

# **COLLECTIVE BARGAINING AGREEMENT**

between the

**CITY OF GLADSTONE**

and

**GLADSTONE POLICE ASSOCIATION**



**July 1, 2022 through June 30, 2025**

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## **ARTICLE 1 – PREAMBLE**

**Section 1.** This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between the City of Gladstone, Oregon (hereinafter "the City") and the Gladstone Police Association (hereinafter "the Association") and sets forth the parties' Agreement with regard to wages, hours, and other conditions of employment. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

## **ARTICLE 2 – RECOGNITION**

**Section 1.** The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full-time and regular part-time employees of the Gladstone Police Department, in the classifications of Police Officer, Community Service Officer, Property Evidence Technician and Records Technician, excluding supervisors, confidential employees, and temporary employees.

**Section 2.** A temporary employee is defined as a full-time or part-time employee meeting the minimum qualifications for the class of position assigned, not eligible for benefits except those required by State or Federal law and not employed by the City for more than a six (6)-month appointment from the date of hire. Any such employee shall not be eligible for rehire by the Gladstone Police Department as a temporary employee for a six (6)-consecutive month period of time from the date of their last day of employment with the City. In the event of an emergency or staffing crisis, the City and the Association can mutually agree to extend a temporary employee assignment.

A temporary employee in the Records Technician classification shall not be limited by the 6-month time period, but rather be constrained by work of up to one thousand thirty-nine (1039) hours.

**Section 3.** If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the position description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days. If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**Section 1.** The responsibility for management of the City and direction of the various departments rests solely with the City. Subject to the City's obligation to bargain pursuant to ORS 243.650 *et seq.*, and/or except where abridged by specific provisions of this Agreement, the City retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

Without limitation, but by way of illustration, except as subject to ORS 243.650 *et seq.* and/or except where abridged by specific provisions of this Agreement, the exclusive prerogatives, functions and rights of include but are not limited to:

- (a) establishing and directing the activities of the Police Department and its employees;
- (b) determining standards and levels of service and methods of operation, including subcontracting, staffing, and closing, liquidating or establishing an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons;
- (c) introducing new equipment;
- (d) establishing, revising and implementing standards for hiring, promoting, transferring and laying off employees;
- (e) disciplining and discharging employees for just cause;
- (f) promulgating, developing or retiring policies and procedures;
- (g) determining work schedules; and assigning work.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

## **ARTICLE 4 – EMPLOYEE RIGHTS**

**Section 1.** Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

**Section 2.** The Employer shall make this Agreement available electronically as a PDF on the City's website. Each employee shall also have the option to print one (1), two-sided copy of the Agreement on a City-owned printer.

## **ARTICLE 5 – CONTINUITY OF SERVICES**

**Section 1.** During the term of this Agreement the Association's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the Police Department.

**Section 2.** In the event of violation of this provision by the Association or members of the Association, the City may discipline or discharge any employee involved in such activity.

## **ARTICLE 6 – COMPLETE AGREEMENT/PAST PRACTICE/EXISTING CONDITIONS**

**Section 1.** This Agreement incorporates the sole and complete Agreement between the City and the Association resulting from these negotiations. Both parties agree that the other party has no further obligation during the term of the Agreement to bargain wages, hours or working conditions except as specified below.

**Section 2.** Standards of employment related to wages, hours, and working conditions that constitute mandatory subjects of bargaining or permissive subjects of bargaining with mandatory impacts and which are the subject of existing past practice as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, unless modified pursuant to Section 4.

**Section 3.** Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or an existing past practice as provided in Section 2 hereof.

**Section 4.** If the City proposes to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Association written notice. Failure to demand to bargain within fourteen (14) calendar days shall constitute a waiver of bargaining, and the City may implement the change, as per ORS 243.698.

**Section 5.** In case of a disagreement on the parties' obligation to bargain, the parties may appeal to the Employment Relations Board.

## **ARTICLE 7 – ASSOCIATION BUSINESS**

**Section 1.** The City will allow for all union activities as required by law, for designated union representatives/shop stewards, however, employees must notify supervisor or department head in advance of those activities, including anticipated amount of time required. The supervisor will determine whether the time away creates an undue burden that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work. If the request does cause an undue burden, the City and Association shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours.

The City shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities above except to prevent an employee from working unauthorized overtime hours.

**Section 2.** Association representatives who are certified as such in writing shall be allowed reasonable access to employees in the bargaining unit as required by law. Such representatives shall not enter any work location without the consent of the Chief of Police or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

**Section 3.** The City shall allow up to three (3) bargaining unit members to attend contract negotiations during duty hours without loss of pay and while remaining subject to call. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties. Attendance at contract negotiations shall not, under any circumstances, result in the payment or accrual of overtime.

**Section 4.** The City agrees to furnish and maintain a suitable bulletin board for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

**Section 5.** On duty employees may attend Association meetings no more often than quarterly and no longer than two (2) hours in duration, but shall be subject to call. City facilities may be used on advance arrangements.

**Section 6.** At the discretion of the Chief of Police or designee, an employee may be authorized to attend conferences, seminars and/or training central to the purpose of labor relations between the parties without loss of pay. If the Chief or the Chief's designee does not authorize attendance without loss of pay, an employee may use accrued vacation, comp time, holiday time or unpaid leave time to attend at his or her discretion.

## **ARTICLE 8 – CHECK-OFF AND PAYMENT OF DUES**

**Section 1.** The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City. Any authorization for Association dues deductions may be canceled by any employee upon written notice to the City and the Association prior to the fifteenth (15th) day of each month, to be effective on the first day of the following month.

**Section 2.** The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, telephone number, date of hire and position for which they were hired.

**Section 3.** The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions in this Article.

## **ARTICLE 9 – DISCIPLINARY ACTION**

**Section 1.** The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. Discipline implemented under this Article shall be administered pursuant to ORS 243.808-812, for law enforcement officers as defined by ORS 131.930. Probationary employees are not subject to the just cause provisions of this Article for the purpose of imposition of discipline. Disciplinary action may include dismissal, reduction in pay, suspension without pay, or written reprimand. Disciplinary action will normally be progressive in nature, but may be imposed at any level if supported by just cause.

- A. If suspension without pay is the progressive disciplinary action chosen to be administered by the City, the City and the Association, by mutual agreement, may choose to accept a reduction in pay equivalent to the economic impact of the suspension without pay.
- B. The reduction in pay option shall be agreed to in writing and shall set out the amount of reduction, the term of reduction and the limits of the reduction.

**Section 2.** **Requirement for Signed Internal Complaint.** Prior to any written report being required of any employee on any complaint against them, a written copy of the complaint shall be furnished to the employee, signed by either the complainant or the supervisor.



**Section 3. General Procedures.** The due process provisions of this Article shall apply to disciplinary action involving probationary employees, except for dismissal. Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against them will be afforded the following safeguards:

- A. The employee and the Association will be informed at least twenty-four (24) hours prior to the interview.
- B. Where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed of the nature of the investigation and allegations and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation and afforded the opportunity to consult with an Association representative.

Where the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than four (4) hours. Minor complaints (incidents for which no greater than an oral reprimand may result) are not subject to this Article.

- C. With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- D. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift. However, where the Chief of Police is a party to any interview, the employer may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime is paid and Art. 15.7 is followed, if applicable. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift, as long as the appropriate overtime is paid to the employee, and Art. 15.7 is followed, if applicable.
- E. In a compelled interview solely for noncriminal purposes, a public safety officer who refuses to respond to questions or to be interviewed must be informed that refusal may lead to disciplinary action. Employee shall be provided Garrity Warnings when applicable.

- F. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
- G. The employee shall be entitled to such reasonable intermissions as they shall request for personal necessities.
- H. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information which is developed during the course of the interview.
- I. If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If either party transcribes the recording, a complimentary copy shall be provided to the other party.
- J. Interviews and investigations shall be concluded with no unreasonable delay.
- K. The employee and the Association shall be advised of the results of the investigation and any future action to be taken on the incident.

