to address their substance abuse dependence after being confronted with

reasonable suspicion or other violation of this policy, the employee's action in seeking treatment will be taken into consideration in determining the appropriate level of discipline. Employees will be allowed to obtain treatment for their substance abuse dependency irrespective of whether treatment is sought before or after a violation of this Policy.

- B. Upon written certification from the employee's substance abuse treatment provider that the employee is fit to resume duties, an employee who has not been discharged will be required to follow any after-care requirements or recommendations from the treatment provider, including unannounced testing pursuant to Section 6.D above, as well as any requirements agreed upon between the City and Association. Return to work will require a written commitment to comply with the terms of this Policy. The voluntary seeking of treatment by an employee cannot be used to avoid the consequences of an act for which the employee would otherwise receive economic discipline.

26.8 SEARCHES

Employees are reminded there shall be no expectation of privacy in property provided by the City to its employees, which includes, but is not limited to: desks, file cabinets, files, offices, drawers, equipment, city vehicles, lockers, etc., all of which remain the property of the City, and will be subject to search at the City's discretion without notice. Refusal to cooperate with lawful searches of City property will be considered a violation of this Article and may result in discipline.

ARTICLE 27 - TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective retroactive to July 1, 2019, and shall continue in effect until June 30, 2022.

This Agreement shall be renewed automatically from year to year beyond the expiration date unless the City or the Association notifies the other, in writing, prior to January 15

of the expiring or any subsequent year, that it desires to open the Agreement for negotiations. In the event notification is given, negotiations shall begin no later than March 1. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

CITY OF GRESHAM

**GRESHAM POLICE OFFICERS
ASSOCIATION**

/s/ Erik Kvarsten

/s/ Matt Fagan

Erik Kvarsten
City Manager

Matt Fagan
President

Reviewed as to form:

Reviewed as to form:

/s/ Kathy Peck

/s/ Mark Makler

Kathy Peck
Attorney for the City

Mark Makler
Attorney for the Association

APPENDIX A – GPOA SALARY SCHEDULE

The wages set forth on the tables below represents those increases for each year calculated on actual values, rounded to the nearest dollar.

Effective July 1, 2016, Step 1 was eliminated for the classification of Police Officer (a blank will be shown under Step 1 for that classification.) Newly hired Police Officers will be placed on Step 2 of the Salary Schedule and will be eligible to Step 3 after twelve (12) months and a satisfactory performance evaluation and Step 4 after the next twelve (12) months and will progress through the salary steps in accordance with Articles 18.1 and 18.2. Laterals will be placed on the Salary Schedule in accordance with Article 18.2.

Employees shall continue to advance from step to step annually in accordance with Article 18.2.

Effective retroactive to July 1, 2019 salaries shall be increased by 2.0%, as set forth below:

GRADE	JOB #	CLASSIFICATION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P16	2211	Police Technician	4,282	4,494	4,700	4,938	5,172	5,435	
			51,384	53,928	56,400	59,256	62,064	65,220	
			24.70	25.93	27.12	28.49	29.84	31.36	
P18	2213	Police Technician Senior	4,938	5,172	5,435	5,709	5,997	6,295	
			59,256	62,064	65,220	68,508	71,964	75,540	
			28.49	29.84	31.36	32.94	34.60	36.32	
P19	2202	Police Officer		5,469	5,736	6,032	6,330	6,648	6,984
				65,628	68,832	72,384	75,960	79,776	83,808
				31.55	33.09	34.80	36.52	38.35	40.29
P21	2212	Criminalist	5,469	5,736	6,032	6,330	6,648	6,984	
			65,628	68,832	72,384	75,960	79,776	83,808	
			31.55	33.09	34.80	36.52	38.35	40.29	
P22	2205	Police Sergeant	6,725	7,059	7,422	7,794	8,181	8,588	
			80,700	84,708	89,064	93,528	98,172	103,056	
			38.80	40.73	42.82	44.97	47.20	49.55	

Effective retroactive to January 1, 2020 salaries shall be increased by 1.0%, as set forth below:

