

COLLECTIVE BARGAINING AGREEMENT

between the

ONTARIO POLICE ASSOCIATION

and the

CITY OF ONTARIO POLICE DEPARTMENT

**for the Period July 1, 2015
through December 31, 2017**

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ARTICLE 1 – PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the City of Ontario, Oregon, hereinafter referred to as the “City” and Ontario Police Association, hereinafter referred to as the “Association or Union”, and to set forth herein rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto.

ARTICLE 2 – RECOGNITION

Section 1. Included Positions.

The City recognizes the Association as the sole and exclusive bargaining agent for all regular and part-time employees, other than those described in Section 3, in the Police Department holding the positions of: Police Officer (which includes Patrol Officer, Motorcycle Patrol Officer, School Resource Officer, Detective and Canine Officer), Police Support Specialist, Evidence Technician, Ordinance Control Officer, and any other employee paid by the City as an employee of the Police Department who is not a confidential employee as defined by the Oregon PECBA, with respect to wages, hours and other conditions of employment.

Section 2. Excluded Positions.

The Association and City agree that the classification of Sergeant, Lieutenant, Captain, Police Chief, and Police Secretary are excluded from the bargaining unit as supervisory and confidential personnel.

Section 3. Part-time Temporary Employees.

Part-time temporary employees hired by the City, to work in classifications represented by the Association, may work no more than twenty (20) hours in any seven (7)-day work week; and will not be employed by the City in a part-time temporary position for more than five hundred twenty (520) hours in any twelve (12) consecutive months. Part-time temporary employees that exceed the above limitations will automatically become regular part-time employees subject to the terms of this Agreement.

The City will provide written notice to the Association of any part-time temporary employee hired to do Police Department work.

ARTICLE 3 – EMPLOYEE AND UNION RIGHTS

Section 1. 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, union affiliation, political affiliation, sexual orientation or handicap/disability except as provided by law.

The Union shall share equally with the City the responsibility for applying the provisions of this Agreement.

Section 2. Right to Union Association.

Employees shall have the right to form, join and participate in the activities of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or 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 any employee organization because he/she exercises these rights.

Section 3. Dues Deduction.

All employees within the bargaining unit shall be required to pay Union dues. The City will begin deducting Union dues or other deductions beginning with completion of the first full month of employment and will continue to make the regular deduction until such time as the Union notifies the City in writing that the employee has withdrawn his/her membership. The aggregate deductions of all dues payers together with an "itemized reconciliation" which designates members and nonmembers (Fair Share payers) shall be remitted by electronic funds transfer (EFT) to the Union designated account, no later than the tenth (10th) of the month following the month for which the deductions were made, electronically to an email address provided by the Union. Payroll deductions for insurance purposes shall be submitted in a separate check.

The "itemized reconciliation" of Union members and the "itemized reconciliation" of Fair Share payers shall include:

- A. A heading indicating the name of the employer, the period covered and whether it is a reconciliation for dues payers or Fair Share payers;
- B. A listing of the dues payers or Fair Share payers:

Name
Base Pay
Dues or Fair Share Amount Paid.

The City agrees to automatically adjust the dues amount or Fair Share payment for employees whose base salaries increase or decrease during the term of this Agreement.

Section 4. Notification of Union Coverage.

When a person is hired in any classification represented by the Union, the City shall notify him/her that the Union is his/her recognized bargaining representative.

Section 5. Fair Share.

Fair Share will be administered as follows:

- A. All employees covered by the terms and conditions of this Agreement shall either become members of the Union or make payment in lieu of dues (Fair Share payment) to the Union, and the City shall notify all new employees of this requirement at the time of employment. Fair Share payments shall be deducted from the wages of nonmember employees in

accordance with ORS 243.650 (10) and 243.666 or the appropriate ORS as hereinafter codified as Oregon law. The aggregate deduction of all Fair Share payments shall be remitted together with an itemized statement to the Union no later than the tenth (10th) of the month following the month for which the deductions were made.

- B. Bargaining unit members who exercise their right of non-membership only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon, in writing, by the employee and the Union, and such payment shall be remitted to that charity monthly by the employee and this fact certified, in writing, by the employee to the City and the Union. Failure to make such payments in two (2) or more consecutive months shall result in the City resuming payroll withholding of Fair Share payments at the written request of the Union, including all delinquent payments.
- C. Fair Share deductions shall be made after completion of the first full month of the employee's service. An employee shall have Fair Share deducted from his/her check for each month or part month he/she works thereafter.
- D. The parties shall cooperate in order that any errors and over/under payments in dues checkoff, withholding or remittance are promptly adjusted. The Union agrees to indemnify, defend and hold harmless the City in its administration of Fair Share and check off provisions of this Agreement.

Section 6. Leaves of Absence.

Upon return from leaves of absence without pay, the City shall reinstate the payroll deduction of Union dues and/or Fair Share payments.

Section 7. Union-Time (Grievants).

The aggrieved employee and representative shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent.

Section 8. Union-Time (Bargaining Team).

Three (3) employees appointed by the Union as members of the Union's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City but shall not receive extra pay for so doing.

Section 9. Bulletin Boards.

