

BETWEEN THE
CITY OF INDEPENDENCE, OREGON
AND THE
INDEPENDENCE POLICE ASSOCIATION

This Agreement is entered into by and between the City of Independence, Oregon, hereinafter designated as "City," and the Independence Police Association, hereinafter designated as "Association."

ARTICLE 1: RECOGNITION

Section 1.1 Purpose

The purpose of this Agreement is to set forth those matters pertaining to direct or indirect monetary benefits, hours of work, and other conditions of employment, for all members of the Bargaining Unit and the establishment of an equitable and peaceful procedure for the resolution of disputes.

Section 1.2. Recognition

The City recognizes the Association as the exclusive bargaining agent for all regular full-time and regular part-time employees of the City of Independence Police Department, Criminal Division, in the Police Officer classification, the Records Technician classification, the Civilian Analyst classification, and the Community Service Officer *excluding* supervisors, confidential employees per statute, reserves, temporaries, and employees in grant funded positions.

Section 1.3 Definitions

- 1.3.1 Regular Full-Time: An employee in a regular or grant funded position for forty (40) hours a week position.
- 1.3.2. Regular Part-Time: An employee in a regular or grant funded position who regularly works twenty-eight (28) hours a week or more.
- 1.3.3. Temporary or Irregular Part-Time: An employee who works less than 1456 hours a calendar year.

- 1.3.4. Limitation: The City agrees that they will limit the number of temporary employees that are allowed to cover patrol shifts by themselves to a maximum of two. Other temporary employees, who are not allowed to cover patrol shifts by themselves, are not restricted by this limitation.

Section 1.4 New Classifications

New classes may be developed by the City and a wage scale will be assigned thereto. Upon preparation of the new class and wage scale, the City shall forward the new class and wage scale to the Association for review. For the purpose of including new classes under the terms of this contract, the contract will then be subject to reopening to bargain the wage rate to include only the class under the scope of this Agreement. The City may pay an employee under the proposed rate during the pendency of negotiations and wages will be adjusted retroactively if necessary. If unable to reach an agreement and consistent with ORS 243.698, the parties shall submit the dispute to an interest arbitration.

Section 1.5 Complete Agreement

It is agreed that this document contains the full and complete Agreement on all bargaining issues between the parties, and for all for whose benefit this Agreement is made. In the event of a conflict between the provisions of this Agreement and any rules or regulations heretofore, existing, the provisions of this Agreement shall control.

Section 1.6 Chain of Command

The authoritative chain-of-command shall be: City Manager, Chief of Police, Patrol Supervisor, Patrol Persons.

ARTICLE 2: EXISTING CONDITIONS

Section 2.1 Duty to Bargain

The City will notify the Association in writing of anticipated changes that impose a duty to bargain before changing any existing condition relating to what would be a mandatory subject of bargaining or would create a mandatory impact of a permissive subject of bargaining. Within fourteen (14) calendar days after the Employer's notification, the Association may file a demand to bargain. If a demand to bargain is not filed within fourteen (14) calendar days of the notice, the exclusive representative waives the right to bargain over the change or the impact of the change identified in the notice. The City recognizes its obligation to bargain with the Association under the provisions of ORS 243.698, the proposed changes in existing conditions, and further recognizes that these changes will not be implemented until bargaining has progressed through impasse resolution except in the case of an emergency.

ARTICLE 3: EMPLOYEE RIGHTS

Section 3.1 Right to Association/Gender References

Employees shall have the right to form, join, and participate in the activities of Employee Organizations of their own choosing for the purpose of representation and employment relations. No Employee shall be interfered with, restrained, coerced or discriminated against by the City or Association because of the exercise of their rights under the Labor Agreement in effect between the City and the Association. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.2 Union Activities During Working Hours

The Association agrees that its members will not solicit membership in the Association or otherwise carry on Association activities during working hours, except as specifically provided in this Agreement.

Section 3.3 Quarterly Meetings

Association members shall be permitted to attend quarterly membership meetings on duty time. Notice shall be given to the immediate supervisor of the quarterly membership meeting at least seventy-two (72) hours before such meeting when practical. On duty members are expected to respond to duty responsibilities during membership meetings. The quarterly meetings shall not conflict with regularly scheduled department meetings. Members who are on duty shall limit attendance to one (1) hour. The City shall incur no obligation for overtime as a result of Association meetings.

Section 3.4 Dues Authorization

Any Employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the first salary check of said Employee each month. The amounts deducted shall be transmitted within ten (10) days to the Association.

Section 3.5 Fair Share

Membership or non-membership in the Association shall be the individual choice of the employee covered by this Agreement. However, any employee who chooses not to belong to the Association shall make payments in lieu of dues to the Association. Such payments shall be in an amount set by the Association. This section shall be referred to as the "Fair Share Agreement" and the City shall deduct from the first salary check of

each Employee, each month, the payments for regular dues or payments in lieu of dues and shall remit this same to the Association within ten (10) days after the deduction is made.

Section 3.6 Religious Tenet

Any Employee who has a sincerely held religious belief which prohibits an association with a Labor Organization, or the payment of dues or payment in lieu of dues to a Labor Organization, shall pay an equivalent amount of money to a non-religious charity or to another charitable organization mutually agreed upon by the Employee affected and the Association. The City shall deduct from the first salary check of each such Employee, each month, the payment to such charitable organization and shall remit the same to the charitable organization within ten (10) days after the deduction is made. The Employee shall supply proof to the Association each month this has been done.

Section 3.7 Reasonable Access

The Representative(s) of the Association shall have the right of reasonable access to the offices and City premises provided that said representative(s) shall first apprise the supervisor in charge the purpose of the visit, the length of time required, the persons to whom he desires to speak, and provided further that such visit will not unreasonably interfere with the Employees performance of their work.

Section 3.8 New Hires

The City will notify the Association of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Association with the new Employee's name, social security number, mailing address and position for which he/she was hired.

Section 3.9 Association Use of Facilities

In accordance with established City policy, rules and regulations on the use of City facilities by community groups, the Association may use the facilities for Association meetings provided such space is available.

Section 3.10 Association Bargaining Team

The Association's negotiating team shall include not more than two (2) Employees who shall be permitted to attend negotiating meetings with the City representatives without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during the duty hours of the members so attending. Officers may voluntarily trade shifts for attendance at negotiating meetings with the approval of the City. The City incurs no overtime liability as a result of the scheduling of bargaining sessions. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

Section 3.11 Special Conferences

Special conferences for negotiations may be arranged between the Association representatives and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Association representatives shall not lose time or pay for time spent in such conferences.

Section 3.12 Bargaining Session Location

The City agrees to allow the Association to use City facilities, when available and without cost, for the purpose of conducting Association meetings directly related to labor relations between the City and the Association.

Section 3.13 Grievance Investigation

Grievances may be investigated by the on-duty officer so long as it does not disrupt the work of bargaining unit members or duty responsibilities.

Section 3.14 Bulletin Board

The City agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1 Management Rights

The City retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of Employees in the bargaining unit and of the Association are limited to those specifically set forth in this Agreement and the City retains all authority, powers, privileges and rights not specially limited by the terms of this Agreement. 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 not removed by law from the area of Collective Bargaining.

Section 4.2 Reasonable Accommodation

No provision of this Agreement shall be interpreted in such a manner as to prevent the City from making such reasonable accommodation as may be required under applicable federal or state legislation or administrative rules (i.e., ADA, Title VII, etc.).

Section 4.3 Take Home Cars

The association recognizes that take-home cars may be assigned to workers when it is determined to be beneficial to the City. It further recognizes the use of, and assignment to, a take home car as an exclusive right of management.

ARTICLE 5: STRIKES AND LOCKOUTS

Section 5.1 No Strike

The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City during the term of this Contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any Employee(s) engaged in a violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, which may be available to the City.

Section 5.2 Orderly Return to Work

In the event of a strike, work stoppage, slowdown, picketing, observance of picket line, or other restriction of work in any form, either on the basis of individual choice or collective Employee conduct, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 5.1, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.

Section 5.3 No Lockout

There will be no lockout of Employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 6: HOLIDAYS

Section 6.1 Accrual

Regular full-time employees shall receive eight (8) hours of time off per month in lieu of holidays, which may be used at any time subject to approval by the Chief. Regular part-time employees shall receive four (4) hours of time-off per month in lieu of holidays, which may be used at any time subject to approval by the Chief. Time not used may be carried forward and accumulated for use similar to compensatory time or vacation time.

