

RESOLUTION NO. 1741

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH EMPLOYEES REPRESENTED BY TROUTDALE POLICE OFFICERS' ASSOCIATION

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City and Troutdale Police Officers' Association (TPOA) have reached agreement on a two-year collective bargaining agreement for the period July 1, 2004 to June 30, 2006.
2. The agreement was ratified by TPOA membership on February 28th, 2005.
3. The agreement must be ratified by the City Council before it becomes effective.


NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The Agreement between the City of Troutdale and Troutdale Police Officers' Association for the period July 1, 2004 – June 30, 2006 is approved in substantially the form shown in Attachment A hereto.

Section 2. The City Administrator is authorized to take necessary action to implement and administer Section 1 of this Resolution.

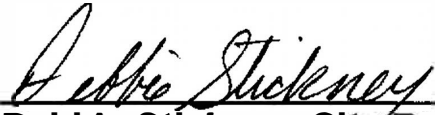
Section 3. This Resolution shall be effective immediately upon adoption.

YEAS: 5
NAYS: 0
ABSTAINED: 0



Paul A. Thalhoffer, Mayor
March 24, 2005

Date



Debbie Stickney, City Recorder
Adopted: March 22, 2005

AGREEMENT

Between

**CITY OF TROUTDALE,
OREGON**

And

**TROUTDALE POLICE
OFFICERS' ASSOCIATION**

July 1, 2004 – June 30, 2006

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PREAMBLE

This Agreement entered into between the City of Troutdale, Oregon hereinafter referred to as the "City" and the Troutdale Police Officers' Association, hereinafter referred to as the "Association" has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 Recognition

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit.

The bargaining unit shall consist of all sworn Police Officers, excluding supervisory and confidential employees as defined by the Public Employee Collective Bargaining Act (PECBA).

1.2 New Classes

New classifications may be developed by the City and a wage scale for those classifications may be assigned by the City. The City shall so notify the Association and provide the Association with a copy of the job description for the new classification and the wage scale assigned to that classification.

In the event the Association and the City agree that the newly created job classification appropriately belongs in the bargaining unit, and if the Association serves written notice of its desire to bargain over the wage rate assigned the classification, the Association and the City shall enter into negotiations for wages and those issues unique only to the newly created classification.

In the event the City disagrees with the Association's contention that the newly created classification appropriately belongs in the bargaining unit, the Association has the option to petition the Employment Relations Board (ERB) for a unit clarification.

ARTICLE 2 – EXISTING CONDITIONS

The City will not make unilateral changes in mandatory subjects of bargaining, or permissive subjects of bargaining with mandatory impacts, without first fulfilling its legal obligations regarding negotiation of such subjects.

ARTICLE 3 – ASSOCIATION SECURITY

3.1 Check-Off

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 the payroll deductions may be canceled by any employee upon written notice to the City and Association prior to the 15th day of each month, to be effective on the 1st day of the following month.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors, as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

3.2 Payment in Lieu of Dues

Any employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming an employee, or who has joined within such time and then withdrawn from membership after such thirty (30) days, shall have deducted from his/her pay by the City a monthly service fee in the uniform amount of a payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by Association and used on a pro-rate basis solely to defray the cost for its services rendered in negotiation and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

3.3 Religious Objection

Any individual employee objecting to payment in lieu of dues based on a sincerely held religious belief or bona fide religious tenets or teachings of a church or religious body of which such employee is a member, is required to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, per ORS 243.666(1).

3.4 Indemnification

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

ARTICLE 4 – CITY SECURITY

4.1 City Security

The Association agrees that during the term of this Agreement, its membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, the meaning of the word “strike” is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including immediate discharge. The Association will exert every reasonable effort to ensure compliance with provisions of this Article.

ARTICLE 5 – EMPLOYEE RIGHTS

5.1 Employee Organizations

Employees shall have the right to form, join and participate in the activities of employee organizations of their choosing, for the purpose of representation on matters on 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 the Association or any employee because of exercise of these rights.

5.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, disability status, sexual preference or political affiliation. The Association shall share equally with the City the responsibility for applying the provisions of this Agreement.

5.3 Accommodation

While the parties of this Agreement equally support the provisions of this section, it is also agreed that an alleged violation of this section shall not be subject to the final step of the grievance procedure incorporated into the Agreement, where a civil remedy exists at law.

ARTICLE 6 – MANAGEMENT RIGHTS

The City shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees; determining services to be rendered, standards and levels of service and methods of operation, including the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; implementing layoffs, transfers and promotions; disciplining or discharging regular employees for just cause or probationary employees at will; determining job descriptions; determining job descriptions; determining and assigning work schedules; establishing performance standards and work rules and assign work.

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

ARTICLE 7 – BULLETIN BOARD

The City agrees to furnish space for a suitable bulleting board to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its posting to official Association business.

ARTICLE 8 – GENERAL AND SPECIAL ORDERS

The City will furnish the Association with copies of all general or special orders promulgated during the term of this Agreement pertaining to wages, hours and conditions of employment.

ARTICLE 9 – DEPARTMENT MANUAL AND CONDUCT

The City agrees to furnish each employee of the bargaining unit with a copy of the Department Manual and a copy of this Agreement. The Department Manual, policy and procedures shall be current and updated as changes occur, and copies of such shall be furnished to the employees and it shall be the employee's responsibility to file them in their manuals. The Association may raise legitimate matters concerning officer safety.

ARTICLE 10 – ASSOCIATION BUSINESS

10.1 Association Business

Up to three (3) members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the Chief of Police. When authorized in advance, one (1) representative shall be granted time off without loss of regular pay for the purpose of meeting

with City representatives. Employees may attend quarterly Association meetings within the city limits, on duty, subject to call, when previously authorized by the Chief of Police.