The City will permit a suitable bulletin board to be placed in a convenient place in the work area used by employees. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 4 – MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to, directing the activities of the department, determining the levels of

service and the methods, means and personnel by which the City's operations are to be conducted, including the introduction of new equipment; the right to hire, layoff, transfer, promote and demote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically abrogated by the terms of this Agreement.

ARTICLE 5 – POLICE DEPARTMENT MANUAL

The City agrees to furnish each employee of the bargaining unit with a current paper copy or electronic copy of the Police Department Manual. In accordance with the PECBA, the Union shall have the right to meet, consult, and bargain with the City in the formation and modification of policies of the Police Department Manual that are mandatory subjects, safety issues, and/or which have mandatory impacts. Said manual shall be considered as a supplemental document to this Agreement and by reference is incorporated herein.

ARTICLE 6 – PROBATIONARY PERIOD

Section 1. Probation.

For employees who are not police officers, an appointment shall be made for a probationary period of one (1) year from their initial date of hire with the City. This probationary period can be extended by the Chief if, in his/her opinion, the employee has not satisfactorily completed his/her probation and if the Association agrees to the probation extension. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be discharged without appeal or recourse to the grievance procedure.

For employees who are hired as “lateral” police officers, who are DPSST certified at the time of their hire or who can be certified by DPSST through the DPSST police officer equivalency academy, an appointment shall be made for a probationary period of one (1) year from their initial date of hire with the City. This probationary period can be extended by the Chief if, in his/her opinion, the employee has not satisfactorily completed his/her probation and if the Association agrees to the probation extension. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be discharged without appeal or recourse to the grievance procedure.

For employees who are hired as police officers, an appointment shall be made for a probationary period of eighteen (18) months from their initial date of hire with the City. This probationary period can be extended by the Chief if, in his/her opinion, the employee has not satisfactorily completed his/her probation and if the Association agrees to the probation extension. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be discharged without appeal or recourse to the grievance procedure.

Probationary employees are covered by this Agreement and are represented by the Association but may be discharged by the City without just cause, during their probation, so long as the discharge is for a lawful reason.

Section 2. Promotion.

A promotional appointment shall be made for a probationary period of one (1) year. During this probationary period, if the department head believes the employee is not qualified to hold the position to which the employee has been appointed, the employee will be returned to the last position held. It is not discipline for an employee to be returned to their previous position in this circumstance.

ARTICLE 7 – OUTSIDE EMPLOYMENT

Permission to work at outside employment while an employee of the City must be approved in writing by the Chief of Police. A copy of the Chief's written approval shall be provided to the employee and the Association. However, such approval shall not be withheld arbitrarily. In order to be approved, the outside employment must:

- A. be compatible with the employee's City duties;
- B. in no way detract from the efficiency of the employee in City duties;
- C. in no way be a discredit to City employment; and
- D. not take preference over extra duty required by City employment.

If an employee is employed outside the City, and it is deemed by the Chief of Police that such employment is in violation of one of the four guidelines as set forth above and does so notify the employee, in writing, the employee shall be allowed fifteen (15) days in which to terminate such employment. It is understood that the Chief of Police may at any time revoke permission to hold outside employment. Any such revocation shall be provided, in writing, to the employee and the Association.

ARTICLE 8 - DISCIPLINE, DISCHARGE AND SUSPENSION

Section 1. Disciplinary Measures.

Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below, but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Written reprimand;
- B. Reduction in pay;
- C. Suspension without pay;
- D. Demotion;
- E. Discharge.

The City shall not impose discipline of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Verbal counseling: Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. These forms of counseling may serve as evidence for future disciplines. They may be maintained in supervisory or evaluation files to be reviewed and purged, if appropriate, yearly. Nothing in this Article shall be construed to

prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

Section 2. Due Process.

Pre-disciplinary “due process” means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

Section 3. Avoidance of Embarrassment.

If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

Section 4. Association Representation in Interview and Discipline Process.

The City acknowledges the right of the employee to have, upon request, a representative of the Association present at meetings with the employee, which could lead to discipline greater than a verbal reprimand.

Section 5. General Procedures.

A. Potential Discipline Situations.

Any employee who will be interviewed at a disciplinary interview concerning an act, which if proven, could reasonably result in disciplinary action will be afforded the following safeguards:

1. The employee and the Association will be informed in writing that a formal investigation is commencing, at least (48) forty eight hours prior to any disciplinary interview unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation. The Association or employee may request an additional 24 hours prior to the interview if necessary. This written notice will include: the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions

- are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.
2. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.
 3. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
 4. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
 5. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
 6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
 7. 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 City from questioning the employee about information which is developed during the course of the interview.
 8. The City shall tape record the interview and a copy of the complete tape of the interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be provided, or if transcribed provided by the City, and the employee and the Association shall be provided a copy thereof.
 9. Interviews and investigations shall be concluded without unreasonable delay.

10. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within thirty (30) days from the initial interview of the employee by the City of the basis of discipline. If not, the employee will be exonerated of all charges. Upon notice, in writing, timelines may be extended for reasonable discovery purposes.

B. Use of Deadly Force Situations.

Employees involved in the use of deadly force shall be advised of their rights to and 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. The City shall pay for a debriefing with a psychologist in cases of officers involved in use of deadly force.