Section 6.2 Payment of Holiday Time

When used, holiday time must be used in full shift units or greater. All unused holiday time will be paid to each Employee at the end of the November pay period of each year. Employees may, at their option, request payment of any unused holiday time at the end of the June pay period of each year. Unused holiday time will be paid to each Employee at their current regular hourly rate.

ARTICLE 7: VACATION

Section 7.1 Accrual Rates

After having served continuously in the City's service for six (6) full calendar months, regular full-time Employees shall be credited with forty (40) hours vacation leave. Regular part-time employees shall accrue vacation leave prorated on the hours worked in the month. Thereafter, vacation shall be credited at the following rates:

Length of Continuous Service Calculated from Anniversary of Last Date of Hire	Vacation Time Accrued
At the completion of six (6) full months. At the completion of another six (6) months of service for a total of twelve (12) months.	Forty (40) hours. Another forty (40) hours for a total of eighty (80) hours for the first twelve months of service.
Thirteen(13) months through completion of -sixty (60) months.	Eight (8) hours per month of service.
Sixty one (61) months through completion of one hundred twenty (120) months.	Ten (10) hours per month of service.
One hundred twenty one (121) months through completion of one hundred eighty (180) months.	Twelve (12) hours per month of service.
One hundred eighty one (181) months through completion of two hundred forty (240) months.	Fourteen (14) hours per month of service.
Two hundred forty one (241) months and every twelve (12) months after up to the cap on accrual specified in Section 4 of this Article.	Sixteen (16) hours per month of service.

Section 7.2 Continuous Service

"Continuous service" is defined as that service unbroken by separation from the City service, other than that time spent in the military, Peace Corps, vacation or sick leave and FMLA/OFLA leave. Time spent on other types of authorized leave will not count as time for continuous service, except that Employees returning from such leave, or Employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

Section 7.3 Seniority

Employees shall be responsible for planning and initiating vacation time-off requests. In case of conflict, the Employee with the longest period of service with the City shall have first choice in scheduling of vacations during annual vacation bidding. Vacation requests outside of annual bidding is based on operational need and first come first served.

Section 7.4 Accumulation

Employees shall be permitted to request accrued vacations time off either on a split or entire basis. Employees with up to five (5) years of service shall not accumulate vacation leave in excess of two-hundred forty (240) hours. Employees who have over five (5) years of service may accumulate up to three-hundred and twenty (320) hours of vacation time. An Employee who is about to lose vacation credit because of accrual limitations may be required by the City, or may request the City, with five (5) working days notice to take one (1) week of vacation leave to prevent loss of such time.

Section 7.5 Termination or Death

After twelve (12) months of service, upon the termination of any Employee for any reason(s), or in the event of the death of an Employee, all accumulated vacation time shall be paid either to the Employee or his heirs, whichever the case may be.

Section 7.6 Increment

Vacation shall not be taken in blocks of less than one (1) hour.

Section 7.7 Payment of Vacation Time

Employees may elect to convert vacation time into pay as outlined: Any request for vacation buy back must be done on a vacation buy back form. For any hours requested to buy back, there must be an equal number of vacation hours actually taken off during the same month of the buy-back request. For example, an employee requesting 40 hours of vacation buy back in January must also have a vacation of 40 hours or more scheduled off during the same month of January.

For employees with five full years of service through nine years of service, a maximum

of 40 hours may be requested for buy back per calendar year. For employees with at least 10 full years of service through 15 years of service a maximum of 80 hours may be requested for buy back per calendar year. For employees with more than 15 years of service a maximum of 120 hours of vacation time can be requested for buy back per calendar year. Converted vacation time will be paid to the employee at their current regular hourly rate.

ARTICLE 8: OTHER LEAVES OF ABSENCE

Section 8.1 Leave Without Pay

The City will consider a written application for leave of absence without pay not to exceed one-hundred-eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and that the work of the Department will not create a hardship by the temporary absence of the Employee. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the Employee on his written application for such leave. Such leave shall not be approved for an Employee for the purpose of accepting employment outside the service of the City; and notice that the Employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Section 8.2 Jury Duty

Employees shall be granted leave with pay for service upon a jury if appearing when normally scheduled for work. Employees will not accept any jury fees from the Court if otherwise on duty. Employee may receive mileage fees if appearing when not normally scheduled to work. Upon being excused from jury service for any day, the employee shall immediately contact the Department head or other supervisor for assignment for the remainder of his regular workday.

Section 8.3 Leave with Pay

8.3.1. Leave with pay shall be granted for a work related appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his attendance under penalty described by law; provided, however, that the salary paid to such Employee shall be reduced by an amount equal to any compensation he/she receives as witness fees; and provided that any officer subpoenaed to a criminal proceeding in the State of Oregon as a witness will be considered a work related court appearance. See also Article 11.3 for additional clarification.

Section 8.4 Return from Leave

Any Employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration or termination of said leave of absence, shall be

considered as having resigned his position with the City, and his position shall be declared vacant; unless the Employee, prior to expiration of his leave of absence, or prior to the termination date, has furnished evidence that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his control, and seeks an extension of leave for such reasons. Such a request for extension shall be made in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified and that the extension may be granted without unduly handicapping the operation of the Department.

Section 8.5 Requests for Leave

Requests for leave pursuant to this Article shall be made eighty hours (80) in advance whenever possible.

ARTICLE 9: CLOTHING AND UNIFORMS

Section 9.1 Uniforms

The City will provide uniforms, except footwear, replacing existing uniforms as required, so long as the expenditure required does not exceed four-hundred dollars (\$400.00) per year per officer.

Section 9.2 Accessory Items

All necessary badges, patches, insignias, safety equipment and protective clothing shall be provided by the City. Employees shall reimburse the city for the cost of replacing equipment issued to them that is lost or damaged due to deliberate abuse.

Section 9.3 Bike Patrol

A Police Officer assigned to bike patrol shall be provided related equipment, including riding shorts, short sleeved shirts, and protective gear from the department inventory.

Section 9.4 Footwear

The Department will reimburse non-probationary employees up to \$300 once every other anniversary date for approved and required safety footwear for work. Employees shall not receive more than one reimbursement in any 18-month period. Receipts must be submitted for reimbursement and be pre-approved. This reimbursement will not be given to employees who have given notice of resignation, are pending notice of termination, or who are finalists on hiring lists with other employers.

ARTICLE 10: COMPENSATION

Section 10.1 Salary Schedule

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked "Appendix A," which is hereby incorporated into and made a part of this Agreement. If any position which should appropriately be included in this bargaining unit is hereafter established by the City, the City shall designate a job classification and the City and the Association shall bargain an appropriate pay rate for the position.

Effective July 1, 2021 or upon execution, the later of either, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2019 to December 2020, with a minimum two percent (2%) and maximum of four percent (4%). The CPI-U West Region for that period is already known to be 1.5%, therefore the July 1, 2021 wage rate increase will be the 2% minimum.

Effective July 1, 2022, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2020 to December 2021, with a minimum two percent (2%) and maximum of four percent (4%).

Effective July 1, 2023, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2021 to December 2022, with a minimum two percent (2%) and maximum of four percent (4%).

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Steps are 5% apart.

Section 10.2 Pay Periods

Pay periods shall be on a monthly basis and paychecks shall be issued on the last working day of the month of the City office personnel.

Section 10.3 Mileage and Travel Reimbursement

10.3.1. An Employee who is required to report for special duty at any location other than his permanent reporting location, and who is required to use his personal automobile for transportation to such location, shall be compensated at the City's most current rate per mile for the use of such automobile directly in the line of duty.

10.3.2. Employees required to travel by the City for special investigations, training, and other approved situations shall be compensated for travel expenses, food, lodging per City policy.

Section 10.4 Pay Scale and Rate of Pay

10.4.1. Employees covered by this Agreement will be paid according to the pay scale as shown in Appendix "A," attached.

10.4.2. Base Monthly Salary: Employee's base monthly salary is the rate provided in Appendix "A" for employee's classification and step, reflecting an annualized salary based on 2,080 hours per year.