A grievant shall be allowed to attend required grievance hearings without loss of regular pay. Time spent attending such meetings shall not be considered time worked for purposes of computing overtime.

10.2 Contract Negotiations

The Association's negotiation team may be comprised of more than two (2) employees; provided, however, that the City's obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to two (2) individuals. Hours utilized for this purposes shall not be considered hours worked in determining overtime.

The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. The Association's attorney may participate in negotiating sessions at the Association's discretion.

10.3 Special Conferences

Up to two (2) members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained.

10.4 Critical Incidents

When an Association representative is requested by the officer involved in a critical incident to respond to the incident and assist the officer, the time spent by the Association representative, to a maximum of sixteen (16) hours (straight-time and overtime), shall be considered work time. A "critical incident" shall include any incident involving a shooting, death or serious bodily injury.

The Chief of Police shall require any officer who is directly involved in a critical incident involving a fatality or serious injury to undergo a psychological evaluation to ensure fitness to return to duty. In addition, the City reserves the right to require any officer to undergo a psychological evaluation consistent with the ADA. Officers will be placed on paid administrative leave pending the results of such evaluations. The cost of such evaluation which is not covered by the insurance will, upon proper verification, be paid by the City.

ARTICLE 11 – OUTSIDE EMPLOYMENT

In an effort to provide maximum protection to both the City and its employees against claims of conflict of interest or liability suits, any employee wishing to accept outside employment must first obtain the written approval of the Chief of Police prior to accepting such outside employment. Each change in outside employment shall require separate approval. Employees

may continue to engage in the same type and level of outside employment, including self-employment that they were engaged in prior to a leave of absence during a leave of absence. However, employees may not engage in new, expanded or additional outside employment, nor may they engage in any outside employment that exceeds the scope of their medical restrictions or delays in their return to work.

ARTICLE 12 – HOURS OF WORK

12.1 Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven (7) day calendar day period commencing midnight Sunday and ending midnight the following Sunday, on a 5-8 or 4-10 or 5-9/4-9 schedule. The only exception to these provisions shall be for part-time employees and employee's assigned to special assignments subject to flexible scheduling as set forth in Section 12.8 below.

- (a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.
- (b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each, followed by three (3) consecutive days off. In the event a 4-10 schedule is implemented, the parties agree to meet to negotiate its implementation and any contract changes as may be necessary.
- (c) A "5-9/4-9" work schedule shall consist of five (5) consecutive days of nine (9) work hours each [with the exception of the employee's Friday shift, where the employee will work eight (8) hours, getting off shift one (1) hour earlier than normally scheduled], followed by two (2) consecutive days off, followed by four (4) consecutive days of nine (9) work hours each, followed by three (3) consecutive days off.

The implementation of this 5-9/4-9 work week shall terminate upon the mutual consent of the parties or by thirty (30) days' written notification from either party of its desire to terminate. However, it is understood that the City will exercise the thirty (30) day written notification option based only on fiscal and/or operational necessity, as determined by the City. At no time shall either party's exercise of the option to terminate the 5-9/4-9 work week be arbitrary or capricious.

12.2 Workday

A normal work day shall consist of either eight (8), nine (9) or ten (10) hours per day, as specified above.

12.3 Meal Period

Each employee covered by this agreement will be permitted a thirty (30) minute paid meal period each work day to the extent consistent with operational or duty requirements.

12.4 Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each work day, to the extent consistent with operational or duty requirements.

12.5 Work Schedules

Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the City and the employee(s) involved. An employee will normally be given seven (7) days advance notice of any change in his/her regular hours of work. Employees whose schedules are changed involuntarily by the City on less than seven (7) days notice will be paid overtime for time worked outside their regular work schedule, except where a change of schedule is due to an emergency. (Act of God, natural disaster, civil unrest, governmental declaration of emergency or other circumstances outside the City's control), when the change in schedule is unknown seven (7) days in advance of the change, for the purpose of the employee's voluntary training and/or by mutual agreement of the City and the employee(s) involved.

The scheduling of compensatory time off shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the City will not be obligated to schedule compensatory time off, and that such requests are unduly burdensome, if the City does not have at least ten (10) days advance notice.

12.6 Semi-Annual Shift Assignments

On or before November 1 and May 1 of each year, the Department shall post a shift and days off assignment roster on the Association bulletin board without assigning officers by name. Officers shall enter their names on this roster in the order of their seniority. No officer, however, shall continue on the same shift for more than 12 consecutive months. Officers who fail to sign the roster in a timely fashion shall be assigned a shift and days off by the Department. Sign up for the November 1 roster shall be completed by December 1 in order to be implemented on January 1. Sign up for the May 1 roster shall be completed by June 1 in order to be implemented by July 1. Employees who are reassigned in the middle of the semi-annual shift cycle shall not be able to bump other employees upon reassignment.

This section does not apply to probationary employees, who may be assigned to shifts within the discretion of the Department.

12.7

Employees who report for their regular shifts shall be compensated for a minimum of three (3) hours of work or pay unless given advance written notice not to report.

12.8

Employees who are assigned to special assignments, such as School Resource Officer, Traffic Officer, Investigations, etc. may be placed on a flexible schedule, consisting of a forty-hour (40 hour) shift, which varies from day-to-day and week-to-week, as necessary to perform duties of their position. Such employees will notify the supervisor of their shift needs and will obtain approval to work extra hours in a workday with a corresponding reduction in their hours in another workday in the same work week. Flexible work schedules shall be established only upon mutual agreement between the employee and the City. The City reserves the right to discontinue special assignment flexible schedules and return the employee to one of the work schedules specified in Section 12.1.