C. Section 5, relating to General Procedures, shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City only rely upon the involved officer's formal interview statements for all administrative purposes. Should an officer reasonably believe the discipline may result from the informal inquiry, the officer may seek Association representation.

D. Pre-disciplinary hearing/Loudermill.

Prior to any discipline being imposed, the employee, or representative, shall be given the opportunity to meet with the person imposing discipline and provide additional evidence or mitigating circumstances related to the action leading to potential discipline. The employer will provide sufficient discovery regarding the findings of the investigation, witness statements and evidence relied upon to this point within a reasonable period prior to the pre-disciplinary hearing. The employer agrees not to decide on the discipline imposed until after such meeting.

E. Imposing Discipline.

When an investigation results in discipline: Any employee being disciplined will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline imposed.

The employee and Association President or designee, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon, at no cost. The employee shall also be furnished with the names of all witnesses and complainants who shall appear against him or her and/or whose statements shall be used against him or her.

F. Personnel File.

Disciplinary actions may be placed in a personnel file. After three (3) years and absent continued similar misconduct, an employee may request removal of the discipline from the personnel file. Prior to placing any document considered "negative" in any employee's

personnel file, the employee will be given written notice of the document and may provide a rebuttal for the file.

ARTICLE 9 – SENIORITY

Section 1. Determination.

Seniority, as used in this Agreement, is determined by the length of an employee's continuous service with the Police Department since his/her date of hire, regardless of changes in classification.

The City will provide the Union with a copy of the seniority list in July of each year and shall post the list in a conspicuous place available to all employees. In the event two (2) or more employees hold equal time in any classification, the City will use the employee's date of employment application with the City in deciding which employee is to be deemed the senior employee.

Section 2. Credit for Prior Service for Lateral Police Hires.

The Chief may hire police officer laterals at a higher step based on prior years of certified service in Oregon, Washington and Idaho at year for year credit for each full year of service in the other jurisdiction.

Credit for prior service outside the jurisdictions named above will be at the discretion of the Chief of Police.

For pay purposes, current employees who change classifications within the bargaining unit will receive year for year credit for each full year of service with the Ontario Police Department

Section 3. Job Bidding.

Any job classification within the bargaining unit to be filled by the City shall be posted for bid for a period of five (5) working days, excluding Saturdays and Sundays. The job opening may also be publicly advertised at the same time. The bid will state which department has the job opening, qualifications of the job and the rate of pay. During this period, all employees within the bargaining unit will have the right to bid on the opening. Qualified employees will be selected for the job opening on the basis of their seniority and ability, seniority being the governing factor if abilities are equal. If no qualified employees bid on the job within the above-mentioned time period, the City may offer the job to any qualified applicant.

ARTICLE 10 – LAYOFF

Section 1. Order of Layoff.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in their classification. The City will decide in which classification it wishes to lay off employees.

Section 2. Recall.

Employees shall be recalled from layoff in their classification according to their seniority in that classification until twenty-four (24) months from the layoff date. No new employees, temporary employees, or non-regular employees shall be hired in one of the classifications affected by layoff until all employees in that classification on layoff status desiring to return to work have been recalled.

Section 3. Bumping Rights.

The employee may demote to the lowest seniority credit position in any classification for which he/she is qualified within the department. An employee who demotes shall remain at the same years of service salary step within their new classification.

Section 4. Notice Of Transfer to Another Agency.

In the event City Council is presented or receives a resolution to transfer bargaining unit work to a different government entity, absent exigent circumstances, the City shall notice OPA, in writing, within five (5) days. The City acknowledges the right of OPA to demand to bargain the impact of the transfers and, if such demand to bargain is timely made, the City agrees to bargain the impact prior to transfer and under ORS 243.698, and/or as applicable pursuant to ORS 236.605 and ORS Chapter 190.

ARTICLE 11 – ARTICLE 11 – HOURS OF WORK

Section 1. Work week.

- A. A normal work week shall consist of either forty (40) hours in seven (7) work days, including regularly scheduled work days and regularly scheduled days off based on a fifty-two (52)-week year (i.e., a work month will average 173.33 hours); or thirty-seven and one-half (37 ½) hours in seven (7) work days, including regularly scheduled work days and regularly scheduled days off, based on a fifty-two (52)-week year (i.e., a work month will average 173.33 hours).

- B. The intent of Article 11, Section 1, is for the definition of the work week. It shall be understood that for the purpose of shift work that the start of a new work week is Friday at 7 A.M. to coincide with the start of the new work shift.

Section 2. Work shift.

A normal work shift will consist of ten (10) consecutive hours per day on the basis of a four (4)-day work week, or a normal work shift shall consist of twelve and one-half (12 ½) consecutive hours per work day on the basis of a three (3)-day work week. However, The Patrol Division will be divided into two (2) teams with the Patrol Division teams work schedules set forth below.

For part-time employees, a normal work shift shall be the length of their regularly scheduled hours as posted on the work schedule. A part time employee's posted normal work shift will not exceed ten (10) hours.

Section 3. Work day.

A normal work day will consist of twenty-four (24) consecutive hours starting with the beginning of an employee's regularly scheduled work shift.

Section 4. Work schedule.