GRADE	JOB #	CLASSIFICATION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P16	2211	Police Technician	4,325	4,539	4,747	4,987	5,224	5,489	
			51,900	54,468	56,964	59,844	62,688	65,868	
			24.95	26.19	27.39	28.77	30.14	31.67	
P18	2213	Police Technician Senior	4,987	5,224	5,489	5,766	6,057	6,358	
			59,844	62,688	65,868	69,192	72,684	76,296	
			28.77	30.14	31.67	33.27	34.94	36.68	
P19	2202	Police Officer		5,524	5,793	6,092	6,393	6,714	7,054
				66,288	69,516	73,104	76,716	80,568	84,648
				31.87	33.42	35.15	36.88	38.73	40.70
P21	2212	Criminalist	5,524	5,793	6,092	6,393	6,714	7,054	
			66,288	69,516	73,104	76,716	80,568	84,648	
			31.87	33.42	35.15	36.88	38.73	40.70	
P22	2205	Police Sergeant	6,792	7,130	7,496	7,872	8,263	8,674	
			81,504	85,560	89,952	94,464	99,156	104,088	
			39.18	41.13	43.25	45.42	47.67	50.04	

Effective July 1, 2020 salaries shall be increased by 1.0%, as set forth below:

GRADE	JOB #	CLASSIFICATION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P16	2211	Police Technician	4,368	4,584	4,794	5,037	5,276	5,544	
			52,416	55,008	57,528	60,444	63,312	66,528	
			25.20	26.45	27.66	29.06	30.44	31.98	
P18	2213	Police Technician Senior	5,037	5,276	5,544	5,824	6,118	6,422	
			60,444	63,312	66,528	69,888	73,416	77,064	
			29.06	30.44	31.98	33.60	35.30	37.05	
P19	2202	Police Officer		5,579	5,851	6,153	6,457	6,781	7,125
				66,948	70,212	73,836	77,484	81,372	85,500
				32.19	33.76	35.50	37.25	39.12	41.11
P21	2212	Criminalist	5,579	5,851	6,153	6,457	6,781	7,125	
			66,948	70,212	73,836	77,484	81,372	85,500	
			32.19	33.76	35.50	37.25	39.12	41.11	
P22	2205	Police Sergeant	6,860	7,201	7,571	7,951	8,346	8,761	
			82,320	86,412	90,852	95,412	100,152	105,132	
			39.58	41.54	43.68	45.87	48.15	50.54	

Effective January 1, 2021 salaries shall be increased by 1.0%, as set forth below:

GRADE	JOB #	CLASSIFICATION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P16	2211	Police Technician	4,412	4,630	4,842	5,087	5,329	5,599	
			52,944	55,560	58,104	61,044	63,948	67,188	
			25.45	26.71	27.93	29.35	30.74	32.30	
P18	2213	Police Technician Senior	5,087	5,329	5,599	5,882	6,179	6,486	
			61,044	63,948	67,188	70,584	74,148	77,832	
			29.35	30.74	32.30	33.93	35.65	37.42	
P19	2202	Police Officer		5,635	5,910	6,215	6,522	6,849	7,196
				67,620	70,920	74,580	78,264	82,188	86,352
				32.51	34.10	35.86	37.63	39.51	41.52
P21	2212	Criminalist	5,635	5,910	6,215	6,522	6,849	7,196	
			67,620	70,920	74,580	78,264	82,188	86,352	
			32.51	34.10	35.86	37.63	39.51	41.52	
P22	2205	Police Sergeant	6,929	7,273	7,647	8,031	8,429	8,849	
			83,148	87,276	91,764	96,372	101,148	106,188	
			39.98	41.96	44.12	46.33	48.63	51.05	

July 1, 2021 salaries shall be increased by 1.5%, as set forth below:

GRADE	JOB #	CLASSIFICATION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P16	2211	Police Technician	4,478	4,699	4,915	5,163	5,409	5,683	
			53,736	56,388	58,980	61,956	64,908	68,196	
			25.83	27.11	28.36	29.79	31.21	32.79	
P18	2213	Police Technician Senior	5,163	5,409	5,683	5,970	6,272	6,583	
			61,956	64,908	68,196	71,640	75,264	78,996	
			29.79	31.21	32.79	34.44	36.18	37.98	
P19	2202	Police Officer		5,720	5,999	6,308	6,620	6,952	7,304
				68,640	71,988	75,696	79,440	83,424	87,648
				33.00	34.61	36.39	38.19	40.11	42.14
P21	2212	Criminalist	5,720	5,999	6,308	6,620	6,952	7,304	
			68,640	71,988	75,696	79,440	83,424	87,648	
			33.00	34.61	36.39	38.19	40.11	42.14	
P22	2205	Police Sergeant	7,033	7,382	7,762	8,151	8,555	8,982	
			84,396	88,584	93,144	97,812	102,660	107,784	
			40.58	42.59	44.78	47.03	49.36	51.82	

January 1, 2022 salaries shall be increased by 1.25%, as set forth below:

GRADE	JOB #	CLASSIFICATION TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
P16	2211	Police Technician	4,534	4,758	4,976	5,228	5,477	5,754	
			54,408	57,096	59,712	62,736	65,724	69,048	
			26.16	27.45	28.71	30.16	31.60	33.20	
P18	2213	Police Technician Senior	5,228	5,477	5,754	6,045	6,350	6,665	
			62,736	65,724	69,048	72,540	76,200	79,980	
			30.16	31.60	33.20	34.88	36.63	38.45	
P19	2202	Police Officer		5,792	6,074	6,387	6,703	7,039	7,395
				69,504	72,888	76,644	80,436	84,468	88,740
				33.42	35.04	36.85	38.67	40.61	42.66
P21	2212	Criminalist	5,792	6,074	6,387	6,703	7,039	7,395	
			69,504	72,888	76,644	80,436	84,468	88,740	
			33.42	35.04	36.85	38.67	40.61	42.66	
P22	2205	Police Sergeant	7,121	7,474	7,859	8,253	8,662	9,094	
			85,452	89,688	94,308	99,036	103,944	109,128	
			41.08	43.12	45.34	47.61	49.97	52.47	

APPENDIX B – MEDICAL COST SHARING

The rate in this example is for illustration purposes only. It does not show actual rates or rate increases for the years described. Actual rate increases will be determined based on claims history and other plan costs. This example shows a calculation for the family coverage tier. The same calculation works for any coverage tier.

In this example, there is no employee cost share for the 2021-2022 plan year.

- **Step 1 New Rate**

To get the new total premium, multiply the prior year’s total premium by the 100% plus the percentage of increase.

Tier	2021- 2022 Total Premium	Total Rate Increase	Calculation	2022-2023 New Rate
Employee +2	\$1,921.76	15%	\$1,921.76 x 1.15	\$2,210.02

- **Step 2 City Increase**

To get the City and Employee Cost shares, multiply last year’s total rate by the City’s share of the total increase (12.5% in this example– 10%, plus half of the remaining 5%).

$$\begin{array}{r}
 \$1,921.76 \\
 \times 0.125 \\
 \hline
 \$240.22
 \end{array}$$

- **Step 3 New City Contribution**

Add the City Increase determined in Step 2 to the City’s cost share from last year, which was \$1,921.76 (same as total premium) in this example.

$$\begin{array}{r}
 \$1,921.76 \\
 + \$240.22 \\
 \hline
 \$2,161.98
 \end{array}$$

Of the New Rate determined in Step 1, the City picks up \$2,126.98. This is the New City Contribution.

- **Step 4 Employee Contribution**

Subtract the New City Contribution determined in Step 4 from the New Rate determined in Step 1.

$$\begin{array}{r}
 \$2,210.02 \\
 - \$2,161.98 \\
 \hline
 \$48.04
 \end{array}$$

The monthly employee share for the new plan year is \$48.04

- **Step 5 Calculate 10% Threshold**

Multiply the New Rate determined in Step 1 by 10%. This amount is the maximum employee cost share.

$$\begin{array}{r} 2210.02 \\ \times .1 \\ \hline 221.00 \end{array}$$

- **Step 6 Compare Employee Contribution to 10% Threshold**

If the Employee Contribution determined in Step 4 is less than the 10% Threshold determined in Step 5, then Employee Contribution from Step 4 is confirmed to be the new employee contribution amount. If the Employee Contribution determined in Step 4 is greater than the 10% Threshold determined in Step 5, then the 10% Threshold determined in Step 5 becomes the new employee contribution amount.

$$\$48.04 < \$221.00$$

In this example, the new employee contribution for the family tier is \$48.04.