**Section 4. When the Investigation Results in Sustained Allegations:**

- A. The employee and the Association, upon request, will be furnished with a copy of the summary report of the investigation.
- B. If the supervisor's decision is to recommend dismissal, reduction in pay, suspension without pay, or written reprimand, the following procedures will be followed:
  1. The employee and the Association shall be provided with written notice of the allegations or reasons for the disciplinary action. Said notice shall also inform the employee that they have the right to a hearing concerning the reasons for the disciplinary action prior to the action becoming final.  
  
Written request from the Association for a hearing must be received by the Chief of Police within seven (7) calendar days after said notification. Failure to request a hearing within such period shall constitute a waiver to the right to a hearing.
  2. A hearing before the Chief of Police or designee shall be scheduled upon written request of the Association within seven (7) calendar days after receipt by the employee and the Association of the notice.
  3. The employee shall have the right to have a representative present at the hearing.

4. At the hearing, the employee and the Association shall have the opportunity to present written and/or oral evidence and/or testimony which may refute or mitigate the reasons for the disciplinary action.
5. After the above-referenced hearing, and the completion of any additional investigation by the City as may be deemed appropriate based on the employee's and the Association's response, the Chief of Police or designee shall provide the employee and the Association with a written decision. This written decision shall be provided within thirty (30) calendar days following completion of the hearing; however, if additional time is required, the City and the Association may agree to an extension.

**Section 5.** **When Disciplinary Action Results.** When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the employee's personnel file.

**Section 6.** For purposes of this Agreement, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written policies, and such other factors as are commonly held by arbitrators to comprise just cause. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

**Section 7.** The foregoing procedures are intended to apply only to matters involving written reprimand, suspension without pay, reduction in pay or dismissal and not to matters of routine supervisory counseling or oral reprimand.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as a disagreement concerning an alleged violation or misapplication of this Agreement affecting an employee and/or the Association. This procedure shall be the exclusive means of resolving disputes arising under this Agreement.

**Section 2.** The City and the Association desire to adjust grievances informally – both supervisors and employees are expected to resolve problems as they arise. If not resolved informally between the employee and supervisor, the grievance shall be put in writing by the Association, and shall include:

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

The informal step in the grievance process – Step 1 – may be waived by mutual agreement of the City and the employee and the Association. Grievances involving discipline are initiated at Step 2.

**Section 3. Informal Grievance Step.** The following steps shall be followed in submitting and processing a grievance, unless waived, as provided for in Section 2 of this Article:

- Step 1** To commence informal resolution of a grievance, the employee and/or the Association shall informally discuss the matter which is in dispute with the employee’s supervisor in an attempt to resolve the matter.
- A. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern.
  - B. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support.
  - C. If a solution is reached, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the Chief of Police and the Association.

## **Section 4. Formal Grievance Steps.**

**Step 2** If the grievance is not settled at Step 1, the employee and the Association shall present the written grievance to the Chief of Police or designee within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. The Chief of Police or designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the Chief of Police, not including the date of presentation.

**Step 3** If the grievance is not settled at Step 2, the employee and the Association shall present the grievance to the City Administrator or designee within ten (10) calendar days from the date of the Step 2 response by the Chief of Police or designee, not including the date of receipt. The City Administrator or designee shall attempt to resolve the grievance and report in writing the decision within ten (10) calendar days from the date it is submitted to the City Administrator, not including the date of presentation.

**Step 4** If the grievance is not settled at Step 3 and it is a non-disciplinary contract interpretation issue or a disciplinary issue not involving a law enforcement officer as defined by ORS 131.930, the Association shall file a written notice of intent to arbitrate the grievance with the City Administrator within fifteen (15) calendar days of the date the decision of the City Administrator is received, not including the date of receipt. The parties shall request a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

If the grievance is not settled at Step 3 and involves discipline (Article 9, Section 1) of a law enforcement officer as defined by ORS 131.930, the Association shall file a written notice of intent to arbitrate the grievance with the City Administrator within fifteen (15) calendar days of the date the decision of the City Administrator is received, not including the date of receipt. The Association shall then submit a request for the Employment Relations Board to appoint an arbitrator pursuant to the process established in ORS 243.808-812. The arbitrator shall comply with the provisions of ORS 243.808-812.

**Section 5.** The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing, or the parties submit written briefs, whichever is later. A bench decision may be rendered by the arbitrator if both parties agree, in advance of the hearing, in writing, to a bench decision. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement and ORS 243.808-812 if applicable. The arbitrator has no authority to add to, delete from, amend, modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

**Section 6.** If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitral. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article the grievance will be advanced to the next step. Time limits referred to in this Article may be waived or extended by mutual agreement in writing.

**Section 7.** An authorized Association representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meetings. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

**Section 8.** The time limits prescribed in this section for the initiation and completion of the grievance procedure may be extended by written agreement of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by written agreement and shall be signed by the City and the Association. All days shall refer to calendar days unless specified otherwise.

**Section 9.** The grievance procedure shall be considered an opportunity to resolve concerns between the employee, the Association, and the City. No employee shall be disciplined or discriminated against in any way because of the employee's or the Association's proper use of the grievance procedure.

**Section 10.** All meetings or conferences held under this procedure shall be held in private unless mutually agreed to otherwise. Participation in the private sessions will normally be limited to the individual employee, Association representative, Association Attorney, supervisors, department heads and City representatives involved.

## **ARTICLE 11 – ASSIGNMENT AND TRANSFER**

**Section 1.** Vacancies in bargaining unit classifications that are to be filled on other than a temporary basis shall be posted on departmental bulletin boards and advertised externally for at least ten (10) working days. Employees wishing to be considered for such posted positions shall submit the application materials required of all applicants. All applicants will continue to retain current status and seniority as an employee of the City.

**Section 2.** Employees in the bargaining unit may request reassignment and/or a transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Administrator or designee. Such requests for transfer shall not take precedence over those who apply for the position.

**Section 3.** Employees in the bargaining unit who apply for transfer or promotion to another position in the City shall be considered, if qualified, according to the City's standard criteria developed and administered by Human Resources.

**Section 4.** Shift assignments and days off will be bid by sworn employees in the bargaining unit based on bargaining unit seniority. Bidding of shift assignments and days off, while assigned to Patrol, will take place once a year, with shift changes every four (4) or six (6) months, depending on the schedule used. Beginning September 1<sup>st</sup> and closing September 30<sup>th</sup>, all Officers will:

- A. Select two (2) of the three (3) four (4) month shifts, in order of seniority, for the following year. After all Officers have chosen two (2) shifts, the Officers, in order of seniority, shall then pick a third four (4) month shift. This process will continue until all shifts are bid for the following year; or
- B. Select one (1) of the two (2) six (6) month shifts, in order of seniority, for the following year. After all Officers have chosen one (1) shift, the Officers, in order of seniority, shall then pick a second six (6) month shift.

Employees may request a transfer to a temporary vacancy after the bid process is complete. Temporary vacancies are exempt from the requirements of Section 1 of this Article. If the transfer request is granted, any penalty clauses in this Agreement for and as a result of schedule changes are waived. Transfer requests will be considered in order of seniority.

**Section 5.** Shift assignments, as referenced in Sections 4 and 5, and days off will be based upon bargaining unit seniority subject to the reasonable operating needs of the Department.

## **ARTICLE 12 – PERFORMANCE EVALUATIONS**

**Section 1.** Regular employees who are eligible for step movement will be evaluated annually. Employees shall receive a copy of their annual evaluation within thirty (30) days of their anniversary date. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation.

**Section 2.** Any employee who is dissatisfied with an evaluation may appeal that evaluation to the Chief of Police within fourteen (14) days after receipt of the evaluation. The decision of the Chief of Police may be appealed to the City Administrator. Decisions of the City Administrator regarding the evaluations shall be final.