12.9

Employees who are assigned to light duty or placed on administrative leave may be automatically placed on a 5-8, Monday through Friday work schedule, at the discretion of the City.

ARTICLE 13 - OVERTIME AND PREMIUM PAY

13.1 Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

- (a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any work day.
- (b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any work day.
- (c) For employees assigned to a 5-9/4-9 schedule, all work in excess of nine (9) hours on any workday.
- (d) All work in excess of forty (40) hours in a workweek for employees assigned to a 5-8 or 4-10 schedule. All work in excess of forty-four (44) hours in a workweek for employees assigned to a 5-9/4-9 work schedule (during the 5-9 shift week). All work in excess of thirty-six (36) hours in a workweek for employees assigned to a 5-9/4-9 work schedule (during the 4-9 shift week).
- (e) For employees assigned to a special assignment flexible schedule, all work in excess of forty (40) hours in a work week.

For the purpose of Subsections (a), (b) and (c) above, a "workday" shall be defined as one (1) twenty-four (24)-hour period commencing at the start of the employee's scheduled shift.

Notwithstanding Subsection (d) above, if time worked in excess of thirty-six (36) hours, forty (40) hours, or forty-four (44) hours per work week is due to shift changes and the total hours worked do not exceed one hundred seventy-one (171) hours during a work period of twenty-eight (28) consecutive days, it shall not be considered as overtime provided the provisions of Article 12.5 and Article 26.2 are followed.

For the purpose of section 13.1, the only non-worked paid time that will be considered "hours worked" will be vacation hours, holiday hours and jury duty hours. Compensatory time, sick leave, bereavement leave and other non-worked paid time will not be considered "hours worked" for overtime purposes.

All overtime pay shall be computed to the nearest one quarter (1/4) hour.

13.2 Form of Compensation

The employee may elect to be compensated for all overtime in cash, or he/she may elect to accrue compensatory time, to the extent such is allowed by law, to a maximum accrued balance of sixty (60) hours, with the remainder to be paid in cash. In the event any employee elects to be cashed out of any portion of his/her compensatory time, payment will be made on the City's next payday, provided the employee has submitted a written request for payment to the Payroll Department at least ten (10) days in advance.

13.3 Callback

Authorized court and call-back overtime shall be compensated at the below minimums:

- (a) On a Scheduled Workday: Three (3) hours - but this minimum shall not apply if the court or call-back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift.
- (b) On a Scheduled Day Off: Three (3) hours - Scheduled days off include scheduled leave days, provided the employee complies with current court notification procedures.

As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on call-back until finally released for the day by the court.

13.4 No Pyramiding

The City shall not be required to pay twice for the same hours.

ARTICLE 14 – SICK LEAVE

14.1 Accrual

Full time employees shall accrue sick leave at a rate of eight (8) hours per calendar month of employment. No employee shall accrue more than twelve hundred (1200) hours of sick leave.

14.2 Utilization

Accrued sick leave may be used to compensate an employee for absences from regularly scheduled working time for the following purposes:

- a. When the employee is unable to work due to an off-the-job injury or illness.
- b. When the employee is unable to work due to an on-the-job injury or illness as described in Section 14.5 of this Agreement.
- c. To attend doctor or dental appointments.
- d. Employees may also use up to one (1) day of sick leave per occurrence in the event of an illness or injury in their immediate family which necessitates making arrangements or caring for the ill or injured immediate family member. Members of the employee's immediate family are defined as relatives, dependents and domestic partners domiciled in the employee's household. "Domestic partner" shall be as defined in Section 29.1 of this Agreement.

Variations to this policy must be approved by the Chief of Police prior to authorization of sick leave.

14.3 Verification of Illness or Injury

The City may require an employee to submit certification by a physician or health care professional or other acceptable verification of the reason for utilization of sick leave as a precondition to payment of sick leave whenever the employee's absence exceeds three (3) consecutive workdays or whenever the City has an objectively reasonable concern (e.g. questionable patterns of usage, etc.) regarding the employee's usage of sick leave, after providing the employee an opportunity to negate the concern.

14.4 Abuse of Sick Leave

Abuse of sick leave shall constitute just cause for disciplinary action up to and including termination of employment.

14.5 Integration with Workers' Compensation

In the case of on-the-job injuries or illnesses covered by Workers' Compensation, the City will provide to the employee an amount equal to the difference between the payments received for Workers' Compensation time-loss benefits and regular net salary. The difference shall be deducted from the employee's sick leave.

Whenever an employee receives a check for Workers' Compensation time-loss benefits, he/she shall turn said check over to the City.

14.6 Retirement or Death

The City will report the unused sick leave balances of employees who leave the City's employment to the Public Employee's Retirement System (PERS) for crediting toward their retirement, consistent with applicable law.

14.7 Sick Leave Donations

Employees with a minimum of two hundred forty (240) hours of unused sick leave may donate their accrued sick leave benefits to other City employees who have exhausted all their paid leave banks (e.g. vacation, compensatory and sick leave) and who:

- Have applied for Long Term Disability (LTD) insurance and do not have enough paid leave to cover until LTD becomes available; or
- Have applied for and are eligible to receive Family Medical Leave (FMLA and/or OFLA) to care for an ill or injured family member and do not have enough paid leave to cover the expected duration of the FMLA/OFLA leave.