APPENDIX C – MEDICAL, PHARMACY AND DENTAL BENEFITS SUMMARY

Current Summaries are also available at: <https://greshamoregon.gov/benefits/>

APPENDIX D – OVERPAYMENT/UNDERPAYMENT POLICY

The City and Association have agreed to the following process for addressing overpayments and underpayments to GPOA represented employees.

CITY OF GRESHAM	Effective Date: November 1, 2018	Prior GPM Revision Date(s):
GRESHAM PROCEDURES MANUAL	Gresham Police Officers Association Payroll Overpayment and Underpayment Process Revised per Memorandum of Agreement	
Supersedes:		

Purpose

Payroll errors, including overpayments or underpayments, can occur for many reasons and can be the result of a one-time error or a cumulative error; e.g., a merit increase was entered too early but wasn't caught for six (6) months; an acting in capacity status was continued longer than the assignment; an annual pay increase was entered incorrectly and not found until the next annual review date; etc. Regardless of the reason for the overpayment the City will seek to recover up to the last two (2) years of any overpayment that exceeds ten dollars (\$10.00).

Employees are responsible for verifying the accuracy of their paychecks and notifying their supervisor and/or Payroll of any errors or possible errors upon discovery. In the event an employee is either overpaid or underpaid by the City, each party has an obligation to report the error to the other party as soon as it is discovered. The City and employee and the employee's GPOA representative will work collaboratively to correct the error.

Overpayment Collection Procedures

When an overpayment of greater than ten dollars (\$10.00) is discovered, Payroll will calculate the overpayment amount, identify the cause of the overpayment, and develop repayment options. This information will be discussed with the Financial Operations Manager and Human Resources (HR).

If the error is validated and repayment options are approved by the Financial Operations Manager and HR, the employee and a GPOA representative, will be given written notice of the overpayment, a copy of the calculation, repayment options, and a date by which the

employee and/or GPOA representative must respond to the notice. Employees and their GPOA representative will be given at least seven (7) business days to review the information and determine if they agree with the City's calculated amount of the error.

The employee, with the knowledge of the GPOA, will be asked to sign an agreement acknowledging the overpayment and committing to a repayment plan. Employees will have the option to repay an overpayment via cash, check, cashier's check, credit card (standard fee applies), and/or payroll deduction(s). Any repayment options involving a payroll deduction(s) will be provided based on the following factors:

1. Deduction amounts cannot reduce pay below minimum wage or result in a deduction of more than twenty-five percent (25%) of net wages;
2. The time period will support full repayment within the same duration of time the employee received the overpayment or a maximum of two (2) years if the overpayment occurred for the maximum recovery period;
3. The deduction(s) must be voluntarily authorized by the employee in writing; and
4. GPOA will be provided contemporaneous copies of all communications and/or agreements related to the employee represented by GPOA.

With regard to selection of the option to repay an overpayment via payroll deduction as defined above, an employee may choose to repay the City by selecting one (1) or more of the following options:

1. The employee may elect to have the entire overpayment recouped from the next available payroll check following the discovery and verification of the overpayment, or;
2. The employee may elect to repay the overpayment in equal increments over the same number of pay periods in which the error occurred, up to the two (2) year maximum. For example, if an employee was overpaid by \$100 per pay period for five (5) pay periods, the employee may repay \$100 per pay period during the next five (5) pay periods after the error is discovered.

If repayment options provided are not economically feasible for the employee, Payroll will work with the employee, and the employee's representative, to develop an alternative repayment schedule based on economic hardship, which may include extending the repayment period beyond the period over which the employee received the overpayment.

The written notice will also notify the employee and the employee's representative that if the employee leaves employment with the City before repayment is made in full, the remaining balance will be due and payable within thirty (30) days. If payment is not received within thirty (30) days, the City will determine next steps in the collection process.