**Section 3.** Performance evaluations will still be conducted after the employee has reached the top step.

## **ARTICLE 13 – PROBATIONARY PERIODS**

**Section 1. Probationary Period.** Initial appointments for sworn employees shall be tentative and subject to a probationary period of the first eighteen (18) consecutive months of City service. Lateral hires may gain regular status between twelve (12) and eighteen (18) consecutive months and shall be so informed through the Chief of Police. The probationary period for civilian employees shall be twelve (12) months.

The employee shall be notified in writing of any extension and the reasons therefore. Any leave for a period of hours equivalent to more than two (2) work weeks during the probationary period will result in an automatic extension of the probationary period for an equal amount of time as the leave. If an employee is unable to complete the required training in a timely manner, the probationary period will be automatically extended for an equal amount of time as the delay in receiving the training.

**Section 2.** Upon satisfactory completion of twelve (12) months of service from the date of initial hire, full-time and part-time employees whose class is specified on the salary schedule are eligible to advance to the next step.

**Section 3. Appeal of Termination.** During the probationary period, a probationary employee may be terminated from employment at any time without appeal.

**Section 4. Eligibility for Benefits During Probation.** For purposes of this contract, a part-time employee shall be defined as an employee who is required to work at least twenty (20) hours per week on a regular basis, excluding those in temporary status. These employees shall accrue benefits based upon a half proration of the benefits listed below. Benefits include leaves under the Agreement plus fifty percent (50%), or seventy-five percent (75%) for three-quarter (3/4) time, of the premium for medical/vision and dental insurance.



**Section 5.** **Completion of Probation.** Upon successfully completing the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position as determined normally by performance evaluation, shall gain regular status and shall be so informed through the Chief of Police.

## **ARTICLE 14 – SENIORITY, LAYOFF AND RECALL**

**Section 1.** Seniority shall be achieved following completion of the employee's probationary period calculated from the date of hire. Accrual of vacation leave will be based upon years of service for the Gladstone Police Department.

**Section 2.** Seniority shall be terminated if an employee: quits, is discharged, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

**Section 3.** The City shall post a seniority list on the work-schedule bulletin board in January each year and provide a copy of the list to the Association at the time of the January posting.

**Section 4.** If the City should reduce its work force, layoffs shall be made within each job classification on the following basis: Employees will be laid off in inverse order of seniority within their classification. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where employees have the same date of hire, seniority will be determined by time of hire.

**Section 5.** An employee notified of layoff may either accept the layoff, or at the employee's option, elect to displace the least senior employee in a lower classification with a lower pay range as long as the bumping employee has greater seniority as defined in Section 1 and is fully qualified to perform all aspects of the job. An employee who displaces an employee in a classification with a lower salary range for the purpose of avoiding layoff shall be paid at the corresponding rate for the new job. If the employee's salary is above the top of the lower range, the employee will move to the top of the lower range.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled to their prior classification or a classification with a lower pay range for which they are qualified, on a seniority basis. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer to return to work and have accepted and/or declined the offer.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a classification with a lower pay range by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have five (5) days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within fifteen (15) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of recall of one's former classification shall constitute voluntary termination and such employee shall lose their layoff status privileges and their seniority.

## **ARTICLE 15 – HOURS OF WORK**

**Section 1. Regular Work Days and Weeks.** The normal work day shall consist of eight (8) hours per day on the basis of a five (5)-day week, or ten (10) hours per day on the basis of a four (4)-day week. The normal work week shall be forty (40) hours, consisting of five (5) eight (8)-hour days or four (4) ten (10)-hour days during a seven (7)-day calendar period. The work week shall consist of a seven (7)-day work schedule beginning at 12:01 a.m. Monday and continuing until midnight the following Sunday. All work hours and work days shall be consecutive. However, consecutive work days shall not apply during shift rollovers or when flexing an employee's hours to accommodate that employee attending voluntary training classes.

**Section 2. Meal Period.** All sworn employees shall be granted a thirty (30)-minute minimum, forty-five (45)-minute maximum, compensated meal period during each work shift, to the extent possible and consistent with operational requirements of the Department and shall be subject to call during this meal period.

The Community Service Officer shall be granted a thirty (30) minute compensated meal period during each work shift and shall be subject to call during this meal period.

Other civilian employees shall be granted a minimum thirty (30) minute, maximum sixty (60) minute uncompensated meal time during each work shift.

**Section 3. Rest Periods.** All employees shall be granted two (2) paid fifteen (15)-minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

**Section 4. Schedules.** Each employee shall be assigned a regular shift, for a period consistent with the selected shift rotations which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days' advance notice of any change in their regular hours of work or work schedule. Notice is defined as placing a posting of the work schedule electronically. The work schedule will be available for viewing at a minimum of four (4) weeks advance from 12:01 AM Monday of the current week. However, if there is a change in schedule which is posted during an employee's scheduled time off which would result in less than seven (7) days' notice of the change upon return to their next regularly scheduled shift, the employee will be notified by telephone message or other actual notification.

Probationary employees are exempt from the seven (7) days' advance notice provision of this Section until the probationary employee is released to solo status.

Employees whose schedules are changed on less than seven (7) days' notice will be paid overtime for time worked on less than seven (7) days' notice, except in an emergency when the schedule change is unknown seven (7) days in advance of the change, and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

**Section 5. Work Hours.** Employees on a 4-day/10-hour work schedule may be placed on a 5-day/8-hour work schedule for any week that the employee is scheduled to receive training of one (1) day of eight (8) hours or more in duration, without penalty, provided that seven (7) days' notice is given per Section 4. When an employee is attending training where their normal or typical job duties are not required, the meal period will be uncompensated. This section is relative to training only, based upon implementing a 4/10 shift(s). If prior notice, as per this Section, cannot reasonably be given, the employee and the supervisor may mutually agree to the work schedule change.

**Section 6. Attendance.** Employees shall be in attendance at work in accordance with provisions of these rules regarding hours of work, holidays, and leaves of absence. Any unauthorized absence of an employee from duty may be deemed to be an absence without pay and may be cause for disciplinary action up to and including dismissal.

**Section 7. Safety Release.**

- A. An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24) hour work day, and who is scheduled to work a shift in the next twenty-four (24) hour work day, from the start of the sixteen (16) hours, shall be guaranteed at least eight (8) hours off before being required to return to active duty status. Any portion of the eight (8) hours that overlaps with the beginning of the employee's next shift will be considered paid leave time and there will be no deductions made from the employee's leave accruals. If employees are directed to work their next scheduled shift, they shall be paid at the rate of time and one half (1 ½ ) for such portion of the shift which falls within the eight (8) hours of time off.
- B. Prior to working sixteen (16) or more hours in any twenty-four (24) hour work day, the employee shall make the on-duty or on-call shift Sergeant aware that the employee believes their current work assignment may result in the employee working sixteen (16) or more hours in the twenty-four (24) hour work day.

**Section 8. Shift Trading.** Shift trades between employees of the same job classification may be allowed under the following circumstances:

- A. The proposed trade is within the same pay period,
- B. The proposed trade will not result in either employee working consecutive shifts,
- C. The trade is approved by a supervisor, and
- D. Each employee agrees the trade will not create overtime, as provided for by the FLSA, except for mandatory overtime.

## **ARTICLE 16 – OVERTIME/COMPENSATORY TIME**

**Section 1.** **Immediate Overtime – Defined as less than 24-hour notice of operational need.** Where on-duty Officers are willing to work overtime, overtime work will be assigned on a seniority basis.

