

**Settlement Agreement
By and Between
City of Gresham (City)
And
Gresham Police Officers' Association (GPOA)
Re: Video Surveillance Grievance**

Whereas, the City and the GPOA are parties to a Collective Bargaining Agreement (CBA); and

Whereas, the parties have historically attempted to cooperate and collaborate to prevent work place harassment and avoid the creation of a hostile work environment at the Gresham Police Department (GPD); and

Whereas, prior incidents of work place harassment and the need to eliminate hostility in the work place and/or at GPD lead to the insertion of Section 21.10 in the CBA between the parties; and

Whereas, in January of 2007 the City received a report of potential work place harassment from a member of the GPOA and the City initiated an investigation related to this claim; and

Whereas, the City installed a video surveillance camera in the Patrol Sergeants Office without informing the GPOA or the Patrol Sergeants that the video camera was installed in the office; and

Whereas, the GPOA learned of this video surveillance by the City and filed a CBA grievance; and

Whereas, the parties desire to resolve the grievance filed by the GPOA and repair the rift in the working relationship that this matter has caused between the GPOA and the City;

NOW THEREFORE, the parties AGREE as follows:

1. The City agrees that in this particular case it should have adhered to and complied with Section 21.10(c) of the CBA by having the City Human Resources assist in the investigation related to harassment claims and work place hostility claims made by a GPOA member.
2. The City understands that in this particular case, the GPOA perceives that the Department violated the trust of the GPOA and GPOA members that was built up over many years of cooperative working relationships.
3. The City agrees that in future claims, or complaints of discrimination, harassment and/or hostile work environment will be handled in compliance with, and adherence to section 21.10 of the CBA between the parties.

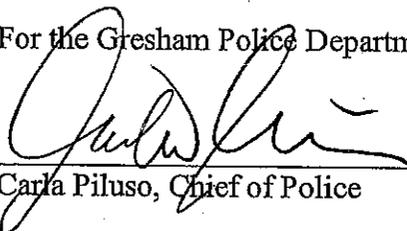
4. In the future, when incidents of harassment or discrimination are alleged and/or reported by a GPOA member either to the City or to the GPD and the subject (perpetrator) is NOT known, the President of the GPOA, or designee, will be notified as soon as possible, in writing, by the Chief of Police or designee, when there is any possibility to believe the perpetrator is a member of the GPOA. Once notified in writing, the GPOA President or designee promises to maintain confidentiality about any investigation that is undertaken by the City.
5. When the identity of the perpetrator is NOT known, the GPD and the GPOA will issue a joint written statement to all employees of the GPD acknowledging that a complaint of harassment has been made, and informing them of the expectation of the GPD, GPOA and City that any and all harassment, discrimination and/or work place hostilities will cease and desist immediately. The GPOA pledges to work with GPD administration to attempt to identify unknown perpetrator.
6. When the identity of the perpetrator is known and the perpetrator is a GPOA member, then pursuant to the current CBA, including Section 21.10 (C), the investigation of complaints of harassment, discrimination and/or hostile work environment directed at a GPOA member will be conducted according to the current CBA and GPD's Internal Affairs Procedure, currently contained in GPD General Order 5.9.
7. The use of cameras or other electronic surveillance techniques to investigate workplace rule violations, when the perpetrator is NOT known will not occur without the written authorization of the Chief of Police and advance written notification to the GPOA President or designee. When the perpetrator is NOT known the GPOA promises to maintain confidentiality about any investigation that is undertaken by the City and will maintain confidentiality about any cameras or other electronic surveillance techniques that are utilized to identify an unknown perpetrator.
8. The terms and conditions of this Settlement Agreement do not apply to an investigation that is singularly and solely a criminal investigation.
9. The City, the GPD and the GPOA agree that workplace harassment and discrimination are unlawful and simply will not be tolerated. The parties will work together to prevent future acts of workplace harassment and discrimination, and will strive to do so in a harmonious manner.
10. As a result of this Settlement Agreement the parties jointly agree and acknowledge that offices in the GPD where employees of the GPD work are not designed as a changing rooms, and as such in the future there is no

expectation of privacy associated with the use of such offices in the GPD by any GPD employee, City employee, visitor to the GPD or citizen.

11. The Department and the GPOA agree that the offices at the Police Department where business is conducted are not designed or authorized to function as locker rooms or changing rooms, and that employees who need to change clothes are expected to use only the designated locker rooms.
12. This Settlement Agreement resolves the grievance filed by the GPOA. In addition, the GPOA agrees that this Settlement Agreement resolves any and all state claims and/or federal claims and/or unfair labor practice claims that the GPOA may have filed and/or may have been able to file and prosecute against the City and/or its agents arising out of the facts and circumstances associated with the grievance filed by the GPOA. Individual employees, regardless of whether they are represented by the GPOA may still act on their own to seek redress or file claims on their behalf, so long as those claims are not derivative of the CBA grievance process or the PECBA's unfair labor practice process.
13. Nothing in this Settlement Agreement is intended to prevent the GPOA from seeking redress for perceived CBA violations and/or Public Employee Collective Bargaining Act (PECBA) violations which may occur after the execution of this Settlement Agreement.

IT IS AGREED this 25 day of April, 2007.

For the Gresham Police Department and City of Gresham



Carla Piluso, Chief of Police

For the Gresham Police Officers' Association



Jim Paddock, President