Donations of accrued sick leave benefits are subject to the following conditions:

- a. Any employee seeking to donate benefits must maintain a minimum of two hundred (200) hours of accrued sick leave.
- b. Sick leave donation requests must be submitted to Human Resources in writing.
- c. Sick leave donations are made voluntarily and anonymously.
- d. Sick leave donations will be converted to a dollar amount based on the hourly wage of the person donating the leave. This amount will then be converted back to hours based on the hourly wage of the employee receiving the leave.
- e. Donations will be removed from the donor's sick leave bank and credited to the receiving employee upon approval of the leave request.

- f. Donated leave not utilized by the receiving employee within ninety (90) days of the date of transfer will be converted to the donor's hourly wage and credited back to his/her sick leave bank.
- g. Donations of sick leave time will be granted and used as needed on a "first in-first out" basis.

ARTICLE 15 – HOLIDAY COMPENSATION

In lieu of holidays off, each full-time employee shall earn the equivalent of twelve (12) holidays annually (to equal ninety-six (96) hours annually.) Holiday pay will accrue on a monthly basis at the rate of eight (8) hours credit for each full month worked. Holiday credits will be prorated for newly employed officers, officers who resign, are terminated or otherwise suffer a break in seniority, and partial months of work.

An employee may elect to cash out up to forty eight (48) hours holiday credit on the payday immediately following July 1st, provided he/she submits a written request for payment to the Payroll Department at least ten (10) days in advance.

ARTICLE 16 – VACATIONS

16.1 Accrual

Vacations shall accrue as follows:

- One week (40 working hours) shall be earned after six (6) months of continuous employment.
- Six and two-thirds hours shall accrue during each month after the first six (6) months for the next thirty (30) months (i.e., 2 weeks each year through the third year of employment.)
- After three (3) years of continuous employment two (2) personal days (16 hours) shall accrue each year in addition to the two (2) regular weeks (80 hours) of vacation (i.e., 2 weeks and 2 days each year during the fourth and fifth years.)
- After five (5) years of employment, vacation shall accrue at three (3) weeks (120 hours) per year (i.e., 3 weeks per year during the sixth year.)
- After ten (10) years of employment, four (4) weeks (160 hours) shall accrue per year (i.e., 4 weeks during the eleventh year.)

- After fifteen (15) years of employment, four (4) weeks and three (3) days (184 hours) shall accrue per year.
- After twenty (20) years of employment, five (5) weeks (200) hours shall accrue per year (i.e., 5 weeks during the twenty-first year.)

16.2 Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Between June 1st and 15th and December 1st and 15th of each year, the City shall post a vacation sign-up roster for the following six-month (6-month) period. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the year in which vacation is available on a seniority basis. After the seniority vacation selection, as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

16.3 Separation

All employees shall be entitled to payment for unused vacation/holiday and compensatory time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

16.4 Vacation Sell-Back

Employees, who have used at least forty (40) consecutive hours of vacation time within the fiscal year, may at their option, elect to be paid for up to forty (40) hours of accrued vacation in addition to vacation time taken. Payment requests must be submitted in writing with an employee's time sheet and will be paid on the next payday.

16.5 Carryover

Earned vacation should be used during the following year. An employee with less than five (5) years service may accrue a maximum of one hundred sixty (160) hours vacation. Employees with more than five (5) years service may accrue a maximum of two hundred forth (240) hours.

ARTICLE 17 – OTHER LEAVE WITH PAY

17.1 Bereavement Leave

In the event of death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster children, step parents, step siblings, step children, domestic partners and other relatives not listed, but residing in the employee's household) an employee shall be granted

a leave of absence up to three (3) calendar days with pay, depending on the employee's necessity to travel and make funeral arrangements. Additional leave of absence may be granted on an individual basis and requests must be approved in advance by the Chief of Police or designee. This leave is non-cumulative. Domestic partner shall be defined in Section 29.3 of the Agreement.

17.2 Military Leave

The City will abide by all applicable laws.

17.3 Witness or Jury Duty

If an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond the employee's control and where such duties are in the public interest, the employee will be continued at full salary and benefits for the period of required service. All monies received as witness fees or pay for jury duty, except for mileage allowance, must be signed over to the City, unless such fees were earned on the employee's days off or during other authorized leave. The employee shall be required to report to work when less than a normal day is required by jury or witness duties. If the employee works night or evening shifts, the employee shall be transferred to day shift during the time the employee is required to serve as juror or witness.

This leave policy does not extend to personal interest court appearances such as, but not limited to, divorces or lawsuits not related to employment.

17.4 Family Medical Leave

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

ARTICLE 18 – LEAVE OF ABSENCE WITHOUT PAY

An extended leave of absence without pay, not to exceed three (3) months, may be granted by the City Administrator. An additional three (3) months may be granted in the event of hardship and requested in writing at the discretion of the Chief of Police. Employees requesting such leave must do so in writing and must establish reasonable justification for approval.

ARTICLE 19 – MILEAGE AND EXPENSES

19.1 Mileage Reimbursement

Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the IRS rate as of the preceding January 1st.

19.2 Expenses

Reimbursement for subsistence on official trips shall be the amount of actual and reasonable expense incurred during the performance of official duty as a City employee for the City's benefit.

ARTICLE 20 – CLOTHING AND UNIFORM

20.1 Uniform

If an employee is required by City policy to wear a uniform, such uniform shall be furnished by the City, and the City shall pay for initial tailoring. Any required footwear is specifically excluded from this provision and shall be the responsibility of the employee to provide. Newly hired employees will receive leatherwear (gun-belt, holster and other typical equipment on the gun-belt), as well as a firearm, at no cost. Additionally, employees with at least three (3) years of service will be eligible for replacement of leatherwear (gun-belt, holster and other typical equipment on the gun-belt), by the City at no expense to the employee. Thereafter, employees will be eligible for this replacement every five (5) years. The City will also provide firearms for employees for duty, provided that the Chief of Police shall determine which firearms are acceptable for duty. The employees shall make restitution to the City for loss or damage to any City supplied uniform, unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee.