When no on-duty Officer is willing to work the overtime, the City shall conduct a digital scheduling software program text blast extending the overtime hours to Officers. Overtime will be assigned on a first come/first served basis. When no off-duty Officer is willing to work the overtime, or no call has been received in 20 minutes, the least senior Officer on-duty may be ordered to work the overtime and/or the City can attempt to call-in early, by order of least seniority, Officers who are scheduled to work the next shift. It is also understood and agreed that the City may divide the overtime hours between the least senior Officer on shift and the least senior Officer scheduled to work the next shift unless the most senior Officer of the two chooses to work the total overtime hours and the total hours worked would not exceed sixteen (16) hours in a twenty-four (24) hour period.

**Section 2.** **Short Notice Overtime – Defined as more than 24-hour and less than 7 days' notice of operational need.** In cases of short notice overtime, where the City needs Officers to work overtime it shall do so on a voluntary basis by posting the overtime as available on the digital scheduling software. Officers with the most seniority will be given priority for each overtime slot for the first seventy-two (72) hours of sign-up.

**Section 3.** **Scheduled Overtime – Defined as overtime posted more than 7 days.**

- A. If no full-time regular Officers voluntarily sign up to cover overtime requirements, and after it has been posted as available on the digital scheduling software for two (2) days, a Sergeant may elect to work the overtime themselves, or shall assign regular full-time Officers, on the basis of inverse seniority and schedule availability, to do the work, providing that the employee will not be required to work more than sixteen (16) hours in a twenty-four (24)-hour period, and employees will be allowed at least eight (8) hours between work assignments. Reserve Officers shall not be used to deny overtime to regular full-time Officers.
- B. Overtime which has been claimed by a member for more than seventy-two (72) hours may not be replaced (bumped) by a more senior officer if the overtime shift is to occur within seven (7) days of the bump request.
- C. Officers may not forgo overtime they signed up for with less than seven (7) days prior to the scheduled overtime.

**Section 4.** Time and one-half (1 ½) of the employee's regular rate shall be paid for authorized work in excess of:

- A. Eight (8) hours per workday if a 5-8 schedule, or ten (10) hours per workday if a 4-10 schedule; or
- B. Forty (40) hours in a workweek; or
- C. Work incident to a schedule change on less than seven (7) days' notice pursuant to Article 15, Section 4;

Overtime shall be calculated to the nearest quarter hour.

Part-time employees shall be eligible for overtime when they work more than forty (40) hours in any work week. All employees are eligible for overtime for work during a holiday as described by Article 24.

**Section 5.** Commanding Officers in charge of a division, or supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees.

**Section 6.** An employee may elect to be compensated for overtime worked in cash, or by accruing compensatory time off. Compensatory time shall be earned at one and one-half (1 ½) times the overtime hours worked but shall not exceed a maximum of ninety (90) hours. Accrued compensatory time in excess of ninety (90) hours shall be paid at one and one-half (1 ½) times the employee's regular rate of pay.

**Section 7.**

- A. Scheduling of comp time shall be done on a seniority basis provided that time off requests are submitted at least one (1) month before each shift change for the upcoming schedule. Any time off requests submitted less than one (1) month before each shift change shall be done on a first-come, first-served basis. If a supervisor receives two (2) or more requests for time off at the same time, then resolution of the conflicting time off shall be based on seniority.
- B. Comp time requests shall be granted in conformance with the Fair Labor Standards Act (FLSA) or controlling court decisions.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

**Section 8.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE 17 – CALLBACK**

**Section 1.** Employees who report for their regular shifts shall be compensated for a minimum of three (3) hours of work or pay unless given advance notice not to report. Employees who are required to report for work outside their regular shift will be paid a minimum of three (3) hours at one and one-half (1 ½) times their regular rate unless the callback is within two (2) hours of their regular shift, in which event the pay will be for a minimum of two (2) hours.

Employees required to attend meetings or training outside their regular shift shall be compensated for a minimum of three (3) hours of work, unless the training or meeting is annexed to the beginning or an ending of the employee's regular shift. In that case, the employee shall be compensated for actual hours worked. Voluntary attendance at meetings or training outside their regular hours of work shall not be subject to call back pay.

### **Section 2.** **Callback for Court Appearance.**

- A. For the purposes of this Article, Court Appearance means an employee of the Police Department is subpoenaed or required to appear in a criminal or civil proceeding arising out of the performance of official duties, outside the employee's regular shift hours. The employee shall receive overtime for a minimum of three (3) hours or actual court time, whichever is greater.

Employees, when they are subpoenaed to appear for a civil proceeding not arising from the performance of their official department duties, are eligible to use compensatory time and vacation leave. Overtime is not authorized for these appearances.

- B. Compensation for court appearance starts thirty (30) minutes before the stated reporting time for the court appearance. Upon advance notification from the employee, the supervisor may authorize additional time for court appearances inside or outside of Clackamas County.
- C. More than one (1) callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks within the same day, scheduled with more than the applicable time interval in-between court callbacks shall be paid with no minimum time allotment.
- D. Employees who are on off-duty status, shall not be required to do work beyond the completion of the court appearance.
- E. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to their supervisor.

## **ARTICLE 18 – SALARIES**

**Section 1.** Employees in the bargaining unit shall be paid in accordance with the attached Salary Schedule Appendix A, retroactive to July 1, 2022 which reflects a 2% cost of living (COLA) adjustment over the previous fiscal year. In addition to this COLA, all employees in the bargaining unit will receive a one-time employee recognition award in the amount of \$2,500. The award will be paid the week this agreement becomes effective and is done to recognize this bargaining unit's dedication and perseverance during the pandemic.

Effective January 1, 2023, the salary schedule in Appendix A shall be increased by a two percent (2%) cost of living adjustment.

Effective July 1, 2023, the salary schedule in Appendix A shall be increased by a three percent (3%) cost of living adjustment.

Effective January 1, 2024, the salary schedule in Appendix A shall be increased by a two percent (2%) cost of living adjustment.

Effective July 1, 2024, the salary schedule in Appendix A shall be increased by the calendar year annual average increase from 2023 of the CPI-U West Size Class B/C, with a minimum of three percent (3%) and a maximum of five percent (5%).

*Note: Appendix A, wage scale, represents a monthly annualized salary. Hourly rates are computed by the annual salary divided by 2080 hours.*

**Section 2.** **Temporary Fringe Benefits.** Regular part-time employees temporarily assigned for more than one (1) month to regular full-time status shall receive, during such temporary assignment, holiday, vacation and sick leave benefits to the same extent as provided to regular full-time employees. These fringe benefits are provided in addition to any City retirement contribution and any salary adjustments.

**Section 3.** **Regular Pay Day.** The City will provide the Association notice and an opportunity to bargain any changes in the regular pay day.

**Section 4.** **Errors in Compensation.** When mistakes are made by the City in paying an employee which amounts to greater than five percent (5%) less than the amount of money that is due, the City shall pay the employee the additional money due within three (3) business days after the City has been notified in writing by the employee of such deficient payment. If the underpayment is five percent (5%) or less the City shall pay the employee the additional money due at the next regular paycheck. When mistakes are made, by paying an employee more than the amount of money than is due, the City will deduct the overpayment from the employee's next regular paycheck, to a maximum of \$500 per paycheck until paid in full.



**Section 5.** **Incorporation of Appendix A.** Wage rates for employees covered by this Agreement shall be in accordance with the salary schedule set forth in Appendix A, which by this reference is hereby incorporated and made a part of this Agreement.

**Section 6.** **Placement on the Salary Schedule.** Upon initial appointment to a classification, the employee shall normally receive step 1 in the salary range for the classification into which the employee was hired. However, in cases when unusual difficulty in filling a vacancy is experienced, or when the appointee is exceptionally qualified, the employee may be placed at a step greater than step 1 but not more than the step 7 in the pay range for that classification. When hiring a lateral Police Officer, the appointee is still subject to a probationary period as described in Article 13, but he/she will be placed in the Police Officer salary range.