Base Hourly Rate: The base hourly rate is calculated by multiplying the base monthly salary by 12 months and dividing by 2,080 hours.

Regular Hourly Rate: Regular hourly rate shall be defined as a full-time employees' base pay plus applicable incentives an employee is currently receiving, as found in Article 12.

Incentive pay calculations: The parties agree that incentives based on a percentage will be individually calculated using the employee's Base Pay. If an employee qualifies for multiple incentives, each incentive will be calculated separately and the product of those separate multiplications will then be added together. Once calculated, the sum of the incentives will be added to the employee's base hourly rate to establish the employee's Regular Hourly Rate, generally then used to calculate overtime.

Section 10.5 Range Classification

Each Employee shall be paid at one of the steps in the range prescribed for his classification.

10.5.1. Normally, an Employee will be hired at the first step of the range established for his classification. The City retains the right to hire a lateral employee at a higher step.

10.5.2. A new Employee is eligible for advancement to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of twelve (12) months of service. These steps are automatic unless the Chief of Police can validate that the Employee's work standards have not met with standards of performance which would normally warrant an Employee a step increase based on the Employee's ability to perform his job. An employee is eligible for step increases each fiscal year, until he/she reaches the top of his/her pay scale, (See Appendix "A" for step increases, one (1) through seven (7). Employee evaluation forms will be used in determining potential merit increases.)

10.5.3. Probationary Period: The probationary period for sworn Employees shall be eighteen (18) months in addition to four months of basic academy training, if required. The Probationary Period for Non-Sworn Employees is (12) months, which includes the Community Service Officer position. The city has the right to extend both probationary

periods up to six (6) additional months when conditions exist that create a need for additional probationary evaluation. Such conditions could include employees' extension in the FTEP process, or an injury sustained by an employee which limits the ability to be evaluated.

Section 10.6 Tuition Reimbursement

The City may in its discretion reimburse an officer for one-half (½) the tuition expenses incurred by the officers for courses in either Spanish or computer literacy. To qualify the officer must complete the class and attain a grade of C or better, (or Pass if the course is Pass/No Pass).

Section 10.7 Benevolence Fund

The City will offer a payroll deduction program for Police Employees which allow them to donate to the Monmouth-Independence Community Foundation (MICF). As an incentive, the City will match the first \$25 (twenty-five dollars) per month that an employee donates.

ARTICLE 11: OVERTIME

Section 11. 1 Overtime

The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and of public interest. Employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours. Paid leaves shall count as hours worked. Trade time of the scheduled shift will not result in overtime obligations to the City.

- a. All assigned work in excess of eight (8) hours on any schedule 8-hour workday, or ten (10) hours on any schedule 10-hour workday.
- b. All assigned work in excess of forty (40) hours in any one week.
- c. All assigned work outside the Employee's scheduled workweek.

Section 11.2 Callback Time

11.2.1 Sworn Officers called to work outside a regular work schedule shall be paid for a minimum of three (3) hours at the rate of time and one-half. This section shall not apply to an employee called in at the start of the employee's shift two (2) hours or less before a regular shift or upon continuous extension of a regular shift.

Personnel that are not sworn police officers who are called to work outside a regular work schedule shall be paid for a minimum of one and one half (1.5) hours at the rate of time and one-half. This section shall not apply to an employee called in at the start of the employee's shift two (2) hours or less before a regular shift or upon continuous extension of a regular shift.

11.2.2. An Employee required to report back to work after completion of his shift for at least one (1) hour, shall be paid time and one-half (1 ½) for all time worked (with a guarantee of three (3) hours) except Department meetings and training which shall be paid for time actually spent. The three (3) hour minimum shall not apply to employees recalled to duty to correct a mistake and/or to complete a duty that must be completed prior to the employee's next duty day.

Section 11.3 Court Time

A. Court time incurred in the performance of work for the City, outside the aforementioned regular work shift, forty (40) hour workweek, or any other time the Employee is not working within his regularly scheduled shift. Minimum payment for court time is three (3) hours, except when court is held within two (2) hours of the termination or start of Employee's scheduled shift, on which occasion Employee will receive overtime pay until the conclusion of said trial or his shift begins, whichever is the lesser. This includes civil court time when the matter is related to an Employee's duties as an Employee of the City of Independence. However, court time incurred in the employ of another jurisdiction shall not qualify under this Contract.

B. Telephonic witness testimony: Officers appearing by telephonic or video testimony for work related matters outside their regularly scheduled 40 hour workweek will receive a minimum payment of 1 hour overtime for telephone testimony.

Section 11.4. Compensatory Time

11.4.1. Overtime and callback hours shall be compensated at the employee's choice, either through pay or compensatory time at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate.

11.4.2. Compensatory time may be accumulated to a maximum of sixty (60) hours, to be taken at a mutually agreeable time, based on the operating needs of the Department. Amounts over the 60 hours will be paid in the employee's next paycheck. Compensatory time may not be authorized if the approval incurs overtime costs to the City.

ARTICLE 12: INCENTIVE PAY

Section 12.1 Incentive Pay Eligibility

Employees will not be eligible for pay incentives under this section until they are determined to have successfully passed through the FTEP process and are on "solo" status. Solo status shall be defined as working in their own car, covering patrol calls, by themselves.

Section 12.2 Bilingual Incentive

In addition to the wages provided for in this Article and Appendix "A", employees demonstrating Competency in Spanish/English as reasonably determined by the City shall receive an additional pay incentive amount equal to five percent (5%) computed on their base monthly salary. Employees demonstrating bilingual Mastery shall receive an additional amount equal to seven percent (7%) computed on their base monthly salary. These incentive pays shall only be maintained by passing an annual retest that qualifies the employee to retain the incentive. Competency and Mastery pays are not compounded.

Qualifications and testing related to bilingual language skills and definitions for Competency, and Mastery are found in Appendix B.

Section 12.3 Educational Incentive

Employees covered by this Agreement shall receive additional compensation for college education as follows:

Associate Degree or equivalent College Credit	2.5%
Bachelor Degree	5.0%
Master or Doctorate Degree	7.0%

The education incentive pay shall be computed upon the Employee's base monthly salary. AA/College credit, Bachelor and Master/Doctorate Incentives are not compounded.

Section 12.4 DPSST Incentive

Employees in classifications subject to certification by the Oregon Department of Public Safety Standards and Training (DPSST) shall receive certification pay as follows:

- A. Intermediate Certification: 2.5% base monthly salary.
- B. Advanced Certification: 5% base monthly salary.
- C. DPSST incentives are not cumulative. Maximum is 5%.

Employees are required to continuously maintain certification in order to receive the listed incentive. The City will provide the necessary training to each employee in order to maintain the certification yearly. The incentive will be paid and start the month following presentation of certification by the employee to the City.

Section 12.5 Residency Incentive

Members of this Association who reside within the corporate city limits of the City of Independence will receive an incentive equal to \$70.00 per month for each month they reside within the City. Residency of more than 15 days in a calendar month will be considered a month when calculating this incentive. This incentive will be calculated and paid on a monthly basis. Residency is defined as living within a taxable dwelling located within the corporate city limits of the City of Independence and spending enough time at this location to honestly indicate that is the employee's primary residence.

Section 12.6 Field Training Officer

Persons assigned as Field Training Officers shall receive an additional 5% of their base monthly salary per month, when actively training a regular full-time or regular part-time recruit. This section only applies to employees in the bargaining unit and specifically excludes the training of reserve officers and cadets.

Section 12.5.1 Requirements for FTO incentive pay

To qualify for FTO incentive pay you must:

1. Be a trained FTO
2. Be assigned to work with a new full time officer that is currently in the training process
3. Track on your timesheet the actual hours you were working with that officer

Working with a new officer is defined as any or all of the following:

- Being in the same vehicle on calls during the shift.
- Writing a DOR (Daily Observation Report) for that officer.
- Hours include meal and other breaks, but not the time the officers are separated (i.e. recruit working on a special project and not under the supervision of the FTO, or on hours the recruit is assigned to the DA's office or dispatch).
- Includes all other FTEP related tasks, such as test making, grading, etc.

The incentive pay will be calculated at 5% of your base pay for the total number of hours you worked during the month as an FTO, not to exceed 5% of base salary (Note: the pay is calculated on the base monthly salary, which means those OT hours earned during the FTO period will not be calculated using this 5 % incentive).