By December 1 of each calendar year, for the upcoming calendar year, the Police Department shall post an annual work schedule for employees that work shift work showing an employee's regularly scheduled work days, regularly scheduled days off, and regular work shift including regular start and stop times.

Section 5. Patrol Teams.

- A. Each patrol team will rotate on the work schedule as a patrol team. Individual work shifts will be assigned by the City;
- B. Team Hours: Monday through Thursday, four (4) work shifts of ten (10) consecutive hours (4-10s) each; and Friday through Sunday, three (3) work shifts of twelve and one-half (12 ½) consecutive hours each (3-12 ½s). Team rotation will be every twenty-eight (28) days;
- C. The patrol team working the twelve and one-half (12 ½) hour work shifts will have an additional ten (10) hours of work time scheduled by the City during each twenty-eight (28)-day work period in which the twelve and one-half (12 ½) work shifts are worked. This additional ten (10) hours of work time will be scheduled by management for the purpose of training, travel, schooling, special department projects, traffic enforcement, etc. The scheduling of this additional ten (10) hours of work time will be scheduled in one (1) block of time and will be done in such a manner as to minimize the inconvenience to the officer on his days off; and
- D. In regards to Article 12, Section 5 "Overtime" as set forth in this Agreement, both parties agree that no "shift flex" will be allowed to be used for the patrol team employees assigned to work the twelve and one-half (12½) hour work shifts. Any hours worked in excess of the twelve and one-half hour (12½) work shift and the ten (10) hour work shifts will be paid as overtime at the employee's regular overtime rate of pay. All other aspects of paid overtime, as set forth in Article 12 of this Agreement, shall remain the same. (Clarification: The ten (10) additional work shift hours will not be used by an employee or the City to replace hours that would normally be paid to an employee as overtime.)
- E. The following work shifts may be assigned for employees in special assignments:
 - 1. **Investigations/Detectives:** Eight (8) consecutive hours per work day on the basis of a five (5)-day work week, ten (10) consecutive hours per work day on the basis of a four (4)-day work week, or twelve and one-half (12 ½) consecutive hours per work day on the basis of a three (3) day work week, with ten (10) additional hours to be scheduled based upon mutual agreement of the parties during the applicable twenty-eight (28)-day work period.

2. **School Resource Officers:** Eight (8) consecutive hours per work day on the basis of a five (5)-day work week, or ten (10) consecutive hours per work day on the basis of a four (4)-day work week, or twelve and one-half (12 ½) consecutive hours per work day on the basis of a three (3)-day work week, with ten (10) additional hours to be scheduled based upon mutual agreement of the parties during the applicable twenty-eight (28)-day work period. When an SRO is assigned to a patrol team, the SRO will work the same hours as the patrol team schedule.
3. **Ordinance Enforcement:** Either eight (8) consecutive hours per work day on the basis of a five (5)-day work week, or ten (10) consecutive hours per work day on the basis of a four (4)-day work week.

Section 6. Exceptions.

The parties may agree by written memorandum of agreement (MOA) to alternate work shifts for individuals in special assignments.

Section 7. Rest Periods and Meal Breaks.

- A. **Rest Periods.** Employees are entitled to two (2) fifteen (15)-minute paid rest periods during each ten (10)-hour work shift; any work shift over ten (10) hours requires a third (3rd) fifteen (15)-minute paid rest period. Each paid rest period is scheduled at or near the middle of each employee's half shift. All employees are required to follow City policies during such paid rest periods. Paid rest periods shall not interfere with or be detrimental to public safety and employees shall remain subject to call during each paid rest period.
- B. **Meals.** Sworn Officers have a compensated meal break of thirty (30) minutes during each work shift and employees shall remain subject to call during each meal break. Consistent with operating requirements, meal breaks are scheduled at or about the middle of the work shift. Non-sworn employees working 6 or more hours per day will be provided a 30 minute unpaid meal break.

ARTICLE 12 – OVERTIME

Section 1. Overtime Rate.

Employees covered by this Agreement shall be compensated at the rate of one and one-half (1½) times the employee's hourly rate of pay for all hours worked in excess of a normal work shift or work day as defined in Article 11 "Hours of Work", or for all hours of work performed by an employee on their regularly scheduled day off.

Section 2. Prior Approval.

Overtime compensation shall be paid based upon overtime work performed by an employee. However, the parties agree that, except in an emergency situation, no overtime should be worked without prior approval of a supervisor. An employee who works overtime without prior approval of a supervisor will be paid by the City for the overtime worked, but may be subject to discipline for failure to obtain approval of a supervisor prior to working the overtime.

Section 3. Rounding.

Overtime shall be rounded up to the next nearest quarter (1/4) hour for actual time worked except as specified in Section 4 and Section 5 of this Article.

Section 4. Call-Back.

Call-back will be compensated as follows:

- A. An employee recalled or called back for work after completion of his/her regular work shift but within his/her normal workday shall be compensated at the employee's regular overtime rate of pay for a minimum of two (2) hours.
- B. An employee recalled or called-back for work on a day that the employee is not normally scheduled to work or is on approved leave, shall receive not less than four (4) hours overtime pay at one and one-half (1½) times his/her regular rate of pay.
- C. For purposes of Section 4(a) and 4(b) above, a work day shall be defined as a twenty-four (24)-hour period of time that begins when an employee reports to work at the beginning of their regularly scheduled work shift.