**Section 7.** **Progression Through the Schedule.** Full-time and part-time employees whose classification is specified on the salary schedule are eligible to advance to the next step at one (1)-year intervals on the anniversary date of the employee. Step increases shall be granted only upon achievement of a satisfactory rating or higher on the evaluation. Step increases may be delayed based upon an unsatisfactory job performance. Such cause must be stipulated in writing and presented to the employee at least thirty (30) days prior to the eligibility date. The notice shall set forth the basis for the withholding of the increase, what action must be taken to obtain the increase, and the date on which the employee will next be eligible for consideration for a step increase. Such step increase shall not be delayed or withheld for more than six (6) months. Performance evaluations will still be conducted after the employee has reached the top step.

**Section 8.** **Career Recognition.** Employees represented by the Association shall receive one percent (1%) of their base pay added to base pay after five (5) years of service; two percent (2%) after ten (10) years; three percent (3%) after fifteen (15) years of service; four percent (4%) after twenty (20) years; and five percent (5%) after twenty-five (25) years of service.

The five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years' percentages are not cumulative

## **Section 9. Senior Officers-**

- A. Designation as a Senior Officer requires completion of eight (8) years of service as a full-time Police Officer and
- B. Employee shall make written request to the Chief of Police and
- C. Successfully complete a DPSST approved Basic Sergeants Academy and
- D. Have an overall rating of "P or "E" on the most recent past two Gladstone performance evaluations and
- E. Have no disciplinary matters pending, or in their personnel file for the most recent two years.
- F. If after becoming a Senior Officer, the employee receives an overall rating of "D" on their two most recent performance evaluations, or receives an overall rating of "N" on their most recent performance evaluation, or receives discipline as defined in Article 9, Section 1, the employee will lose Senior Officer status and the base pay increase. The employee may re-apply after two (2) years of the employee again meets the criteria.
- G. Senior Officers shall have their base pay increased by an amount equal to three percent (3%).
- H. A Senior Officer may be designated as an acting supervisor by the Police Chief, when there is absence of a Sergeant or other supervisor (Lieutenant, Chief etc.). In the event that the designation of acting supervisor is for more than 30 days, the employee will be designated as Acting Sergeant and shall receive the first step at Sergeant's Pay in lieu of the five percent (5%) or whichever is greater.
- I. Nothing in his Agreement requires the City to designate an employee as acting OIC.

The Chief of Police or his/her designee will assign each Senior Officer a major collateral duty.

## **ARTICLE 19 – PROFICIENCY AND PREMIUM PAY**

**Section 1. Proficiency Pay.** This pay shall be based upon certification standards maintained by the Department of Public Safety Standards and Training (DPSST). All sworn personnel in the Police Department shall be eligible to receive proficiency pay. The amount of proficiency pay provided by the City shall be as follows:

- A. Possession of a DPSST Intermediate Certificate shall qualify the employee for a five percent (5%) pay increase of their base pay.
- B. Completing at least one (1) year at the intermediate level and possession of a DPSST Advanced Certificate shall qualify the employee for an additional five percent (5%), for a total of a ten percent (10%) pay increase of their base pay.

For Sworn Officers, the proficiency pay is based upon Step 5 of the salary range assigned to the Police Officer classification.

**Section 2. Premium Pay.** All compensation, salaries and premium pay shall be paid beginning the first day of the assignment. For purposes of this Article, “base salary” is calculated based on the officer's current range, step, classification and longevity.

- A. Officers who are assigned in writing to serve as a Field Training Officer (FTO) shall receive five percent (5%) incentive pay based upon their base salary for the time spent in the actual training of new regular Officers. Time spent in training Reserve Officers is not eligible for incentive pay.
- B. Officers who are assigned in writing as Detectives and Motorcycle Officers are entitled to an additional five percent (5%) of their base salary for the duration of the assignment.
- C. Any employee demonstrating oral proficiency in the Spanish language or oral proficiency in any other language as designated by the Chief of Police shall qualify for an additional three percent (3%) computed on their base salary. This proficiency shall be determined by a standard set by the City's Human Resources representative.
- D. When Officers are assigned in writing to serve as School Resource Officers with liaison duties to the School District, they shall receive an additional five percent (5%) computed on their base salary.
- E. Officers assigned in writing to serve as the canine handler shall receive an additional five percent (5%) of their base salary for the duration of the assignment. The parties agree that this additional five percent (5%) payment combined with a reduced on-duty working schedule covers both the additional duties as a canine handler and adequately compensates the canine handler for off-duty hours spent by the canine handler for routine care, feeding and grooming of their assigned canine.

## ARTICLE 20 – INSURANCE

**Section 1. Health Insurance.** City will make available to employees in the bargaining unit and their dependents medical, dental, vision benefits and prescription drug insurance coverage.

The employee shall pay any amount above the City’s contribution through payroll deduction.

**Section 2. Cost Sharing.** The City and the employee shall split the cost of insurance premiums with the City paying ninety percent (90%) of the premium cost and the employee paying ten percent (10%) of the cost.

Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below:

75% FTE or greater, but less than full-time	75%
50% FTE or greater, but less than 75% FTE	50%

Note: Employer contribution for health insurance premium costs for part-time employees shall be pro-rated based on the total cost of the health insurance premium, as is current practice.

**VEBA.** Employees selecting the Regence Co-Pay Plan B or Kaiser, Plan B will receive a monthly VEBA contribution paid by the City. Employees will be responsible for signing up for the VEBA and managing costs and reimbursements. The monthly VEBA contributions for Co-Pay Plan B are as follows:

Employee Only	\$500.00 annually
Employee + Child	\$1,000.00 annually
Employee + Children	\$1,500.00 annually
Employee + Spouse	\$1,000.00 annually
Employee + Family	\$1,500.00 annually

**Section 3. Joint Insurance Committee.** The City will establish a joint Employer/Employee Medical Insurance Committee for the purpose of monitoring the current insurance program. The committee shall be a standing committee convened as necessary by Human Resources. The committee shall establish its own rules and timetable for meetings and will make a recommendation on the insurance program to the City Administrator. The committee will be composed of employee representatives from each department. The Gladstone Police Association shall be entitled to appoint up two (2) representatives to this committee.

**Section 4. Other Insurance.** The City shall provide a thirty thousand dollar (\$30,000) life insurance policy and occupational disability insurance to all employees at no cost to the employee in addition to the statutorily required ten thousand dollar (\$10,000) life insurance policy for sworn law enforcement personnel. Long-term disability insurance will be provided to employees upon eligibility for insurance pursuant to Section 5, at no cost to the employee. If CIS does not allow this change mid-plan year (July 1, 2022), it will become effective January 1, 2023.

**Section 5. Eligibility.** Employees shall become eligible for insurance benefits the first of the month after being hired.

**Section 6. Section 125 Plan.** The City offers an IRC Section 125 plan for use by employees.

## **ARTICLE 21 – TORT CLAIMS LIABILITY**

**Section 1.** The City shall indemnify and defend employees against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

## **ARTICLE 22 – RETIREMENT**

**Section 1. Retirement Benefits.** All eligible employees will be enrolled in PERS and/or OPSRP upon completion of requirements for membership as determined by the system. Employees who are not currently enrolled in the City retirement plan of November 30, 1998, shall be enrolled in PERS and/or OPSRP upon meeting eligibility requirements

For the term of the Agreement, the City shall pay the employee's share of the PERS and/or OPSRP contribution to the program.

**Section 2. Sick Leave Conversion Upon Retirement.** Upon retirement, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided for under ORS 238.350 and regulations established by PERS in the form of increased retirement benefits. For the purposes of this Article, "unused accumulated sick leave" shall be capped at a maximum of nine hundred forty (940) hours; accrual greater than this maximum shall be subject to forfeiture.

**Section 3. Deferred Compensation.** In addition to the City's funded retirement program, two (2) optional deferred compensation programs, which are entirely funded by employees, are available. Eligible employees may authorize a monthly salary deduction for contribution to deferred compensation programs provided through the City.