EXAMPLES:

- FTO works dayshift from 0700 - 1700 hours. Recruit works a mid-shift from 1200 – 2200 hours. The FTO receives incentive pay for 5 hours;
- FTO and recruit work swing shift and 2 hrs OT from 1700 – 0500. Both get paid for the 12-hour day including 2 hours of overtime. FTO receives incentive pay for 12 hours;
- FTO and recruit work a full month together and each earn 15 hours of overtime. They each get paid their full salary plus the 15 hours of Overtime. The FTO will also receive-5% for the month based upon their base salary.

An example of how F.T.O. pay works

	Imaginary Work Week	Hours Worked				Total Hours worked/wk	Hours Credited to FTO Incentive	Hours of Overtime
FTO	1	10	10	10	10	40	40	-
	2	12	12	12	12	48	48	8
Not FTO	3	10	10	10	10	40	0	-
	4	12	12	12	12	48	0	8
							88	16

The F.T.O. Incentive for the above example is the officer's base hourly rate x 5% x 88 Hours.

Section 12.7 School Resource Officer Incentive

School Resource officer is an assignment at the discretion of the Chief. Employee is generally assigned for an ongoing basis, and thus payment is monthly. The incentive is 3% of base monthly salary as assigned.

Section 12.7.1 Requirements for SRO Incentive Pay

During the school year any officer (or officers) assigned to the schools as a full time assignment will be given the SRO incentive pay. To qualify the officer will need to have been assigned to (scheduled for) the School Resource Position for at least 100 hours of the month in which SRO incentive pay is sought. Assigned time may include vacations,

training, or other time away from school – as long as the officer's primary assignment is still as a School Resource Officer.

During the summer months SRO incentive pay will be given to any officer who had been assigned to the School Resource Officer position for three or more months prior to the end of the most recent school year. The incentive pay during the summer months is to compensate for the frequent shift adjustments given this officer as we use them for vacation fill in.

Officers who will be starting the next school year as a School Resource Officer, but who were not in that assignment for the last three months of the preceding school year, will not receive SRO incentive pay until the school year actually starts.

Section 12.8 Detective Pay

Employees assigned to Detectives shall receive an additional three (3%) percent of base monthly salary. Assignments are at the discretion of the Chief. Due to operational need to cover for a vacancy or other staffing need, if an employee assigned to Detectives is temporarily assigned back to patrol for more than 15 consecutive days, the Detective premium is suspended and not paid.

In addition, the City will provide members assigned as plain-clothes detectives in their July paycheck (annually) the amount of \$385.00, to be used for clothing and/or equipment related to their assignment(s).

Section 12.9 Physical Fitness Incentive

The Independence Police Department recognizes the importance of good physical fitness in its employees. In such, the department offers an incentive for employees demonstrating the ability to perform the ORPAT test in less than five minutes. The primary ORPAT incentive testing period will occur in June of each year. If an employee is unable to participate in the June ORPAT testing period due to injury, illness, or other reasonable conflict, the employee may request to attend a makeup ORPAT test during the same fiscal year. An employee unable to participate in the primary ORPAT test due to injury or illness shall furnish a certificate issued by a licensed physician to a supervisor. An employee participating in a makeup ORPAT test, shall furnish a physician's release to a supervisor, prior to participating in the makeup ORPAT test. It shall be the employee's responsibility to make arrangements to participate in the makeup ORPAT test. No employee may participate in ORPAT testing for incentive more than one time per year. For qualified employees, the incentive is 2% of the base monthly salary through the next primary ORPAT testing period.

Section 12.10 Longevity Pay

The City of Independence Police Department values its employees. As an incentive for continued employment with the Independence Police Department, employees will

receive longevity pay after five (5) full years of employment with the Police Department. The longevity pay shall be \$14 (fourteen dollars) per month for every full year the employee has served the Independence Police Department, with a maximum monthly amount not to exceed \$280 (two hundred and eighty dollars).

Section 12.11: Shift Differential Pay

Members who are assigned to work mid shift (1200-2200, Th-Su) shall be eligible for shift differential pay incentive while assigned to and working that shift rotation. The shift differential pay incentive is 2% of base monthly salary.

In the event the member, while assigned to the mid-shift schedule rotation, is scheduled to another shift due to scheduling needs, they will continue to receive the shift differential through the end of the rotation.

Shift differential incentive will not be paid when a member not assigned to the mid-shift rotation is temporarily scheduled to work mid-shift (i.e. in order to facilitate a training, court, or other minor scheduling need).

Shift differential pay percentage will not be counted towards the incentive maximums.

Section 12.12: Incentive maximums

Employees may only earn incentives up to an aggregate total value of 12%, excluding physical fitness, longevity and residency, detective, mid-shift differential, and SRO incentives.

ARTICLE 13: DISCIPLINE AND DISCHARGE

Section 13.1 Discipline For Just Cause

No regular Employee may be disciplined or discharged except for just cause. This section shall not be construed to prohibit or abridge the City's right to verbal warning or counseling. Any written warning notice of discipline shall specify the misconduct from which the written warning was given, and if applicable, shall also specify any specific departmental rule, regulations, or policies violated.

A. Informal Action: Verbal warnings, and counseling, even if reduced to writing, are considered informal actions and thus are not grievable. An employee may submit a rebuttal to an informal action, which will be maintained with the working file. Informal actions may be used as evidence for progressive discipline or notice of rule. Informal actions will not be placed in a personnel file but may be maintained in a working file, to be reviewed with yearly evaluations. Informal actions will be considered stale if resolved in the yearly evaluation.

The Association may contest the validity of the informal action in the grieving of any subsequent discipline of greater severity which uses the informal action as its basis for progressive discipline, provided that a rebuttal was submitted at the time of the informal action.

Informal actions (ie: the matter is not considered discipline under the CBA) and formal disciplines will be clearly labeled as such.

Section 13.2 Progressive Discipline

Disciplinary action shall be constructive and shall normally be progressive. The parties recognize that certain activities and behavior may be so serious as to result in suspension or termination without prior progressive discipline.

Section 13.3 Discipline Steps

The steps of progressive discipline shall be defined as follows and the record shall reflect the level imposed for the action.

Informal Action = an informal action, as described above, which may be reduced to writing but must clearly state informal warning or counseling.

Formal Discipline:

Level 1 discipline = written reprimand

Level 2 discipline = suspension with or without pay, demotion.

Level 3 discipline = termination

Section 13.4 Administration of Discipline

The City, in disciplining an Employee, shall make reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the Employee before other Employees or the public.

Section 13.5 Probationary Employee

A probationary Employee (as defined in Article 10 Compensation Section 10.5.2) may be discharged with or without cause. Termination of a probationary employee is without appeal to the grievance procedures provided in this agreement.

Section 13.6. Written Record

A written record shall be made of any formal disciplinary action taken against an Employee and placed in the Employee's personnel file, which shall be maintained by the City. Both the Association's representative and the Employee shall receive prompt

written notice of any formal disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses including references to written rules and regulations, and type of penalty. Any written reference to Level I formal discipline shall be removed after eighteen (18) months at the Employee's written request.

Section 13.7 Attachments

Any attachments to the evaluation shall not be released without the employee's approval. Attachments shall be maintained separately from the evaluation.

Section 13.8 Appeal

Any formal disciplinary action imposed upon an Employee may be protested as a grievance through the grievance procedure, Article 14.

Section 13.9 Employee Rights

Due process for formal disciplinary investigations:

- The City will provide at least 48 hours written notice prior to any formal interview for investigation of an employee that may lead to discipline. This writing shall include a description of the policies or rules the employee is accused of violating, a summary of the alleged facts supporting the claim and notice of the right to Association representation. Association representation will not unreasonably delay investigatory interviews.
- Interviews covered under this Section shall, to the extent practical, take place at City facilities.
- Either party may tape record the interview, and, if either party exercises this right, they will provide a copy of the tape or transcript, if so transcribed, to the other party upon request at no cost.
- In any investigation, the Employee may be required to answer any questions reasonably related to the subject matter under investigation. The Employee may be disciplined for refusing to answer such questions. In an investigation involving potential criminal conduct, employees who are required to answer questions related to the potential criminal conduct will be issued a "Garrity" notice in writing. Such notice will advise the employee that he/she is required to answer questions related to the potential criminal conduct and will be subject to discipline for failure to do so. The notice will further advise the employee that the answers provided in response to this directive will not be used in a subsequent criminal proceeding.
- In situations involving the use of force, the Employee shall have the right to consult with an Association representative or attorney prior to being required to

give a verbal or written statement about the use of force. This section does not inhibit a brief overview at the scene in order to assess the event and secure the area.