If an overpayment of greater than \$10 is discovered after an employee has left employment with the City, the City will mail a notification letter to the employee's home address requesting repayment. If payment is not received within thirty (30) days, the Financial Operations Manager will determine next steps in the collection process, which may include working with the former employee to develop a repayment plan.

Underpayments

Errors resulting in underpayments to the employee will be repaid in full by the City on the next available payday. If the amount of the underpayment results in an undue hardship for the employee, the employee may request a special check. Records related to underpayments to an employee and any communications related to the underpayments will be provided to the employee and the employee's representative upon request.

Disputes

If an employee and/or the employee's representative believes that the facts surrounding the overpayment are incorrect, the employee or employee's representative must notify Payroll in writing by the date specified in the written notice of overpayment. If a resolution is not reached, the overpayment request will be forwarded to the Director of HR for a final decision. Represented employees and/or their representative may contest or grieve a disputed overpayment pursuant to the grievance procedure in the applicable Collective Bargaining Agreement (CBA) or through any other lawful process available to the employee or their representative.

The City also reserves the right to pursue any legal remedy available when a current or former employee does not repay an overpayment, including charging interest in accordance with the law, use of a collection agency, and/or a private action in court.

CITY OF GRESHAM
REPAYMENT AGREEMENT

Date: _____
To: _____
Employee #: _____
To GPOA: _____
From: _____

Overpayment Summary:

As noted in the Overpayment Notice included with this form, our records indicate that you have received an overpayment from the City as detailed below:

Reason for Overpayment: _____

Overpayment date/date range: _____
Gross amount overpaid: _____

Agreement for Reimbursement:

I acknowledge that my GPOA representative and I received an Overpayment Notice and were given seven (7) business days to review the information and determine whether or not I agreed that an overpayment had been made. I agree that I received an overpayment from the City as noted above and I agree to reimburse the City for the entire amount due by the method and terms outlined below. I understand that a copy of this Agreement will be placed in my payroll file and that if I do not reimburse the City in full, or if I do not abide by the terms outlined in the Agreement, the City may institute a legal action in court for the recovery of the money that was overpaid to me. Additionally, if my employment ends before the full amount of repayment is made, the remaining balance will be due and payable within 30 days of my date of separation. By signing below, I authorize the City to collect the over-payment through a deduction from my paycheck(s) as set forth below. I further acknowledge that I was given the option of repaying the overpayment by making payment directly to the City. By checking the box for Payroll Deduction(s) I acknowledge that I prefer to select the option of deduction from my paycheck(s) for my own personal convenience.

Lump Sum

One lump-sum payment equal to the amount below:

Equal Installments

Equal installment payments as noted below until the balance is paid in full:

Amount: _____

Amount: _____

Due date: _____

Due dates: _____

Repayment Method: Payroll deduction(s)
payment(s) to Payroll

Personal Check(s)

Cash

Employee Signature & Date: _____

GPOA Representative Signature & Date: _____

Copy: Payroll file

APPENDIX E – SWAT MEDICS

This Appendix is made with the purpose of delineating responsibility, expectations, limitations, liability protections and identifying protocols in relation to the paramedic members (SWAT Medic) of the East Metro Special Weapons and Tactics (SWAT) Team, as set forth in the Memorandum of Agreement (MOA) signed between the parties on September 21, 2017.

1. RECOGNITION

SWAT medics are employees of the GFD. SWAT Medics are represented by the collective bargaining agreement (CBA) of Local 1062. The SWAT Medics shall be governed by the policies and procedures of GFD, the Standard Operating Procedures (SOPs) of the SWAT team, specific GPD General Orders, which are identified below in this MOA, the CBA between the City and Local 1062, and the City Administrative Rules. SWAT Medics perform the duties of both police officers and fire medics when operational with the SWAT team, the police officer duties they perform is GPOA work. Due to SWAT Medic's special training, knowledge and expertise, all parties to this MOA believe that it is in the best interest of the CITY and SWAT team involved employees to have specially trained SWAT Medics as part of the SWAT team for the safety and health of the SWAT team and the CITY.