## ARTICLE 23 – HOLIDAYS

**Section 1. Holiday Accrual.** Employees shall receive ninety-six (96) hours of holiday leave in lieu of all holidays listed below, plus an additional eight (8) hours. In total, employees receive one hundred four (104) hours each year. Holidays accrue at the rate of 8.67 hours per month. Holiday hours shall not accrue in excess of one hundred twenty (120) hours. Hours in excess of one hundred twenty (120) hours shall be paid. Stated amounts are based on full-time status; part-time status will be pro-rated as a full-time equivalent.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Floating Holiday	
Floating Holiday	
Christmas Day	December 25

Holiday hours are floating holidays and may be taken as such. Holiday leave shall be utilized in the same manner as vacation leave, and shall be approved or denied on the same basis.

Non-sworn employees and Officers assigned as Detective and School Resource Officer shall take holiday time off on the date the holiday is observed unless otherwise authorized by the Chief. This practice shall end on December 31, 2022 and all employees will follow this article.

**Section 2. Payment for Holiday Balance at Termination.** Employees shall be compensated for accrued but unused floating holidays at termination of employment at the employee's final hourly rate.

**Section 3. Day Observed.** When one of the above holidays falls on a Saturday, the previous Friday shall be observed as the holiday; when one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

**Section 4. Holiday Premium.** Sworn employees assigned to patrol shall receive time and one-half (1 ½) compensation for hours worked on July 4, Thanksgiving Day or Christmas Day. Sworn employees otherwise entitled to overtime for hours worked on one of the listed holidays do not receive any additional compensation. This paragraph shall apply to all employees (not just sworn) effective January 1, 2023.

Non-sworn employees shall receive time and one-half (1 ½) overtime compensation if required to work on any holiday. This benefit will end on December 31, 2022.

**Section 5. Four-Ten.** For an employee working a 4/10 plan, a paid day off shall constitute a ten (10) hour day. Therefore, to account for an entire paid day off, ten (10) hours of the employee leave time shall be utilized by the employee.

## **ARTICLE 24 – VACATION LEAVE**

**Section 1. Eligibility.** All employees shall accrue vacation leave monthly from the beginning date of their employment. However, employees shall only be able to use vacation leave after completion of six (6) months of service. An employee who terminates employment prior to completion of six (6) months shall not be compensated for accrued vacation.

**Section 2. Accrual Rates.** For all full-time employees, vacation leave shall accrue monthly in accordance with the schedule below based on the number of years of full time employment. For part-time employees, vacation leave shall accrue monthly at one-half (1/2) the accrual rate applicable to full-time employees for .5 FTE and at three quarters (3/4) the accrual rate applicable to full-time employees for .75 FTE and shall be based on the number of years of part-time employment.

More than 1 year, but less than 3	80 hours/year (6.67 hours per month)
3 or more years, but less than 5	96 hours/year (8 hours per month)
5 or more years, but less than 10	120 hours/year (10 hours per month)
10 or more years, but less than 13	136 hours/year (11.33 hours per month)
13 or more years, but less than 15	152 hours/year (12.67 hours per month)
15 or more years, but less than 20	184 hours/year (15.33 hours per month)
20 or more years, but less than 25	200 hours/year (16.67 hours per month)
25 or more years, but less than 30	216 hours/year (18 hours per month)
30 or more years, but less than 35	232 hours/year (19.33 hours per month)
35 or more years	240 hours/year (20 hours per month)

Vacation leave can accrue from year to year with a maximum accrual limit of three hundred twenty (320) hours. Employees will be provided notice of accrued vacation balances on a month-to-month basis. Upon written request and approval of the City Administrator, vacation leave may accumulate beyond three hundred twenty (320) hours.

**Section 3. Sell Back.** Any employee may sell back to the City up to fifty (50) hours of accrued vacation time during any fiscal year, limited to the following conditions:

- A. Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many days are used;
- B. Human Resources shall receive thirty (30) days' prior written notice from any employee requesting vacation reimbursement;
- C. In combination with Section (A), an employee must maintain an account balance of eighty (80) hours after the sell back to the City.
- D. Employees will not be permitted to sell back any portion of leave that exceeds the maximum cap of 320 hours.

**Section 4. Vacation Pay at Termination.** If the employee has completed six (6) months of City service before terminating employment, then the employee or the employee's heirs shall receive cash compensation for accrued vacation leave. Employees will be paid at their regular rate of pay for accrued but unused vacation upon separation from the City.

**Section 5. Scheduling.** Scheduling of vacation for the following calendar year shall be on a seniority basis; employees may select up to eighty (80) hours of vacation during the bid process. After all employees have bid, the bid will remain by seniority. After the bid process concludes, remaining available periods will be available on a first-come, first-served basis. The vacation bid process will commence on October 1 of each year (the day after the shift bid process ends). Time off requests for the following calendar year shall be submitted by October 15. All time off requests made during the process shall be approved or denied by November 15. Any time off requests submitted after October 15 shall be done on a first-come, first-served basis. If a supervisor receives two (2) or more time off requests at the same time, then resolution of the conflicting time off requests shall be based on seniority.

Vacation time requests shall not be denied arbitrarily. Scheduled vacation time may be amended to allow the Department to meet emergency situations (staffing shortages due to sick leave usage do not constitute an emergency). However, where such changes are initiated, the City will explore other alternatives where non-refundable funds are involved.



**Section 6. Donations.** Upon written notification to the Chief of Police, a regular employee may donate accrued but unused vacation hours to another employee under the following conditions:

- A. the donation is truly voluntary;
- B. the donating employee receives no payment for the donated time; and
- C. the employee to whom the time is being donated has exhausted all accrued vacation, holiday, sick leave and comp time.
- D. Probationary employees are not entitled to donate or receive vacation hours until six (6) months of employment.

**Section 7. Usage.** The Chief of Police or designee shall authorize vacation leave before an employee is absent from work; otherwise the absence will constitute leave without pay. Management has the right to refuse day-off requests based on the operational needs of the department.

**Section 8. Requests.** Time off requests shall be approved or denied, in writing, within thirty (30) calendar days of their submission or by November 15 if the request is pursuant to Section 5 above. Failure by the City to provide a written response to a time off request by that date shall be deemed an automatic approval of the request.

## **ARTICLE 25 – SICK LEAVE**

**Section 1.** **Eligibility for Accrual.** All regular full-time employees shall accrue sick leave (with pay) monthly at a rate of eight (8) hours for each calendar month of City service and all part-time employees shall earn sick leave (with pay) monthly at a rate of four (4) hours for employees who work .5 FTE, or at a rate of six (6) hours for employees who work .75 FTE or greater but less than full-time, for each calendar month of service. Sick leave shall accrue from the date of employment, but may not be used until after one (1) full month of employment. Sick leave accumulation will be capped at nine hundred forty (940) hours.

**Section 2.** **Authorized Reasons for Sick Leave with Pay.** Employees are eligible for sick leave for the following reasons:

- A. Occupational or personal illness or physical disability.
- B. Quarantine of an employee by a health care provider for non-occupation related disability or illness.
- C. Personal health care provider appointments.
- D. Attendance upon members of the employee's immediate family: (spouse, same sex domestic partner, parent, parent-in-law, biological, adopted or foster child, step-children, "*in loco parentis*" relationships, de facto parent (a person with whom an employee has developed a parental relationship in the absence of a biological or adoptive parent), grandparent, grandchild, where the employee's presence is required because of the serious health condition of the family member or to transport a member of the immediate family to a medical facility for treatment.
- E. Other leaves in which use of accrued sick leave is mandated by Federal or State law.
- F. Parental Leave shall be granted in accordance with Oregon Family Leave Act (OFLA) and Federal Medical Leave Act (FMLA).
- G. Within in the first year of placement of a child with the employee for adoption or foster care.