20.2 Clothing Allowance

The City will provide a clothing allowance for employees while assigned to plain-clothes duty at the rate of \$50.00 per month. The provisions of this section shall apply only to sworn personnel who wear plain clothes seventy-five percent (75%) or more of duty time calculated monthly.

20.3 Property Reimbursement

The City shall reimburse employees for the reasonable costs of personal property reasonably and necessarily worn or carried and which is not furnished by the City when such property is stolen, damaged or destroyed as a direct result of the employee's performance of his/her official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage or destruction.

20.4 Cleaning

The City shall provide for cleaning of the uniform specified in 20.1 above in a manner specified by the City.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 Process

To promote better relations, the parties agree to settle any disputes as to the meaning, interpretation, or application of the Agreement by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within ten (10) days from the occurrence thereof, or of the employee's knowledge thereof, or from the time the employee should reasonable have become aware. The notice shall include:

- a. A statement of the grievance and relevant facts;
- b. Specific provision(s) of the contract alleged to have been violated; and
- c. Remedy sought.

The supervisor shall respond to the grievance in writing within seven (7) days of receipt of the grievance, with a copy to the Association.

STEP 2: If after seven (7) days from the date of receipt of the response of the supervisor, the grievance remains unadjusted, the grievance may be submitted to the Chief of Police. The Chief may meet with the aggrieved part, who may request an Association representative at the hearing. The Chief shall respond to the grievance in writing within seven (7) days of the Chief's receipt of the grievance.

STEP 3: If after seven (7) days from the date of receipt of the Chief's response the grievance remains unadjusted, the grievance may be submitted to the City Administrator, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within ten (10) days of the City Administrator's receipt of the grievance.

STEP 4: If the grievance is not resolved at Step 3, it may be submitted by the Association, within fourteen (14) days of the Association's receipt of the City Administrator's decision, to arbitration. The arbitrator shall be selected by mutual agreement of the parties as follows:

A list of seven (7) Oregon arbitrators shall be requested from the State Mediation and Conciliation Service, and the parties shall alternately strike one (1) name from the list until only one (1) is left. The first strike shall be determined by a coin toss. The one remaining shall be the arbitrator. One (1) day will be allowed for the striking of each name.

The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties specifically agree that, in the event issues are submitted to arbitration, the decision shall be strictly limited to those issues disputed by the parties.

The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the cost of presenting its own case to arbitration.

21.2 Time Limits

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" shall be defined as calendar day. Failure by the Association to submit and advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

22.1 Definition

Disciplinary action or measures for violations of rules or regulations shall include only the following: Oral reprimand, written reprimand, demotion, suspension, reduction in pay, other monetary assessment or discharge. Notice of suspension or discharge will be given in writing. Regular employees are subject to discipline or discharge for just cause.

22.2 Process

If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

22.3 Association Representation

Employees shall have the right to be assisted by the Association representative during interviews or hearings that may reasonably lead to disciplinary action, consistent with Addendum A.

ARTICLE 23 – PERSONNEL FILE

23.1 Material in File

No material in any form, which can reasonably be construed, interpreted or acknowledged to be derogatory shall be placed in the employee's personnel file unless she/he has been allowed to read such material.

23.2 Access

Any employee upon his/her request shall have access to his/her personnel file and shall have the right of reproduction of his/her personnel file in full or in part. A charge may be accessed for providing such copies, consistent with the City's policies. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Troutdale Police Department, the City Administrator or his/her staff or a court of competent jurisdiction. The employee shall be notified of any additions, deletions or release of information to or from any personnel file of that employee.

ARTICLE 24 – SENIORITY

24.1 Definition

Only full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability except as provided below shall be included in the employee's total unbroken length of service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days, such time in excess of fifteen (15) days shall not apply to seniority, provided that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days, except as provided below. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority, but shall accrue no seniority during the time they work outside the unit.

24.2 Loss of Seniority

Seniority shall be broken and the employment relationship will be terminated if an employee:

- a. Quits;
- b. Is discharged for just cause (regular employees) or at will (probationary employees);

- c. Is laid off and fails to respond to a written notice of recall sent by certified mail, return receipt requested, to the last address provided to the City through personnel records within ten (10) days of mailing or five (5) days of delivery, whichever is greater;
- d. Is laid off from work for any reason for eighteen (18) months;
- e. Fails to report to work at the termination of a leave of absence;
- f. While on a leave of absence accepts employment;
- g. Is retired;
- h. Is off on workers' compensation for thirty-six (36) months or otherwise loses his/her reinstatement rights in accordance with ORS Chapter 659.

If an employee's seniority is broken and he/she is subsequently hired to work in the Police Department, his seniority shall run from his most recent date of hire within the bargaining unit.

24.3 Application

Seniority shall apply by classification in the matter of layoff and recall and vacation scheduling.

24.4 Seniority List

The City will provide the Association with a seniority list on January 1st of each year and shall post the list in a conspicuous place available to all employees.

ARTICLE 25 – LAYOFF AND RECALL

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, if such exists, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. The employee shall bump the employee in the lower class with the least seniority. Employees shall be recalled from layoff according to seniority in the classification from which the employees were laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within ten (10) days of notice of termination of layoff.