- No Employee shall be required to give a written or verbal statement on any complaint against them by a person outside the Police Department unless said person reduces the complaint to a written form and signs the complaint. The Employee shall be furnished a copy of the signed complaint prior to being required to give a verbal or written statement. This provision shall not preclude management personnel from requiring answers to preliminary questions which may have their origin in other than written signed complaints.
- Pre-disciplinary Loudermill Meeting: Prior to any discipline being imposed, the employee shall be given the opportunity to meet with the Chief of Police or his designee, personally or through an Association Representative or Attorney, to provide additional evidence and/or mitigating circumstances related to the disciplinary action being considered. The City will provide reasonable advance notice of the meeting and will respond to requests for information related to the conduct leading to the proposed disciplinary action, including requests for copies of investigation documents, witness statements, tape recordings, and other information relied upon as a basis for the proposed disciplinary action within a reasonable period prior to the meeting. The City agrees not to decide on the discipline to be imposed on the employee until after such a meeting.
- Imposing Discipline: Any employee being disciplined will be given official written notice of the discipline being imposed, including a summary of the factual conclusions; the policy, procedures, standards violated and/or misconduct that occurred. The employee and/or Association Representative shall, upon request, be furnished with a copy of the reports of the investigation which shall contain witness statements, tape recordings, and other materials relied upon to impose the discipline. The City agrees to provide notice of intent not to discipline within a reasonable period, which shall not generally exceed thirty (30) days from the date the investigation commenced. The City may extend this period beyond thirty (30) days, depending on the complexity of the issues, delays in collecting necessary information and scheduling witnesses for interviews, etc., as necessary to complete the investigation.

Section 13.10 Complaints

No Employee shall be disciplined for misconduct arising out of a complaint by a person outside of the Police Department unless the person files a written and signed complaint as required in Article 13.10(f). The only exception to this section is when the Department has independent evidence of the alleged misconduct and the evidence is

such that a reasonably prudent person would rely on said independent evidence in making the disciplinary decision.

ARTICLE 14: GRIEVANCE PROCEDURE

Section 14.1 Steps

The City and the Association agree that any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement shall be settled in the following manner:

STEP I:

The affected Employee(s) and/or the Association shall informally discuss the matter which is in dispute with the Employee's supervisor, or his designee, in an attempt to resolve the matter.

STEP II:

If the matter has not been settled in Step 1, it shall be reduced to writing by the Association and presented to the Chief, or his designee, no more than fifteen (15) calendar days following the event which led to the filing of the grievance, or fifteen (15) calendar days following the day the Employee became aware of should have become aware of said event. The written grievance shall include details of the grievance, the section(s) of the Agreement allegedly violated or misinterpreted, and the specific remedy requested. The Chief shall respond to the Association in writing within fifteen (15) calendar days after receipt thereof.

STEP III.

If the matter has not been settled in Step 2, it may be appealed to the City Manager, or his designee, for the consideration within seven (7) calendar days of the receipt of the Chief's decision in Step 2. The City Manager shall render a written decision within fourteen (14) calendar days of his receipt of the appeal.

If the Association is not satisfied with the decision provided by the City Manager, the Association will submit the grievance to mediation within 14 calendar days from either the City Manager's response or 14 calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases do not need to follow the mediation process and may move to the next step.

STEP IV.

If the grievance is not settled at Step 3 or through the mediation process, the Association may—within ten (10) calendar days of the decision of the City Manager or his designee(s), or ten (10) days after the City Manager's response is due under Step 3 or after mediation – have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the Employment Relations Board (ERB) shall be requested to submit a list of seven (7) Oregon arbitrators. The parties shall then be bound by the ERB rules and procedures, except as modified herein.

The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the Employees. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning and application of the Agreement and such decision shall be final and binding on all parties.

Either party may audio record the hearing for their own purposes or use a court reporter at their own cost. If transcribed, the other party will be given an opportunity to purchase a transcript also. The losing party shall be responsible for the expenses and fees of the arbitrator. Each party shall be responsible for compensating its own representative and witnesses.

Section 14.2 Time Limits

14.2.1. The parties to this Agreement shall be bound by the time limits contained in this Article, Section 1, above. If either party fails to comply with or follow the time limits, the following shall result:

- If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.
- In the event communications regarding a grievance are carried by mail, time limits shall be satisfied so long as the mailing of the grievance and/or response of the responsible party was postmarked within the time limits specified above.
- In the event the parties dispute timeline issues of the grievance process, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue and the hearing will either proceed if ruled timely or end if untimely.

14.2.2. Time limits may be extended by mutual agreement of the City and the Association, but not by a third party.

ARTICLE 15: SICK LEAVE

Section 15.1 Accrual

Every Employee holding a regular full-time position shall accrue eight (8) hours sick leave per month, for each month worked. Unused sick leave shall accumulate indefinitely. Regular part-time employees shall have sick leave prorated based upon hours worked in the month.

Section 15.2 Use of Sick Leave

Sick leave shall be granted for the following reasons subject to terms and conditions of this Agreement:

1. Personal illness or physical incapacity resulting from causes beyond the Employee's control;
2. Enforced quarantine in accordance with community health regulations;
3. Illness or injury of those persons designated under ORS 659A.159 and OAR 839-009-0230. That is, an employee may use sick leave under the provisions of the Oregon Family Medical Leave Act.

Section 15.3 Uses of Sick Leave

The year shall be the calendar year beginning January 1, and ending December 31st. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized at least forty-eight (48) hours in advance by the supervisor, except in cases of unanticipated emergencies that require scheduling appointments on shorter notice. In any instance involving use of a fraction of a day of sick leave, the minimum charge to the Employee's sick leave account shall be one (1) hour.

Section 15.4 Notification

When an employee will be absent from work due to injury or illness, on or off the job, he/she shall give notice to the City or the person designated by the City to receive such notice as soon as possible. If the absence is for three (3) or more consecutive days, the City shall be notified of the probable date of return if known.

Section 15.5 Medical Verification

The City shall be responsible for control of abuse of the sick leave privilege. The Employee may, at the discretion of the City, be required to furnish a certificate issued by a licensed physician, or other satisfactory evidence of an inability to work due to illness, to the supervisor. If the City reasonably suspects an Employee returning from any illness, whether or not sick leave benefits have been paid, is not fit for duty, the employee may be required to submit a medical examination (or other medical evaluation), at the expense of the City, in order to establish medical fitness for duties of the position before returning to work.

Section 15.6 Termination

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Section 15.7 Falsification of Sick Leave

Any Employee obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action.

Section 15.8 Unpaid Leave

Except as otherwise provided by State and Federal law or under the City's donated leave policy, no City Employee will be entitled to accrue any paid leaves while on unpaid leave.

Section 15.9 Workers' Compensation

15. 9. 1. An Employee who is injured on the job and such injury prevents said employee from performing his normal duties or other duties assigned by his supervisor(s), and who is receiving Workers' Compensation Disability payments, may elect to be paid the difference between the Workers' Compensation and his normal base pay (i.e., monthly salary less deduction for federal and state taxes), subject to the employee's accumulated paid leaves. So long as the disability continues, such pay will be deducted from the employee's accrued sick leave, compensatory time, holiday pay, and vacation pay, in that order.

15. 9. 2. In the event it is determined the employee is permanently disabled, and his employment terminates because of the disability, any unused accrued vacation leave or holiday pay shall be paid by the City in cash.

15. 9. 3. Determination of whether an Employee is able to perform his normal duties or able to work shall be made by a physician mutually approved by the City and the Association.

15. 9. 4. An Employee's rights to return from a compensable injury or illness shall be in accordance with State law.

Section 15.10 Sick Leave Credit Upon Retirement

The City agrees to grant retirement credit for one-half (½) the Employee's accumulated, unused sick leave at the time of retirement according to the rules and regulations of the Public Employee Retirement System.