2. AUTHORITY

The SWAT Medics shall be sworn reserve police officers of the GPD. SWAT Medics will have Reserve Police Officer authority only when they are deployed as a SWAT Medic and are under the control of the GPD SWAT command. The SWAT Medics have no police powers at any other time while on or off duty.

Once a SWAT Medic is no longer a member of the SWAT team, their Reserve Police Officer Commission is automatically rescinded, and the former SWAT Medic shall immediately return all equipment, badges and identification related to the SWAT team and their former status as a Reserve Police Officer.

3. TRAINING

Training will be conducted by the CITY, through the SWAT team. Records of the training will be kept at the GPD for all personnel associated with the team. If at any point in the future the Department on Public Safety and Standards (DPSST) requires a certification process for reserve police officers, the City, through GPD will be responsible for filing the appropriate paperwork and reporting the appropriate training for the SWAT Medics.

Initial training provided by the GPD to new SWAT Medics will include training on the following items and GPD General Orders (GOs):

Basic Handgun Training

GO 1.1 Department Mission and Objectives

GO 1.5 Oath of Office and Law Enforcement Code of Ethics

GO 4.06 Use of Force

GO 4.16 Arrest, Transport and Temporary Detention

GO 4.27 Firearms Procedure-Handguns

GO 4.32 Public Recording of Law Enforcement

GO 4.33 First Amendment Assemblies

At least once every calendar year, refresher training will be provided to the SWAT medics on the following GPD General Orders (GOs):

GO 4.06 Use of Force

GO 4.16 Arrest, Transport and Temporary Detention

GO 4.27 Firearms Procedure-Handguns

Other annual training provided to the SWAT Medics at least once per calendar year will include Oregon Revised Statutes on Use of Force. Additionally, training will be provided to the SWAT Medics on current applicable court decisions in relation to detention, arrest, and searches that would apply to the tasks SWAT Medics are assigned or could be involved in. At least once per calendar year appropriate training in Defensive Tactics and at least four (4) times per calendar year appropriate firearms training will be provided to the SWAT Medics by the GPD. Additional training for the SWAT Medics will be provided at the discretion of the CITY.

4. COMPLAINTS

Complaints of misconduct against SWAT Medics while they are operational with the SWAT team will be dealt with in the same way that any complaint of misconduct against a GPD employee would be dealt with. Therefore, SWAT Medics involved in misconduct complaints relating to their SWAT Medic duties will be investigated in accordance with GPD misconduct complaint policies. However, final decisions on discipline of SWAT Medics will be made by the Fire Chief after consultation with the Police Chief.

5. USE OF DEADLY FORCE

In the event a SWAT Medic is involved in an officer involved shooting (OIS), or the use of deadly force during a SWAT operation, the SWAT Medic shall be treated the same by the CITY as would a full time sworn police officer. This would include legal representation by the CITY for actions in the course and scope of their assignment and offering of Peer Support services. This will also include

representation by the GPOA, in conjunction with Local 1062 during any investigation related to the OIS or use of force. Close coordination between GPD, GFD, GPOA and Local 1062 will take place to meet the needs of the SWAT Medic in these situations.

LEGAL DEFENSE INSURANCE

The City agrees to provide and pay for the same PORAC Legal Defense Insurance plan, provided to regular GPOA represented members, to SWAT Medics from Local 1062.

6. SELECTION PROCESS

The CITY will conduct the testing for SWAT Medic positions as outlined in the SWAT SOPs Chapter 8.00. A background investigation of applicants will include a Criminal History Check and Law Enforcement Data System check to ensure that the SWAT Medic applicant is not prohibited from carrying a firearm.

Once selected and assigned to be a SWAT Medic, if performance deficiencies are identified with any SWAT Medic, efforts will be made by the SWAT team leadership, and GPD to correct the deficiency. Notice of performance deficiencies of a SWAT Medic will also be given to the Fire Chief and Local 1062. If the appropriate performance deficiency correction is not made by the affected SWAT Medic the CITY, through coordination between the Chief of Police and Fire Chief, may remove the SWAT Medic from the SWAT team.