ARTICLE 26 – SHIFT AND DAYS OFF BIDDING

26.1 Rotation

All shifts shall be rotated in the manner set forth in Article 12.6 of this Agreement.

26.2 Shift and Days off

Between regular shift rotations, the Chief of Police or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department reassign employees to a different shift. Such good faith assignments shall not be grievable, but the employees shall receive seven (7) calendar days notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief of Police.

26.3 Overtime Waiver

For the purpose of this article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than eight (80) hours in a fourteen (14) day period or work more than five (5) consecutive days.

26.4 Supervisor Availability

A Department supervisor or Sergeant will be on duty or on call. If no Sergeant is on duty, one will be designated “on call.” The “on call” Sergeant will answer a page or call within fifteen (15) minutes.

ARTICLE 27 – PROBATIONARY PERIOD

27.1 Definitions

- a. For individuals who have less than twenty-four (24) months satisfactory previous experience with a state, county or municipal law enforcement agency, the probationary period shall be eighteen (18) months.
- b. For individuals with at least twenty-four (24) months satisfactory previous experience with a state, county or municipal law enforcement agency, the probationary period shall be twelve (12) months.

Prior to completion of the probationary period, employees may be discharge at will and such discharge shall not be subject to the grievance procedure.

27.2 Promotional Probation

All probations shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, for any reason, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification he/she held prior to being promoted.

ARTICLE 28 – TRAINING

28.1 Training

- a. Mandatory Training – An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:
 1. All receipted course registration fees, tuition and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
 2. All mileage and subsistence reimbursement shall be paid in accordance with City policy.
 3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.
 4. Employees will not be reimbursed for lunch unless so designated by the Chief of Police.
- b. Voluntary Training – Training to which an employee is not specifically assigned pursuant to "a" above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

28.2 Instructor's Pay

Employees who instruct Department members will receive \$1.00 per hour while providing such instruction. All such instructors must be approved by the Chief of Police.

In the event the officer works overtime in a workweek in which he/she is assigned field training officer or instructor duties, he/she will be paid overtime at the rate in effect when

the overtime is worked. Any approved Spanish language premium will, likewise be included in the rate on which overtime is computed.

ARTICLE 29 – INSURANCE BENEFITS

29.1 Medical and Vision Insurance

The City agrees to make available to full-time employees (employees who are regularly scheduled to work 40 hours per week) and their eligible dependents the CCIS Employee Benefits Services Trust Plan V-A (\$100 Deductible) with Vision Option or CCIS Employee Benefits Services Trust Kaiser Permanente Medical Plan B with Vision and Drug Plan. Effective April 1, 2005, ninety-five percent (95%) of the premium cost will be paid by the City and five percent (5%) of the premium cost will be paid by the employee, irrespective of the Plan selected.

In the event that the City hires part-time employees to perform bargaining unit work, those employees will be eligible to participate in the above described plans, with the following sharing of premium costs: the City will pay for ninety-five (95%) of the premium costs for employee-only coverage with the employee paying five percent (5%); the City will pay fifty percent (50%) of the premium costs for two-party coverage, with the employee paying the other fifty percent (50%) and the employee will bear any additional costs in excess of the above costs for family coverage. For the purpose of this policy, a part-time employee shall include bargaining unit employees who are regularly scheduled to work between twenty (20) and thirty-nine (39%) hours per week.

Employees who elect not to take the City's medical and vision insurance will receive a twenty-five (\$25) per month payment in lieu of such coverage. The right to such payments will become effective on the month following the date this Agreement is signed by both parties and is limited to a percentage of the overall number of City employees who are eligible for coverage, as restricted by the carrier. This "opt out" provision is further limited to the medical and vision insurance plans. Employees must participate in the group dental plan, as described in Section 29.2, below.

29.2 Dental Insurance

The City agrees to make available to eligible full-time employees and their eligible dependents the current dental insurance plan or a substitute plan of equal to or better than the benefit level with ninety-five percent (95%) of the premium cost paid by the City and five percent (5%) of the premium cost paid by the employee.

29.3 Domestic Partners

For the purpose of Sections 29.1 and 29.2 of this Article, where insurance benefits are extended to "spouses," a domestic partner shall be considered a spouse. A "domestic partner" is defined as an individual of the same sex who lives with the employee and has fulfilled the requirements contained in an "Affidavit of Domestic Partnership" form available from Human Resources.

Employees who have fulfilled the requirements set forth in this form will be eligible for insurance benefits available to spouses, except as limited by insurance carriers. Employees are obligated to promptly notify Human Resources if domestic relations end.

29.4 Life and Disability Insurance

The City agrees to provide a long term disability insurance plan for all employees. The City agrees to maintain such insurance or a substitute plan of the same service delivery type at substantially the same or a better benefit level at no cost to the employee. The City agrees to provide life insurance at twenty-thousand dollars (\$20,000) for all employees.

29.5 Change of Plans

If the insurance carrier, at its sole discretion, changes a plan or plans during the term of this Agreement, the Association waives all rights to bargain or grieve this change.

If the insurance carrier cancels a plan or plans during the term of this Agreement, the City and Union shall confer over replacement plan(s). The Association waives its right to bargain the decision to cancel, but the City shall enter into impact bargaining. The City may implement the replacement plan(s) as it deems necessary to assure coverage during the pendency of bargaining.

29.6 Retirement

Employees shall continue to contribute six percent (6%) of salary to PERS. The City shall withhold from the salary of employees the employees' PERS contributions, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of payments to PERS by the employee.

Employees shall have no option to receive the amount withheld and contribute directly instead of having it paid by the City to PERS. For the limited purpose of Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the City as a pre-tax contribution as the terms "picks up" is used in the Internal Revenue Code.