Section 5. Shift-Flex.

The City shall have two (2) hours scheduling flexibility at the discretion of management during an employee's work week without the schedule adjustment being subject to the provision of callback or recall. In addition, the City may have four (4) hours of scheduling flexibility if scheduled and posted on the shift schedule with actual notice in writing to the employee, or with mutual consent of the City and the employee, a flex shift may be scheduled within two (2) weeks of the flex shift.

Section 6. Holiday Overtime.

Overtime worked on a holiday (as defined in Article 15 "Holidays") will be paid at the rate of one and one-half (1 ½) times the employee's holiday rate of hourly pay.

Section 7. Mandatory Overtime Scheduling.

Mandatory overtime needed to cover a shift for which the scheduled employee notified the Police Chief or his designee at least two (2) weeks in advance that he/she will be absent will be posted. If no employee volunteers then overtime will be distributed as equally as possible. To ensure that mandated overtime is distributed equally, the City and the Association shall jointly maintain a list of employees that have been offered mandated overtime work and/or been mandated to work overtime. This list shall be posted upon the Association bulletin board and updated each time mandated overtime is required. With regard to maintenance of this list, an employee who is offered and rejects mandatory overtime will be treated the same as an employee who accepted and worked mandatory overtime.

Section 8. Overtime Opportunities.

Overtime opportunities shall be offered to all employees qualified to work the overtime opportunity, on a rotating basis, using a list of all qualified employees based on the employee's date of hire with the Ontario Police Department. With regard to maintenance of this list, an employee who is offered and rejects overtime will be treated the same as an employee who accepted and worked overtime.

(see Appendix "B", MOU dated 11-30-10)

ARTICLE 13 – WAGES

All employees covered by this Agreement shall be paid in accordance with "Schedule A" attached hereto and subject to the following wage adjustments:

Section 1. Wage Adjustments.

Effective upon execution or July 1, 2015, the later, the wage scale will be increased by 3.0% across the board.

Effective July 1, 2016, the wage scale will be increased by 2% across the board.

Effective January 1, 2017, the wage scale will be increased by 2% across the board.

Effective July 1, 2017, the wage scale will be increased by 2.5% across the board.

Effective December 31, 2017, the wage scale will be increased by 0.5% (one-half) across the board.

Section 2. Salaries for New Positions.

The City may create new bargaining unit positions and may establish an interim rate of pay for such positions. The City will negotiate a regular rate of pay for any new bargaining unit positions with the Union. If the parties are unable to agree on a permanent rate of pay for a new bargaining unit position, the parties will use the ORS 243.698 *et seq.*, mid-term PECBA bargaining process to resolve the matter. If the Union seeks resolution through interest arbitration, the City may proceed with the new hire which shall be subject to the final determination of the arbitration.

Section 3. DPSST Incentive.

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

- A. Upon submittal of evidence to the City that said employee has received DPSST Intermediate Certification: three percent (3%) over and above base monthly salary; or
- B. Upon submittal of evidence to the City that said employee has received DPSST Advanced Certification: six percent (6%) over and above base monthly salary.
- C. DPSST incentives are not cumulative.

Employees shall be required to continuously maintain certification in order to receive said pay. The City shall provide the necessary training to each employee so that each employee certified by DPSST may maintain their DPSST certification on an annual basis.

Section 4. Bilingual Premium.

A premium of five percent (5%) of the employee's base salary shall be paid for fluency in Spanish. Fluency shall be determined with a test or other certification process acceptable to the City and to the District Attorney.

Section 5. FTO Incentive.

The City may, on a weekly basis, designate up to three (3) officers to serve as Field Training Officers (FTO) for that week. In exchange for that designation, each officer so designated will receive a five percent (5%) incentive added to their base wage for each week that they are designated as an FTO. This designation and incentive shall also apply to any employee of the Police Department designated as a trainer/coach for a probationary employee. In the event another Officer needs to cover the assigned FTO for a shift, the covering Officer will be paid an additional 5% (five percent) of base hourly wage for the hours worked as assigned.

Section 7. Canine Officer.

A premium of five percent (5%) of the employee's base salary shall be paid for an officer assigned to be the Canine Officer.

In addition, the City will pay the reasonable expenses for food, care, upkeep, and for veterinary care for the City's dog. The Canine Officer shall also be provided a marked police vehicle for the normal and route transport of the City's dog to and from work and for Canine Officer/police dog service work.

In each 28-day FLSA work period, Canine Officers shall be granted sixteen (16) hours of release time as compensation for the time it is necessary for the Canine Officer to care for, groom, feed, and maintain the canine during off-duty hours. The Canine Officer will use his/her best effort to schedule this release time at least seven (7) calendar days in advance. Release time must be scheduled and used by the Canine Officer during the 28-day FLSA work period in which it is accrued. Release time will normally be scheduled to coincide with the beginning or end of a Canine Officer's normal work shift.

Canine Officers are to record actual time spent on the above activities during each pay period and provide that record to the Employer each pay period. Any such non-regular duty work in excess of the paid release time shall require advance written approval from the Chief or his/her designee.