**Section 3.** **Sick Leave Deduction.** Sick leave shall be deducted based on every hour absent from work or fraction thereof to the nearest fifteen (15) minutes.

**Section 4.** **Abuse.** Abuse of sick leave may be cause for disciplinary action up to and including dismissal, to the extent permitted by law. Where the City determines that questions exist concerning the bona fide nature of the request for sick leave, it may require a written statement from a health care provider that the employee's condition prevented them from appearing for work. If the City is dissatisfied with the report of illness, the City may require a medical exam from a doctor selected by the City and reimburse the employee for the cost of their copay, if any or any other costs of the appointment not paid for by insurance.

**Section 5.** **Certification of Illness.** The City may require a health care provider's approval for an employee to return to work after an absence in excess of the employee's regularly scheduled work week. In the event the usage of sick leave establishes an objectively clear pattern of misuse, the employee shall be put on notice and the time restrictions of this section shall be waived for future requirement of a health care provider's approval for an employee to return to work for absences that fall within the pattern of misuse.

**Section 6.** **Notice Requirements.** An employee or a designated household member shall report absence due to sick leave to an immediate supervisor or Sergeant prior to the time the employee is expected to report for work.

Employees are expected to inform their supervisor of any anticipated medical treatment so that the department may plan for the employee's absence.

An employee's supervisor shall have the authority to send an employee home on sick leave if the employee exhibits signs and/or symptoms of illness and either cannot perform duties accurately or endangers the health of others. If the employee does not have sufficient sick leave to cover the absence, vacation or compensatory leave may be docked. If there is not enough vacation or compensatory leave to cover the absence, the employee will be authorized time off without pay.

**Section 7.** **Authorization.** Upon an employee's return to work, the employee shall complete an approved absence report and submit it to the employee's supervisor for his/her signature.

**Section 8.** When an employee is absent from work because of an on-the-job injury, the employee shall notify the City which system of time loss payments the employee chooses to receive (i.e. (A) or (B)). Time off will not be charged to sick leave except as provided below. The employee may select one of the following options:

- A. The employee may elect to receive only his/her workers' compensation payments and no sick leave will be deducted during the period covered by the workers' compensation payments; or

- B. The employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular paychecks and benefits.
1. For the first twelve (12) months, no sick leave will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.
  2. After the expiration of twelve (12) months, only that portion of sick leave needed to make-up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the City. The City will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

**Section 9.** Unused sick leave shall not be paid to the employee upon termination, whether voluntary or involuntary, except in the manner prescribed in ORS 238.350.

## **ARTICLE 26 – OTHER LEAVES**

Unless otherwise stated, all leaves from work with pay as described in this Section, shall not be deducted from unused vacation leave, sick leave or overtime if approved by the employee's supervisor prior to such leave.

**Section 1. Bereavement Leave.** In the event of a death in the employee's immediate family, a regular full-time employee may be granted leave of absence with pay not to exceed one (1) work week and a part-time employee may be granted leave of absence with pay on a pro rata basis. Immediate family for the purposes of this Section shall be defined as spouse, same-sex domestic partner, child, parent, sibling, parent-in-law, son or daughter-in-law, grandparent, grandchild, step and half relations.

Additional bereavement leave may be authorized by the Chief of Police, or designee, for either a time extension or for relationships not listed in this section. The Association waives the right to file a grievance over the decision of the Chief of Police, or designee, regarding additional bereavement leave.

**Section 2. Funeral Participation.** When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony, he may be granted a reasonable time off to perform such duty through the use of accrued vacation or compensatory leave.

**Section 3. Jury Duty.** When a regular full- or part-time employee is called for jury duty, or is subpoenaed to serve as a witness arising out of the course and scope of their duties, during the employee's regular work hours, the employee's salary, unused vacation or accrued overtime shall not be deducted during such absence. However, the employee is required to transfer to the City any compensation received, except travel reimbursement, for the performance of such duty. If an employee is excused from jury duty prior to the end of the normal workday, the employee shall report to the City for completion of that workday at the discretion of the supervisor. An employee not reporting for completion of the workday or not transferring any compensation for jury or witness duty, shall constitute adequate reason for the City not paying the employee for the time absent from work and may be subject to discipline.

**Section 4. Military Leave.** Military leave will be granted in accordance with State and Federal law.

**Section 5. Personal Leave.**

- A. In the sole discretion of the City, an employee may be granted a 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 if it does not unduly interfere with the normal operations of the Police Department. Requests for leave of absence without pay shall be in writing. Such requests shall be directed to the Chief of Police who shall make a written recommendation to the City Administrator. The City may interrupt or terminate such leave by thirty (30) days written notice by Certified Mail to the address given by the employee on their written application for such leave to the City Administrator. The employee shall respond within ten (10) days of the mailing of the certified notice or be subject to disciplinary action, including discharge. Such leave shall not be approved for the purpose of accepting employment outside the service of the City. Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence. Employees on approved personal leave shall prepay their own health care premiums, if desired, on a monthly basis. The leave shall not prejudice an employee's seniority accrued to the date of leave.
- B. **Reinstatement.** At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, he or she will be entitled to be reinstated to an available equivalent position.

**Section 6. Inclement Weather.** During periods of inclement weather employees who arrive late or leave early are required to utilize accrued vacation and/or comp time. When accrued vacation and/or compensatory time is not available, then salary will be deducted at an hourly rate equal to the number of hours absent.

**Section 7.** Leave for birth, adoption or placement of a foster child, or to care for family members' or the employee's own serious health condition, will be administered in accordance with the provisions of the Oregon Family Leave Act (OFLA) and the Federal Medical Leave Act (FMLA). Employees utilizing leave under this Section for birth, adoption or placement of a foster child shall be allowed to use any form of earned, paid leave (vacation, compensatory time or sick leave). Employees utilizing leave under this section to care for family members or the employee's own serious health condition shall exhaust all paid sick leave benefits before using other types of earned paid leave.

**Section 8.** Leave requests will be administered in accordance with any applicable Federal or State laws. Leaves under this Article will run concurrently where permitted by law.

## **ARTICLE 27 – UNIFORMS, EQUIPMENT AND PRACTICE AMMUNITION**

**Section 1.** Employees who are required to wear uniforms shall be furnished such uniforms by the City of Gladstone. These employees, upon completion of their Field Officer training program become qualified to receive, and shall receive a two hundred seventy-five dollar (\$275) allowance for footwear, duty gear maintenance, and clothing cleaning by July 10 of each year.

If the City requires a records employee to wear a modified uniform upon completion of the employee's probationary period, the employee becomes qualified to receive and shall receive a one hundred fifty dollar (\$150) allowance for uniform maintenance and cleaning on July 10 of each year.

These allowances are not intended to apply to required equipment damaged in the line of duty as such items shall be replaced or repaired by the City. If the required item damaged was a personal selection and not departmentally issued, financially the City may use discretion to make a reasonable replacement but is not required to replace the exact item although it may choose to do so.

**Section 2.** Sworn employees assigned to plainclothes duty on a full-time basis will be allowed to wear regular clothes appropriate for the functions being performed and shall be entitled to a clothing allowance of four hundred dollars (\$400) per year payable upon appointment and annually thereafter.

**Section 3.** Upon sworn employee request, and subject to approval of the training supervisor, the City shall provide one (1) box of practice rifle ammunition at the beginning of each month.

**Section 4.** The City shall purchase an off-duty membership for each Police Officer selecting the option of the Public Safety Training Center (PSTC).

A maximum of one (1) box of ammunition per Police Officer per month will be provided by PSTC for weapons authorized by the Department. GPD targets are available at no charge to the employee from the Department.

Officers choosing to participate in the off-duty Police Officer membership program agree that time and travel compensation is not authorized. The only authorized expenditures are mentioned above. The PSTC off-duty Police Officer membership is optional.