29.7 Liability

The City shall continue liability protection at least equal to the current level.

29.8 Criminal Investigation/Charge Reimbursement

- a. The City agrees to reimburse the officer for all reasonable, usual and customary legal fees charged by an attorney to represent the employee as a direct result of criminal charges or a criminal investigation arising out of the officer's performance of his/her duties as a police officer. The reimbursement shall not be made if:

1. The officer is convicted by verdict or plea, or pleads no contest to criminal charges arising from the incident, or does not appeal termination from the Department; or
 2. The Department terminates the employee based upon the officer's actions that form the basis for the possible or actual criminal liability, and the Department sustains the discipline through the grievance arbitration process.
- b. Any reimbursement required from the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member arising out of the incident and are subject to the following maximum reimbursement.
- Legal fees relating to a grand jury investigation and/or appearance: \$5,000;
- Legal fees relating to post-grant jury indictment or other charging instrument: \$10,000.
- c. Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. The City may submit the bill to the Oregon State Bar Association for review for compliance with reasonable, usual and customary fees charged for such matters. The Oregon State Bar Association's determination shall be final and binding for the City's obligation under this Article.

ARTICLE 30 - WAGES, SALARY RANGE AND SCHEDULE MOVEMENT

30.1 Wages

- a. Effective July 1, 2004, the wages of Association members will be increased by one and one-half percent (1 ½%) across-the-board.
- b. Effective April 1, 2005, the salary schedule set forth in Schedule "A" will be increased by one and one-half percent (1 ½%).
- c. Effective July 1, 2005, the salary schedule set forth in Schedule "A" will be increased by one and one-half percent (1 ½%).
- d. Effective April 1, 2006, the salary schedule set forth in Schedule "A" will be increased by one and one-half percent (1 ½%).

The monthly wage scale is attached as Schedule A.

30.2 Schedule Movement

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of the equivalent of six (6) months of service. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification, effective on the first day of the next pay period following the completion of each twelve (12) months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the Chief of Police Administrator certifying that the employee had been making normal improvement in the ability to carry out his/her job assignment.

Advancement may be withheld or postponed in the event the employee is not performing his or her job assignment satisfactorily.

30.3 Demotion

Unless a lesser sanction is provided by the Chief of Police, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as he/she occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

30.4 Salary Range Changes

When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

30.5 Pay Periods

The City shall pay employees once every two (2) weeks.

ARTICLE 31 - EDUCATION INCENTIVE/LONGEVITY/PREMIUMS

31.1 Certification/Education

Members of the bargaining unit shall be eligible for certification and educational incentive pay to be applied to the first step of the current salary range after meeting each of the following requirements:

6% Intermediate or advanced certificate from D.P.S.S.T., or Bachelors degree from an accredited institution, or A.A. degree generally related to law enforcement.

8.5% Advanced certificate from D.P.S.S.T. and either a Bachelors degree from an accredited institution or A.A. degree generally related to law enforcement.

The employee shall both request in writing payment for certification and educational pay and provide verifiable documentation to the Human Resource Manager of the requirements identified in this Article. In lieu of a certificate from DPSST, a written statement from the DPSST that the employee has met the eligibility requirements signed by an authorized agent of the DPSST shall suffice. Payment shall start with next payroll period.

31.2 Longevity

Longevity merit incentive shall be paid on a percentage of the first step of the officer's pay range in accordance with the following schedule:

- 2% after five (5) years of service;
- 3% after ten (10) years of service;
- 4% after fifteen (15) years of service; and
- 5% after twenty (20) years of service.

31.3 Premium Pay

Officers shall qualify for the following premium pay:

Field Training Officer: F.T.E.P. qualified officers will receive \$1.00 per hour while assigned as a field training officer. Instructors will receive \$1.00 per hour while providing in-service instruction to Department members. All such instructors must be approved by the Chief of Police.

Spanish Language: \$100.00 per month. The City will determine what is an acceptable level of proficiency and the appropriate testing to determine proficiency.

ARTICLE 32 – WRITTEN RECORD OF COMPLAINT

It is agreed that no member of the bargaining unit will be required to write a report to the City on any complaint against them (by persons in or outside of the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required by any employee, they will be furnished a copy of said signed complaint.

ARTICLE 33 – SAVINGS CLAUSE

If any Article or Section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, or applicable administrative agency, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 34 - TERM OF AGREEMENT

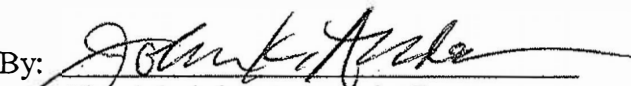
This Agreement shall be effective as of the date of its signing by both parties or as otherwise specified herein and shall remain in full force and effect through June 30, 2006.

It shall remain in full force from year to year thereafter, unless either party shall serve written notice upon the other of a desire to terminate the Agreement no later than February 1 of the year it would otherwise expire. This contract shall remain in full force and effect during the period of negotiations.