The release time shall include time necessary for the Canine Officer to care for, groom, feed, and maintain the canine on days off, vacation, and holidays when the Canine Officer has the canine in his/her possession. The Canine Officer will thus be entitled to the same paid release time for canine care purposes during a scheduled vacation or holiday when the Canine Officer has the canine in his/her possession.

Hours worked in law enforcement activities by Canine Officers during hours scheduled as paid release time or outside of their regularly scheduled normal work shift shall be compensated at one and one-half (1.5) times the Canine Officer's regular rate of pay.

The parties have reviewed the hours of work actually spent and reasonably required for Canine

Officers to care for the canine outside normal duty hours and agree that those hours approximate the hours of release time granted. However, it is understood that compensation for canine maintenance work performed by Canine Officers outside the regular duty assignment may calculate to be a lesser hourly rate than the Officer's regular pay rate.

The above release time is in addition to the Specialty Pay received by Canine Officers as provided in this Agreement.

Section 8. Payment Upon Employment Termination.

A regular employee terminating employment (voluntary, involuntary, retirement, layoff) with the City will be paid any earned and unpaid wages then due plus any accumulated and unused vacation pay to which the employee is entitled. Payment will be made in accordance with the requirements of Oregon Law.

Section 9. Longevity.

The City recognizes the value and contributions of employees with extended years of service. Effective January 1, 2016, employees with 20 years (240 months) of continuous service with the City, the employee will receive a longevity incentive of 3% base monthly pay.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than fifteen (15) consecutive calendar days, the employee shall be paid at what would be the next higher salary step from the first day of the assignment for the full period of the assignment.

ARTICLE 15 – HOLIDAYS

Section 1. Holidays.

The following days shall be recognized by the City as official holidays:

- 1) New Year's Day – January 1
- 2) Martin Luther King, Jr. Day
- 3) Presidents' Day (3rd Monday in February)
- 4) Memorial Day (last Monday in May)
- 5) Independence Day July 4
- 6) Labor Day (1st Monday in September)
- 7) Veterans' Day – November 11
- 8) Thanksgiving Day
- 9) Day after Thanksgiving Day
- 10) Christmas Day

Section 2. Holiday Pay.

Any employee who works on one of the above holidays will be paid double time (2x) the employee's regular hourly rate of pay for any hours the employee actually worked on that holiday. The time span of a designated holiday shall be a twenty-four (24)-hour period of time from 12:01 a.m. to 11:59 p.m.

ARTICLE 16 – VACATIONS

Section 1. Accrual.

Paid vacation time for full time employees shall accrue at the following rates per year:

1 month through 71 months of employment (1 – 6 years)	90 hours per year
72 months through 143 months of employment (6 – 12 years)	130 hours per year
144 months through 203 months of employment (12 – 17 years)	170 hours per year
204 months through 263 months of employment (17 – 22 years)	210 hours per year.
264 months or more of employment (More than 22 years)	228 hours per year (19 hours per month)

An employee who has not completed his/her probationary period is not eligible to take vacation unless approved in writing by the supervisor and will not be paid for accrued vacation if the employee does not satisfactorily complete the probationary period prior to employment termination.

Section 2. Maximum Accumulation.

An employee can carry a maximum accumulation of vacation of two (2) times the annual rate (example: a five (5)-year employee could have a maximum amount of vacation of one hundred eighty (180) hours). Ongoing vacation accruals are forfeited once this maximum is reached.

Section 3. Vacation Buyback.

Employees who earn eighty (80) hours or more of vacation annually shall have the option of receiving forty (40) hours of pay in lieu of up to one (1) week's vacation: (a) if the pay is taken concurrently with a week of vacation, or (b) if taken as pay in the November paycheck. This option may be taken once per year, but only if adequate vacation has been accrued to provide for said option.

Employees who earn one hundred twenty (120) hours or more of vacation annually shall also have the option of taking an additional forty (40) hours of vacation in pay following the same rules above.

ARTICLE 17 – LEAVES

Section 1. Sick Leave.

- A. Accrual. For the sole purpose of providing financial security to employees and their families, all permanent full time employees and all probationary employees with three (3) months' service are allowed sick leave for non-occupational disability with full pay. An employee shall earn twenty (20) hours per month during the first year of service and ten (10) hours per month thereafter up to a maximum of twelve hundred and eighty (1280) hours. If an employee, because of catastrophic illness, injury, or a serious health care condition as defined by OFLA/FMLA, has exhausted his/her accumulated sick leave and requests, in writing, an extension of sick leave, the written request shall be submitted to the City Manager for written approval by the City Manager of an extension not to exceed a maximum of one hundred sixty (160) hours. Unused accumulated sick leave during a calendar year shall be carried to the credit of the employee the next year, provided that such accumulation does not at any time exceed twelve hundred and eighty (1280) hours.
- B. Use and Verification. Sick leave is provided as an insurance against an employee's illness and inability to work; in no sense is it a right which the employee can use for any purpose other than actual illness or accident causing personal disability, except as otherwise required by law. An employee may use sick leave for OFLA, FMLA, integration with workers' compensation leave absences due to personal or dependent injury or illness and health care provider (HCP) appointments. Abuse of this privilege shall be cause for dismissal. The Chief of Police or Human Resources Manager may require an HCP certification of illness or fitness for duty for any sick leave.
- C. Temporary Employees. Temporary employees will not earn paid sick leave accruals during the first three (3) month of employment.