Section 15.11 Family and Medical Leave

The parties will abide by applicable Federal and State law. An employee may elect to use accumulated leave time (sick, vacation, holiday and compensatory) or to take leave without pay without first having to exhaust any paid leave banks. An employee on Family and Medical Leave shall continue to accrue seniority.

ARTICLE 16: FUNERAL LEAVE

Section 16.1 Funeral Leave

An employee may be granted funeral leave up to three (3) days with regular salary, in the event of death in the immediate family of the employee or the employee's current spouse. Immediate family shall include: parent, children, step-children, brother, sister, grandparent, step-parent, and any relative residing in the household or any person residing in the household *in loco parentis* status. None of the employee's leave banks will be reduced for hours granted under this section.

Employee

Parent
Step-Parent
Child
Step-Child
Brother, Sister

Grandparent
Any relative residing in Household
Any person *in loco parentis* status
Residing in household

Employee's Current Spouse

Parent
Step-Parent
Child
Step-Child
Brother, Sister

Grandparent
Any relative residing in Household
Any person *in loco parentis* status
Residing in household

Section 16. 2 Additional Leave

The City may grant up to two (2) additional days of paid funeral leave to be credited against sick leave accumulated by the Employee. In the event there is no remaining

sick leave available, the City may, at the request of the Employee, grant funeral leave without pay in said circumstances.

Any leaves provided for under this Article are concurrent to leaves provided by OFLA.

ARTICLE 17: OUTSIDE EMPLOYMENT

Section 17.1 Prior Approval

Employees wishing to engage in off-duty outside employment with another employer or self-employment must obtain prior approval from their immediate supervisor. The City expects employees to put forth their full effort for the City, regardless of any other employment performed outside regular work hours. Absence, tardiness, or poor performance due to outside employment shall be subject to discipline.

Section 17.2 Definition

Outside employment shall be defined as a regular and recurring business occupation. Monetary compensation gained from occasional work with a family member, friend, or from a hobby, is not considered outside employment.

Section 17.3 Restrictions

Outside employment shall not occur while the employee is on City-paid sick leave, disability leave, family and medical leave or workers' compensation leave without prior consent of the Police Chief or his designee.

ARTICLE 18: SENIORITY

Section 18.1 Definition

Seniority shall be the Employee's length of continuous service with the bargaining unit, dating from his last date of hire.

Section 18.2 Probationary Employees

The Employee recognizes the right of the City to terminate probationary Employees for any reason(s), with or without cause, and any such termination shall not constitute a violation of this contract.

Section 18.3 Break In Seniority

18.3.1 Seniority shall be broken or terminated if an Employee:

- quits;
- is discharged for just cause;
- is laid off and fails to respond to written notice within three (3) days after being recalled, or fails to return to work within fourteen (14) calendar days;
- is laid off from work (for any reason) for twenty-four (24) months, or a period of time equal to his seniority, whichever is shorter;
- fails to report to work at the termination of a leave of absence;
- is retired.

18.3.2. Inability to work because of on-the-job sickness or injury shall not result in loss of seniority rights, and seniority shall continue to accrue during this time for up to twelve (12) months per occurrence.

Section 18.4 Layoff and Recall

18.4.1. Seniority shall apply in the matter of layoff, recall, vacation and days off.

18.4.2. In the event of a layoff, Employees will be laid off in the inverse order of their seniority and job classification, provided the Employee(s) to be retained possess the competency and qualifications necessary to perform the required work.

18.4. 3. The City shall maintain two lists for layoff; one list for full time employees and another list for part time employees. Part-time employees shall be laid off prior to full time employees. Full time employees, regardless of years of service, may bump a part time employee.

18.4.4. In recall mode, the recall will be based on seniority of those persons laid off. Full time employees shall be recalled prior to any part time employees.

ARTICLE 19: WORKING OUT OF CLASSIFICATION

Section 19.1 Appointment

Appointment of Employees to positions in higher classifications may be made on an acting basis to fill temporary vacancies. An Employee holding an acting position for more than fifteen (15) consecutive working days shall be entitled to an advance of one

step in his present classification, or five percent (5%), whichever is less, for the remaining portion of his acting appointment.

ARTICLE 20: HOURS OF WORK

Section 20.1 Work Day

A normal workday is defined as a 24-hour period commencing with the Employee's scheduled shift day. A normal workday for employees may consist of either eight (8) consecutive hours per day on the basis of a five (5) day workweek (5-8 plan), or ten (10) consecutive hours per day on the basis of a four (4) day workweek (4-10 plan), as determined by the City.

Section 20.2 Work Week

A normal workweek shall consist of a forty (40) hour shift schedule during a seven (7) calendar day period commencing at 0000 hours Sunday and ending at 2400 hours the following Saturday.

Section 20.3 Rest Period

A rest period of fifteen (15) minutes shall be granted each half shift, provided it does not interfere with the operational duties and shall be considered on-duty time.

Section 20.4 Meal Period

For Officers assigned to patrol, a meal period shall be granted during each work shift, provided it does not conflict or interfere with the operational duties, or requirement of duties, and shall consist of thirty (30) minutes, and shall be considered on-duty time. For employees not assigned to patrol, a 1 hour, non-paid meal period shall be granted during each work shift, and shall be scheduled by the employee's supervisor.

Section 20.5 Advance Notice

An Employee will be given at least seventy-two (72) hours' notice, in advance, of any changes in his regular hours of work, except when an emergency exists. Except in cases where the City does not have seventy-two (72) hours' notice, an Employee required to work a shift other than his regular shift, for which less than seventy-two (72) hours' notice was given, shall be compensated at the rate of time and one-half (1.5) for all hours worked outside his regular shift.

Section 20.6 Shift Trades

Employees may voluntarily trade shifts, with the approval of the supervisor. The seventy-two (72) hour notice provided above shall not apply to voluntary shift trades, nor shall the City be liable for overtime resulting solely from the shift trade.

Section 20.7 Flex Schedule

20.7. 1. A flex schedule may be approved when a special assignment is identified that requires such scheduling, for example an assignment to Detective.

20.7. 2. Officers approved for a flex schedule shall submit a tentative schedule on a weekly basis. The officer's supervisor may approve or disapprove the schedule or make changes or otherwise reschedule the employee based on operational needs. Overtime occurs only when the employee has worked over forty (40) hours. The officer agrees not use the flex schedule to increase overtime payments.

20.7. 3. The supervisor shall not split the shift to avoid call back or court overtime.

Section 20.8 Hours of work and pay during academy training

Officers attending the Police Academy (DPSST) will be guaranteed full time wages by the city during the full extent of the academy (normally 16 weeks). The parties also recognize that to facilitate such a complex training program adjustments or changes must be made. Due to this necessity the academy itself will be in charge of setting the schedule and hours of training, which they strive to average at 40 hours a week. During the academy the officers may not always receive more than 72 hours of notice of a shift change as guaranteed elsewhere in this contract. For purposes of the academy training only, this "notice of minimum hours" rule shall not apply.

All Independence Police recruits attending the academy will be considered to be working 5 days a week for 8 hours each day, which is what shall be placed on their monthly timesheet. Any differences or fluctuations caused by the academy's adjustment of the schedule will not need to be tracked or recorded differently. It is understood that some days an employee may be asked to work extra and other days they may get out of class early (Note: It is immaterial if a student receives 44 hours of training one week and only 36 the next. At the end of the academy, students are given credit for 640 hours of training, which is 40 hours a week for 16 weeks). The parties acknowledge that for the purposes of Academy training, officers may be placed on an FLSA 7(k) exemption using a 14-day work period, with the statutory maximum hours of straight time set at 86 hours in the work period.

If an officers must take time off from the academy to deal with a personal matter, those hours will either need to be made up at the academy to get credit for the training missed or deducted from their timesheet using one of their leave banks (i.e. sick, holiday, or comp time; whichever is appropriate).

ARTICLE 21: INSURANCE

Section 21.1 Medical, Dental and Vision Coverage

Medical/Dental: The City agrees to make available to eligible employees and dependents a health insurance program as offered by the City (see Exhibit "C") or another comparable plan chosen by the City. All city employees will be offered a comparable plan; however, the Association still has the right to bargain the effects of any changes to the health insurance plans to Association members.