**FOR: THE CITY OF TROUTDALE,
OREGON**

By: 
Chief of Police

Date: 3/25/05

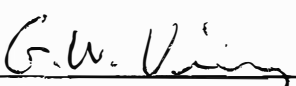
By: 
City Administrator (Acting)

Date: 3/24/05

**FOR: THE TROUTDALE POLICE
OFFICERS' ASSOCIATION**

By: 
President

Date: 3-25-05

By: 
Vice President

Date: 3-25-05

SCHEDULE "A"

The following monthly wage scale shall be effective from July 1, 2004 through June 30, 2006:

Effective July 1, 2004:

	STEP A	STEP B	STEP C	STEP D	STEP E
Patrol	3412	3583	3762	3950	4148

Effective April 1, 2005:

	STEP A	STEP B	STEP C	STEP D	STEP E
Patrol	3463	3636	3818	4009	4209

Effective July 1, 2005:

	STEP A	STEP B	STEP C	STEP D	STEP E
Patrol	3515	3691	3876	4070	4274

Effective April 1, 2006:

	STEP A	STEP B	STEP C	STEP D	STEP E
Patrol	3568	3746	3933	4130	4337

ADDENDUM A

INTERVIEWS/INVESTIGATIONS

In the event an employee is interviewed concerning conduct which would likely result in disciplinary action, other than an oral or written warning, the following process shall be followed to the extent circumstances permit:

- a. The employee will be informed in writing of the nature of the allegations and the nature of the investigation, within a reasonable time prior to the interview. The employee will also be notified that he/she has a right to consult with an Association representative and to have an Association representative present at the interview. However, the employee's right to an Association representative shall not unduly delay the interview.
- b. Interviews covered under this section shall, to the extent practical, take place at City facilities.
- c. Either party may tape record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.
- d. In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for insubordination for refusing to answer such questions. In no circumstances will an employee be compelled to take a polygraph test, nor will a polygraph test be used to infer truth in any matter under investigation.
- e. In situations involving the use of deadly force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of deadly force. All employees involved in the use of deadly force shall be provided the opportunity to meet with a psychologist at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the therapist he/she wants to visit and shall notify the City. If the City objects, the employee may either choose to see another therapist mutually agreeable between the employee and the City, or pay for the therapy himself/herself. In either event, 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.
- f. In the event a complaint is received from a citizen or other person outside the Department, that complaint will be referred, to a sworn police supervisor for follow-up contact and documentation in writing.

- g. In the event the Chief of Police determines that the matter in question justifies an Internal Affairs Investigation, an Internal Affairs investigator, who shall be a sworn police officer, shall be designated by the Chief of Police.
- h. Prior to any interview or special examination, the officer under investigation will receive confidential written notification of the complaint. This notification will include a copy of the original complaint or a summary adequately listing the relevant facts.
- i. Officers under investigation shall not be subjected to offensive language, nor threatened with transfer, dismissal, or disciplinary action during an interview and shall be devoid of coercion and intimidation. No promise or reward shall be made by the Internal Affairs investigator as an inducement to answer any questions.
- j. The accused officers will be given an opportunity to explain their actions to the Chief of Police prior to the imposition of any disciplinary action.

ADDENDUM B

DRUG AND ALCOHOL POLICY

The City of Troutdale and the Troutdale Police Officers Association recognize a responsibility to the citizens of Troutdale to maintain a safe and productive working environment. Consistent with this commitment, the City and the Association have agreed to this Drug and Alcohol Policy.

A. PROHIBITED CONDUCT

The following conduct is strictly prohibited:

1. Buying, selling, transporting, distributing or possessing drugs or alcohol during working hours, including rest and meal periods, except as necessary in the performance of duties (confiscated evidence, approved undercover operations, etc.)
2. Buying, selling, consuming, distributing or possessing drugs and alcohol during non-working hours in City vehicles or on City property, except alcohol consumed in City parks and buildings at City parks for sanctioned events (weddings, beer garden, etc.)

An employee is considered to be “under the influence of alcohol if his/her alcohol concentration is .02 or greater by weight of alcohol in the blood *or* by volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than .02 are considered a negative result. An employee is considered “under the influence” of drugs (excluding lawfully prescribed substances which are being used in a manner consistent with a physician’s instructions) if the employee tests positive for having such substances present in his/her body.

3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense. All drug and alcohol-related arrests, convictions and plea bargaining agreements must be promptly reported to the Director of Human Resources.
4. Failing to comply with City directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by rehabilitation counselors or by the City pursuant to Section C of this Policy.

For the purpose of this policy “drugs” refers to the following five substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP) and amphetamines.

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

B. TESTING

The City may require an employee to immediately submit to blood or breathalyzer testing to detect alcohol or urine testing to detect drugs in the following circumstances:

1. Probable Cause - Where the City has probable cause to believe that an employee has violated the prohibitions of this Policy concerning reporting to work or being at work "under the influence of" alcohol or drugs.

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

2. Rehabilitation Treatment – Where testing is required pursuant to a Rehabilitation Agreement imposed by the employee's rehabilitation counselor or by the City, as set forth in Section C of this Policy.

All testing will be conducted at a laboratory certified by the DOT in accordance with the standards disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second confirming test from the same sample using GCMS testing methodology before the test result is reported as positive.

Drug test results will be reported to the Director of Human Resources and Chief of Police and will be considered medical records and released only on an "as needed" basis.

An employee who tests positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result. The cost of the retest shall be borne by the employee, unless the retest shows the original positive result was in error.

The time spent by an employee in traveling to and from the collection site as well as time spent in testing shall be treated as hours worked for pay purposes.

Employees who are required to submit to probable cause or post-accident testing are prohibited from driving themselves to or from the collection site. A management or supervisory employee will be designated for transport.

C. CONSEQUENCES OF VIOLATIONS

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

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

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

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

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

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

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

Employees who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth in Section C.1., above. The City will consider the following factors in exercising its discretion: the employee's length

of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCES TO DISCIPLINE AND DISCHARGE SET FORTH IN THIS POLICY AND REHABILITATION AND RETURN TO WORK AGREEMENT ARE NOT INTENDED TO SUPERCEDE "JUST CAUSE" REQUIREMENTS.