## **ARTICLE 28 – EDUCATIONAL OPPORTUNITIES**

**Section 1. Education and Training Courses.** It shall be the policy of the City to encourage employees to continue education especially related to the employee's duties and responsibilities. The Chief of Police or designee may assign an employee to attend and pay for training courses related to his/her duties and responsibilities provided that scheduling can be arranged subject to the operating needs of the department. When the Chief of Police or designee grants approval prior to employee attendance during the employee's regular work hours, the City shall provide leave from work with pay.

Training courses which are generally not work related and offered only during regular work hours may be approved by the Chief of Police or designee provided that absence from work can be arranged subject to the operating needs of the department, including rescheduling the employee's work hours while meeting the needs of the department. For training courses generally not work related, the City may pay for a portion of tuition proportionate to the degree that the course is work related, as determined by the City, and the employee shall be financially responsible for the cost of written material required for such training. If the City purchases any such material, it shall become City property.

**Section 2. Travel Allowances.** When employees are required to travel outside the City on City business, reimbursement for expenses incurred, based on receipts for such expenses as appropriate, shall be determined as follows:

- A. Prior to traveling outside the City, the employee shall obtain approval from the employee's supervisor for the trip, mode of travel, estimated meal costs and any overnight lodging expenses.
- B. Travel on official business outside the City by a single individual should be via public carrier or City-owned vehicle. City vehicles shall not be used for private purposes, as specified in the City Personnel Rules unless authorized by the Chief of Police or designee. The Chief of Police or designee shall approve any request for the City to pay for a trip by air carrier. If the employee is authorized to use a private vehicle, mileage shall be paid at the per-mile rate established by the Internal Revenue Service. This rate shall compensate the employee for all reasonable vehicle expense and insurance.
- C. Employees will be presented a per diem check, based upon the GSA fiscal year per diem rate schedule for their area of travel, prior to their leaving for their trip. This per diem check will cover all meals, including a tip of up to fifteen percent (15%), and incidental expenses of the employee but is not intended to include the purchase of any alcohol. No receipts are required.



- D. The City's practice is to pre-pay the employee's cost of lodging. If a family member is accompanying the employee, the employee is responsible for paying any up-charges incurred because of the additional guest.
- E. Employees shall request approval of the City Administrator for any reimbursement of travel and housing relocation expenses due to employment by the City.
- F. Determination of whether travel time is considered as hours of work shall be determined pursuant to the FLSA or controlling court cases.

### **ARTICLE 29 – OUTSIDE EMPLOYMENT**

No full-time employee shall accept outside employment from another employer, whether part-time, temporary or permanent without prior written approval from the Chief of Police. Each change in outside employment shall require separate approval. The Chief of Police may revoke outside employment as reasonably deemed necessary. Employees shall make a reasonable effort to notify the Department in writing of any changes, including discontinuance, of outside employment.

To be approved, outside employment must:

- A. be compatible and in no way detract from the performance of the employee's City work;
- B. not conflict with the interests of the City or be a discredit to the City; and
- C. normally not occur while on City-paid sick leave, disability or workers' compensation leave, without consent of the Chief.

No City equipment, supply, or material shall be used by an employee when working outside of City employment without the written authorization of the Police Chief or designee.

## **ARTICLE 30 – MISCELLANEOUS**

**Section 1.** **Policy.** The City shall furnish the Association President with copies of all policy changes affecting the City Personnel Rules, and Police Policy and Procedure Manual.

**Section 2.** **Fitness Club Membership.** Upon presentation of monthly receipts or proof of an annual membership payment, employees are eligible to receive up to a fifty dollar (\$50.00)/month or up to a six hundred dollar (\$600.00)/year taxable reimbursement towards their membership fee to a health and fitness center. Any initial or annual service fee will be the employee's responsibility.

**Section 3.** **Use of Force Situations.**

- A. **Deadly Force.** Employees involved in the use of deadly force situations shall be allowed to consult with an Association representative or Attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement for more than twenty-four (24) hours.
- B. **Traumatic Incidents – Debriefing.** In all cases where any employee has been seriously injured, dies, or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall have the opportunity to undergo a traumatic incident debriefing. The City shall have the authority to require an involved employee to undergo debriefing. The term “directly involved” means those employees who had a direct involvement in the initial traumatic incident. Such debriefing will be for the benefit of the employee. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. In addition, these meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose. The City shall obtain the professional services of a traumatic incident debriefer for traumatic incident debriefings. The cost for the debriefing shall be borne by the City. The City has sole discretion concerning the payment for subsequent debriefings.
- C. **Critical Incident Leave.** Employees involved in a traumatic incident and/or involved in the debriefing process may be placed on critical incident leave. The length of the critical incident leave shall be determined by the City after consultation with the debriefer, or physician/psychologist concerning their findings and recommendations with respect to the employee's fitness for duty. For purposes of this section, Critical Incident Leave is defined as time off for or reassignment of an employee, without loss of pay or benefits to the employee.

## **ARTICLE 31 – PERSONNEL FILES**

**Section 1.** Human Resources shall maintain an official personnel file for each employee. Personnel files shall be maintained in a locked, secured area, not open or accessible to the public. If any adverse document is proven materially incorrect, it shall be removed from the personnel file.

**Section 2.** A copy of any written document pertaining to discipline, grievances or complaints, placed in an employee's personnel file which the employee has not already received shall be furnished to the employee within seven (7) calendar days after it is placed in the personnel file. The employee may respond in writing, within thirty (30) calendar days, to any information with which the employee disagrees, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment shall not be subject to the provisions of this Article.

**Section 3.** Upon reasonable notice, an employee or representative with written permission of the employee shall have the right to inspect the employee's personnel record and receive a copy of information in compliance with ORS 652.750(2).

**Section 4.** Employees shall be entitled to submit for attachment to material critical of the employee a written explanation or opinion. This material shall be included in the personnel file and maintained so long as the critical materials remain in the personnel file.

**Section 5.** Except as provided in this Article, no portion of any employee's personnel file shall be transmitted outside of Human Resources without giving the employee notice, or as required by law, or as required in connection with the presentation of evidence in a pending case.

**Section 6.** Upon request by the employee, all records related to any discipline of a written reprimand, grievances or unfounded complaints shall be considered stale for progressive disciplinary purposes after three (3) years, provided no similar disciplinary action has been taken; in which case, the documents shall be removed three (3) years from the most recent disciplinary action. Documents removed, under this Section, can be used by the City to defend against a claim of disparate treatment and/or non-progressive discipline. Nothing in this Article contradicts the provisions of ORS chapter 181A regarding the City's obligations to keep and disclose records when required.

**Section 7. Public Records Requests.** As soon as practical, the City shall notify any affected employee and the Association, in writing, of any public records request (PRR) made about the affected employee.

## **ARTICLE 32 – SAVINGS CLAUSE**

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment, or by inability of the employer or the employees to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of the Collective Bargaining Agreement shall be reopened for negotiation. The balance of the Agreement shall remain in full force and effect. In the absence of a negotiated agreement, either party may initiate binding arbitration per Article 10, Section 4, Step 4, *et seq.*

**ARTICLE 33 – CLOSURE**

**Section 1.** Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 *et. seq.*

**Section 2.** This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Police Association where mutually agreeable.

**ARTICLE 34 – TERM OF AGREEMENT**

**Section 1.** This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2025, and shall continue in effect during the period of negotiations until a successor agreement is signed.

Unless expressly stated otherwise in this Agreement, no provisions of the Agreement are effective retroactively.

**Section 2.** This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1, 2024, that it wishes to modify the Agreement.

**GLADSTONE POLICE ASSOCIATION**

**CITY OF GLADSTONE**

\_\_\_\_\_  
GPA President

\_\_\_\_\_  
Jacque M. Betz  
City Administrator

\_\_\_\_\_  
GPA Secretary

\_\_\_\_\_  
Nancy A. McDonald  
Human Resources Consultant

\_\_\_\_\_  
Date

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Date