Employer will contribute 100% towards monthly premiums for employees, spouses, registered domestic partners, children or adult disabled child dependents subject to carrier limitations. Note: Additional contributions toward health benefits are provided and limited to Appendix C.

Employees eligible for health insurance coverage are regular and probationary employees scheduled who work 30 or more hours per week. Insurance coverage goes into effect on the first day of the month following the first full calendar month worked from the date of hire.

If either selected insurance plan rates increase by more than 10% over the prior year, the Employer's cost-share for premiums will be 95% and Employee's share will be 5% effective January 1 of the plan year rate increase and remain such throughout the contract.

Double Coverage. If an employee is otherwise covered by health insurance and elects to drop the health insurance coverage provided for above, the employee's wages shall be increased by one hundred dollars (\$100) per month. The election to drop insurance coverage must occur during an insurance open enrollment period.

Section 21. 2 Life

The City agrees to maintain the existing life insurance program.

Section 21. 3 Unemployment

The City agrees to continue to pay the premiums for unemployment insurance.

Section 21. 4 Long-Term Disability Insurance

The City will provide, at no cost to the Employee, a Long-Term Disability (LTD) insurance plan which has a ninety-day (90-day) elimination period, and will provide two-thirds (2/3) of the Employee's regular salary for up to two (2) years if the Employee cannot perform police work, and up to age sixty-five (65) if the Employee cannot

perform any employment for which he/she is suitable, considering his age, education and background. This program of LTD insurance shall continue for the life of the contract, unless coverage becomes unavailable from the Standard Insurance Company, in which case the City will renegotiate this item upon notice of cancellation. An employee receiving LTD Pay may elect to be paid the difference between the LTD Pay and his normal base pay (i.e., monthly salary less deduction for federal and state taxes) using accrued leaves. So long as the qualifying event continues, such pay will be deducted from the employee's accrued sick leave, compensatory time, holiday pay, and vacation pay.

Section 21.5 Liability

The City shall defend, save harmless, and indemnify any Employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty, except in a case of malfeasance or willful or wanton neglect of duty. Such indemnification against liability by the City shall be consistent with the provisions of the Oregon Revised Statutes.

ARTICLE 22: RETIREMENT

Section 22.1 PERS

The City will enroll eligible Employees in the State of Oregon Public Employees Retirement System according to the rules and regulations of PERS. The Employer shall continue to pick up the Employee's contribution according to the rules and regulations of PERS.

ARTICLE 23: PERSONNEL FILE

Section 23.1 Derogatory Material

No material, in any form that can be construed to be derogatory, shall be placed in an Employee's personnel file unless he/she has been allowed to read such material.

Section 23.2 Access to File

Any Employee, upon his request, shall have access to his personnel file. Any Employee may, upon request, have the right to reproduction of his personnel file in full or part. No portion of an Employee's file shall be transmitted without the Employee's consent, a background waiver provided by another agency, DPSST request, or by an order of a competent court.

ARTICLE 24: CITY PERSONNEL PROCEDURES

Section 24.1 City Policy

Where differences arise between the Personnel Rules and Regulations and this Agreement the terms of this Agreement shall prevail. The City agrees to provide notice of changes in City policy consistent with ORS 243.698.

Section 24.2 Residency

Employees shall not be required to maintain a residence within the City of Independence, nor shall they be required to live any closer than forty (40) minutes normal commute time from City Hall. The City shall not impose additional restrictions beyond the time allowance including concerns about commutes over the Independence Bridge.

ARTICLE 25: PHYSICAL FITNESS

Section 25.1 Participation

Participation in the City's Physical Fitness Program by Police Officer Employees is mandatory, but meeting the standards is not a specific condition of employment.

ARTICLE 26: DRUGS AND ALCOHOL

Section 26.1 Use

The City and the Association jointly recognize that alcohol and drug use by an employee that adversely affects job performance may constitute a serious threat to the health and safety of the public, the employee and coworkers and is grounds for disciplinary action. The use of, or being under the influence of, alcoholic beverages or controlled substances as defined by the law, excluding any substance lawfully prescribed for any employee's use that does not impair the employee's performance, shall not be permitted at the work site and/or while on duty.

Section 26.2 Informed of Testing Policy

All employees will be fully informed of the City's drug and alcohol testing policy and procedures before any testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her.

Section 26.3 Job Related Incidents

Drug or alcohol testing shall occur when the employee has been involved in a job-related incident that results in injury or property damage or in those circumstances where there is reasonable suspicion based on specific articulable observations about work performance or such items as appearance, behavior, speech or body odor which leads a department supervisor to believe the employee is under the influence of alcohol or drugs while on duty.

Section 26.4 Approval Required.

No testing may be conducted without the approval of the Police Chief or his/her designee.

Section 26.5 Annual Testing; Other Testing

26.5.1. Periodic Testing: For sworn officers, the Independence Police Department shall administer a drug screen panel test using the same process as done with the CDL testing process used by the City.

26.5.2. Reasonable Suspicion or Accident Testing: The Department shall use the standards and mechanisms below for testing:

- The City will use either the Intoxilyer 8000 or similar OSP certified device. (Breathalyzer machine), located at the Independence Police Department or, if unavailable, a similar machine at another department or for urine/blood testing, the City will send the employee to an appropriate testing facility.
- Substances tested: All urine samples will be tested for chemical adulteration, and controlled substances as defined by law and in accordance with accepted medical protocol.
- Test results for alcohol will be considered positive when there is any detectable level of alcohol in the sample content.

The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees:

- Any urine screening will be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS) for drugs or Gas Chromatography-flame Ionization Detection (GC-FID) for alcohol. Any presumptive positive test results will be sent to a laboratory for testing confirmation.
- Alcohol tests shall be performed by using standards which apply to the Intoxilyzer 8000 Machine or similar OSP certified device, whereas the employee will be requested to provide a breath sample. If the results show any detectable level of

alcohol, the employee may request a second test in accordance with accepted medical protocol.

Section 26.6 Procedures for Urine/Blood Sample

The City will use the same agency and protocol as used for CDL testing, or if not available, will use an appropriate testing facility. The test shall be given in such a manner as to protect the authenticity of the sample and the privacy of the individual.

26.6.2. At the time of the testing, the employee will be required to list all prescribed medications, controlled substances, and/or over the counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending supervisor.

26.6.3. Urine collection shall be conducted in a manner that provides a high degree of security for the sample and freedom from adulteration. Administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of an Association representative before testing is administered, provided it does not unreasonably delay the testing.

26.6.4. If the test is positive for the presence of controlled substances, the employee will be notified of the positive results no later than twenty-four hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 26.5.2 of this Article. If the second test is negative, the results of the first test will be discarded. Both samples will be held for seven days and then destroyed.

26.6.7. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.

Section 26.7 Procedure for Breath Sample

The following procedure will be used whenever an employee is requested to give a breath sample:

1. The employee will be requested to provide a breath sample as soon as possible, into the Intoxilyzer 8000 Machine or similar OSP certified device, located at the Independence Police Department or ,if unavailable, a similar machine at another department. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. After the breath sample has been taken, and the test is determined by the supervisor to have been properly executed, if the test results do not show any detectable level of alcohol, no further testing is necessary.

3. If the test results show a detectable level of alcohol, the employee shall have the option of repeating the breath test. If the employee chooses another breath alcohol test, the test will be performed after a mandatory fifteen (15) minute waiting period. In the event that the confirmation test does not show a detectable level of alcohol, the confirmation test result is deemed to be the final result upon which any action shall be taken.

4. The employee will be notified of the results no later than twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test.

5. Each step in the breath analysis testing process shall be documented to establish procedural integrity and chain of evidence.

Section 26.8 Costs: Trained Physicians: Confidentiality

26.8.1. The City will bear the cost of the initial and confirmatory tests. If an employee chooses to test the second sample, the employee will pay the cost of the test. However in the event that the second sample produces a negative test, the City will reimburse the employee for the cost of the second sample testing.

26.8.2. Testing will be evaluated in a manner to ensure that an employee's legal drug use does not affect the evaluation of the test results. All test results will be evaluated by a suitably trained health care provider. Test results will be treated with the same confidentiality as other employee medical records.