Section 2. Leave of Absence.

A non-probationary employee may be granted leave of absence without pay when the work of the department will not be handicapped by this absence. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the department head or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the department head. Leaves of absence for longer than two (2) weeks must be approved by the City Manager.

Section 3. Jury Duty.

When an employee is called for jury duty as a citizen during a regularly schedule work shift, he/she will be paid his/her regular salary and turn over to the City any jury duty pay received, excluding mileage reimbursement.

Section 4. Military Leave.

Military leave will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advanced written notice using the Leave Request form is required unless military necessity prevents this.

Section 5. Compassionate Leave.

If an employee must lose work because of a death in the immediate family (spouse, child, parent, brother, sister, parent of present living spouse and/or grandparents of employee and present living spouse, Registered domestic partner) an employee shall be excused, without loss of pay, for up to a maximum of three (3) shifts (and receive his/her normal rate of pay. A brother-in-law or sister-in-law shall be considered a member of the immediate family of an employee for purposes of compassionate leave at the discretion of the Police Chief. An additional shift may be granted if extensive travel is involved. If an employee must lose work due to his/her service as a pallbearer, he/she shall be reimbursed for such lost work at the employee's straight-time hourly rate up to a maximum of four (4) hours pay. Leaves provided under OFLA are concurrent to leaves provided in this section.

Section 6. Conferences and Conventions.

Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the department head with the approval of the City Manager. Members of professional societies will be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.

Section 7. Maternity, Parental and Family Leave.

Family leave and medical leave will be granted in accordance with federal (FMLA) and state (OFLA) law and as provided in the City personnel policy manual.

ARTICLE 18 – INSURANCE BENEFITS

Section 1. Health Insurance.

Employees are eligible for insurance on the first of the month following their date of hire. Eligibility is subject to the terms of the insurance carrier. *Bargaining note: Effective July 1, 2015, the insurance carrier will not provide benefits to domestic partners except for Registered Domestic Partners under ORS 106.300 et seq.*

The City will provide full-time employees and their dependents CIS HDHP-2 plan with HSA, including prescription (RX) and Alternative Care, herein referred to as “HDHP” plan. A summary of the HDHP plan is attached as Appendix “C.” For the purposes of this Article, full time is considered working 30 hours or more per week.

On January 1, 2016, the City will provide full-time employees and their dependents CIS CO-PAY B, with RX, Vision VSP 1, Alternative Care Chiropractic and Hearing Aid rider.

Section 2. Vision Care.

Effective January 1, 2015, and for the term of the Agreement, the City shall provide all full time employees CIS Vision Plan –VSP. A summary of the CIS Vision plan –VSP benefits and design are attached as Appendix “C”

Section 3. Retiree Medical.

Pursuant to State and Federal Laws, the City offers retired employees access to continuation of plan benefits as provided by the carrier. The retired employee is responsible for all associated costs and premiums.

Section 4. Section 125 Cafeteria Plan.

The City will provide employees the opportunity to participate in an Internal Revenue Service, Section 125, cafeteria plan as allowed by IRS regulations.

Section 5. Life Insurance.

For the term of this Agreement, the City shall furnish to each employee \$20,000.00 of term life insurance coverage. At the employee's expense, the employee may upgrade the life insurance coverage amount subject to the provider's conditions.

Section 6. On-the-Job Injury Insurance.

All employees are covered for accidents on the job under Workers' Compensation. When an employee must take time off by reason of an occupational disability, he/she will receive compensation from Workers' Compensation.

In addition, at the employee's option, the employee shall have the ability to receive the difference between the loss-time benefit compensation and his/her net regular salary after taxes, one-half of which shall be paid by the City and the half charged to the employee's accrued sick leave and/or vacation.

Section 7. Insurance Reopener.

In the event a currently offered health, dental, or vision plan is no longer available, the parties agree to reopen for bargaining in regard to the eliminated plan(s).

Section 8. Indemnification Against Liability.

The City agrees to provide one million dollars (\$1,000,000) on-the-job personal liability insurance at no cost to the employee.

Section 9. Employee Premium Contribution.

The City will pay the full premiums (100%) for health, dental and vision insurance, as referenced in Sections 1, 2 and 3 for the CIS HDHP plan up to December 31, 2015. The City will pay premiums (100%) for health, dental and vision insurance, as referenced in Sections 1, 2 and 3 for CIS CO-PAY B.

Section 10. Health Savings Account/Other.

- 1) For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

Part-Time Employees. Part-time employees shall not be eligible for any health insurance coverage.

Section 11. Additional Coverage.

The Association will insure that all eligible members of the Ontario Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California (PORAC). Eligible members include all sworn members regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees (including Dispatchers and Code Enforcement) as defined in the Summary Plan Description of the PORAC legal Defense Fund.

During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

Exclusively for the purpose of representation of reserve officers in regards to civil and criminal issues that arise in the context of critical incidents (such as but not limited to use of force incidents), reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund (Plan II) participation provided for in this Agreement.

The Association agrees to hold the City harmless for any failure on behalf of the Association to pay adequate amounts to PORAC for coverage after payment is paid by the City to the Association.