Section 26.9 Drug Rehabilitation Program: Random Testing

An employee who has tested positive for the presence of drugs may be required to enroll in and complete a drug rehabilitation program as a condition of continued employment, including signing a rehabilitation agreement and agreeing to submit to random drug testing for a period of twelve (12) months. In addition, the City will conduct random drug tests of employees as described in Section 6. The employee shall pay the cost of random drug tests up to six (6) times in a twelve month period. This provision does not preclude the City's right to discipline an employee.

Section 26.10 Counseling: Alcohol Rehabilitation Program

An employee who has tested positive for the presence of alcohol will be required to enroll in counseling by a medical professional, and if deemed appropriate by the medical professional, enroll in and complete an alcohol rehabilitation program as a condition of continued employment and sign a rehabilitation agreement. If the employee refuses to accept the above stated conditions he/she is subject to termination. This provision does not preclude the City's right to discipline an employee.

Section 26.11 Participation In Treatment

An employee's participation in a drug or alcohol counseling and treatment will be considered in determining what, if any, disciplinary action may be taken.

Section 26.12 Violation of Agreement(s); Discipline

If an employee violates the terms of agreed-to treatment or again tests positive in a twelve (12) month period, the employee will be subject to discipline, which may include discharge.

Section 26.13 Costs; Use of Sick Leave

The cost of treatment will be covered as defined in the City's medical insurance program and/or the Employee Assistance Program. The employee may use accrued sick leave to attend treatment.

Section 26.14 Call Back for Duty

In the event that the City contacts an employee in a call-back situation to perform additional duties and the employee has consumed alcohol or drugs in a quantity that would violate the standards of this Article including impairing the employee's ability to perform his duties, the employee must decline the request to report for duty. If the employee reports to work, he/she shall be subject to the provisions of this Appendix and possible discipline.

Section 26.15 Responsibility of Employee; Reporting Use to Supervisor

It is the responsibility of the employee for whom drugs have been prescribed to ask the treating physician whether the use of the drug may limit or impair the employee's ability to perform employment related duties safely and efficiently and what restrictions, if any, should be followed. Employees using prescribed medications are responsible for meeting the obligations of Section 1 and for reporting to their supervisor the medications they are taking.

Section 26.16: Administrative Searches; Association Representation

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and /or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request an Association representative be present during the search, provided the search is not unreasonably delayed by accommodating this provision. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or to restrict searches related to any criminal investigation.

Section 26.17 Interference with Drug and Alcohol Article

Any activity that purposely interferes with this Drug and Alcohol provisions of this Article will be grounds for disciplinary action. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath or urine samples; falsifying information regarding the use of any prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of Section 17.

Section 26.18 Employee Rights

The employee has the following rights:

1. The right to an Association representative up to and including the time the sample is given; however this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing of the employee will be discontinued, except as specified in Section 13 of this Article.
3. The employee will be provided with a copy of the results and all documentation of the testing will be sealed and maintained in his/her medical file. All test results will be kept confidential by the City.
4. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.

Section 26.19 Duty During Treatment: Return to Regular Duty: Follow-up Care

If an employee successfully completes a treatment program and is released for duty, he shall be returned to his/her regular duty assignment. Employee assignments during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

ARTICLE 27: SAVINGS CLAUSE

Section 27.1 Severability

If any Article or Section of this Agreement or any addition thereto should be unlawful or held invalid by operation of the law, or lawful tribunal, or administrative agency; or if compliance with or enforcement of any Article or Section should be restricted by such

tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section.

ARTICLE 28: TERM OF AGREEMENT

Section 28.1 Term

This Contract shall be effective upon execution and remain in full force and effect through June 30, 2018. However, if the Agreement is determined by interest arbitration, the Agreement shall be in full force and effect according to the terms of the award.

Section 28.2 Notice of Reopening

It shall remain in full force and effect from year to year thereafter, unless either the City or the Association, or both, shall serve written notice on the other party no later than January 31, of the year in which the Agreement expires, of its desire to modify the Agreement for any reason.

Section 28.3 Evergreen Clause

The Agreement shall remain in full force and effect during the contract negotiations preceding a subsequent new contract.

THE FOREGOING AGREEMENT is hereby accepted by both the City of Independence and the Independence Police Officers' Association.

Dated this 28th day of JUNE 2021.

FOR THE CITY OF INDEPENDENCE FOR THE INDEPENDENCE
POLICE OFFICERS' ASSOCIATION


Tom Pessemier, City Manager


Daniel Unverferth, IPOA President


Robert Mason, Police Chief

APPENDIX "A" - CLASSIFICATION AND BASE MONTHLY SALARY

Police Officers will be paid at the appropriate Steps listed below:

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7/1/2021	4468.77	4692.21	4926.82	5173.16	5431.82	5703.41	5988.58

Records Technician and Civilian Analysts will be paid at the appropriate steps listed below:

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7/1/2021	3271.12	3434.68	3606.41	3786.73	3976.07	4174.87	4383.61

Community Service Officer will be paid at the appropriate steps listed below:

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7/1/2021	3335.30	3502.07	3677.17	3861.03	4054.08	4256.78	4469.62

Effective July 1, 2022, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2020 to December 2021, with a minimum two percent (2%) and maximum of four percent (4%).

Effective July 1, 2023, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2021 to December 2022, with a minimum two percent (2%) and maximum of four percent (4%).

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Salaries reflect annualized monthly salary based on 2,080 hour yearly schedule.

APPENDIX“B” - SPANISH BI-LINGUAL SKILLS TESTS

There are two different levels of Spanish bi-lingual skills used for contract purposes. These are “Competency” and “Mastery”. Bi-lingual Competency, or level one, is a skill level which requires a person to possess fully bi-lingual verbal skills. The Mastery level or level two requires fully bi-lingual Spanish skills in both verbal and written form.

Examples of these two language test are available for review.

Level 1 (Competency):

This level requires a person to be tested in conversational Spanish language skills by a designee of the City of Independence. This level of Spanish competency requires the ability to understand and transmit Spanish fluently in a verbal form. This will be a pass/fail test.

Passing the Level 1 Spanish Competency test also satisfies the requirements for Article 12 Section 12.2 of the I.P.O.A. contract. These subsections refer to incentive pay for bi-lingual employees.

Level 2 (Mastery verbal and written):

This is our highest language skill level. This level requires a person to be tested in both conversational and written Spanish language skills by a designee of the City of Independence. This level of Spanish mastery requires the ability to understand and transmit Spanish fluently both verbally and in written form. This will be a pass/fail test.

Passing the Level 2 Spanish Mastery test also satisfies the requirements for Article 12 Section 12.2 of the I.P.O.A. contract. These subsections refer to incentive pay for bi-lingual employees.

The City may reopen Exhibit “B” for the purposes of updating the language proficiency tests if determined by the City that a higher standard is required for operational or lawful need. The reopener is subject to bargaining under ORS 243.712.

Exhibit "C"
City Health Insurance Plans

Employees may select from one of the following health_plans:

MEDICAL:

1. CCIS Regence Health Plan.

- a. HRA/VEBA Program*: Annually at the beginning of the plan year, Employer will contribute to each employee the following yearly HRA/VEBA contribution:

Employee only on plan:	\$400
Employee plus one on plan:	\$800
Employee full family on plan: (plus two or more)	\$1200

* Subject to the provisions of Article 21.1

- b. Medical Expense Reimbursement Plan: Employer will contribute to each employee the following to a MERP plan. The following is a detail of the MERP benefits and process for employees to be reimbursed for covered expenses:

Each employee that is eligible for and enrolls in medical insurance coverage shall be reimbursed for expenses incurred and applied to the health plan coinsurance after the deductible has been met for the calendar year. The maximum amount of the reimbursement shall not exceed \$2000 for an individual, \$4000 for an employee with one or more dependents, subject to the provisions of Article 21.1.

To receive a reimbursement a member must first incur the expense and then submit the proof of expense to the plan administrator. Once the administrator receives proper documentation, the administrator shall pay the reimbursement directly to the member from The City of Independence Account. Proper documentation will be an explanation of benefits from the insurance carrier that shows an amount incurred by the employee towards the deductible.

- 2. Kaiser Permanente: traditional medical plan offered with no VEBA or MERP.**

VISION AND DENTAL: as provided to other non-represented employees.