ARTICLE 19 – RETIREMENT

Section 1. PERS Membership.

The City agrees to continue to participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) or its successor.

Section 2. PERS Pickup.

The City will pick up the employee's contribution to the Individual Account Program (IAP) and/or Oregon Public Employees Retirement System, as lawfully appropriate, upon completion of six (6) full months of employment. The City shall comply with the various provisions of the Oregon Revised Statutes regarding salary, final average salary and pick up of employee contributions.

ARTICLE 20 – UNIFORMS

Section 1. Issuance and Cleaning.

All uniforms and equipment as required by the City shall be provided by the City. Uniform cleaning shall be paid by the City, up to two (2) cleanings per week, per employee. Certain circumstances may require cleanings in excess of this limit, but shall be approved by the Chief of Police or his/her designee.

Section 2. Replacement

When a uniform is returned to the City because of wear, size or damage, it shall be replaced as soon as possible.

Section 3. Court Appearances

An officer on overtime for court appearance shall be in uniform regardless of the court involved.

Section 4. Clothing Allowance

Detectives, except narcotics task force investigators, assigned and required to wear civilian clothes which meet a department standard on duty shall be reimbursed each December 1, based on receipts for slacks, coats, dress shirts and ties worn on their plain clothes assignment, in an amount not to exceed two hundred dollars (\$200) per year.

Section 5. Uniform and Boot Allowance

The City agrees to provide sworn officers and the ordinance officers with uniforms and boots and replace when necessary.

ARTICLE 21 – MILEAGE AND LODGING

The parties agree to rely on the City's Financial Policies, Travel and Expense, 1.10. In the event the City contemplates a change in policy, the City will provide notice of change and opportunity to request to bargain under ORS 243.698.

ARTICLE 22 – PERSONNEL FILE

Section 1. Employee Access

Each employee shall have the right to review the contents of his/her own personnel file. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing. A Union representative may also have access to, right of review and copies of the materials in an employee's personnel file when the materials requested by the Union representative have a direct, probable or relevant connection to an ongoing PECBA matter between the City, the Union and/or the employee. No material in the personnel file shall be altered, removed or in any other way changed by an employee and/or a Union representative who is reviewing the files. A City representative may choose to be present during review.

Section 2. Access of Others

Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of ORS 192.501-505. Access to files shall also be granted to agencies granted that privilege by federal and state laws.

Any time the employee's personnel file or a copy of that file leaves the control of the City, the employee will be notified, in writing, at least three (3) business days prior to the release. Routine releases to the City Attorney or District Attorney of certification records (intoxilyzer, radar) will not require written notification to the employee.

Section 3. Adverse Entries.

No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee, except notice of discharge. The employee shall be required to sign material to be placed in his/her personnel files provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within five (5) working days to sign the material, the City may place the material in the files provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee and the Association President at their addresses of record.

Section 4. Removal of Certain Discipline.

Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary and shall be removed no later than three (3) years after they have been placed in the employee's personnel file unless required by state law to be held longer. If a subsequent disciplinary action(s) of a similar nature is imposed prior to removal of a record of discipline under this section, the time for removal shall be computed from the subsequent disciplinary action. Once removed, material may be retained in a sealed file, but shall not be considered by the City for any purpose, except for showing notice of a rule or policy when just cause discipline of an employee is at issue.

Section 5. Admissibility of Disciplinary Proceedings.

Materials placed in the personnel record of an employee without conforming with the provisions of this Article shall not be permitted to be used by the City in any disciplinary proceeding involving the employee. Said materials may be removed earlier upon mutual agreement between the employee and his/her supervisor.

Section 6. Retention of Commendations.

Written commendations shall become a permanent part of the employee's personnel file, and the employee shall be furnished a copy of all such material at the time it is placed in the employee's personnel file.

ARTICLE 23 – SAFETY COMMITTEE

The bargaining unit shall designate a member and alternate to serve on the City's Safety Committee without loss of compensation. The City shall conduct the Safety Committee in accordance with Oregon OSHA Regulations.

ARTICLE 24 – GRIEVANCE PROCEDURE

Section 1. Grievance Defined.

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or change in City procedure which impacts wages, hours, or working conditions, or an alleged violation of this Agreement.

Section 2. Grievance Procedure.

A grievance shall be resolved through the following procedure:

Step 1: In cases involving a complaint by an employee or employees, the representative of the Union or the aggrieved employee or employees, with or without the presence of the representative of the Union, shall present the complaint, within ten (10) calendar days after it arises, to the immediate supervisor in a written or electronic format. The supervisor shall respond in writing to the grievant within ten (10) calendar days from the receipt of such grievance.

Step 2: If the grievance still remains unsettled at Step 1, within ten (10) calendar days from receipt of the Step 1 denial, or within ten (10) calendar days of when a written Step 1 response was due from the immediate supervisor, the grievance may be submitted to the Police Chief. The Police Chief shall respond in writing to the grievant and the Union within ten (10) calendar days from the receipt of such Step 2 grievance.

Step 3: If the grievance still remains unsettled at Step 2, within ten (10) calendar days from receipt of the Step 2 denial, or within ten (10) calendar days of when a written Step 2 response was due from the Police Chief, the grievance may be submitted to the City Manager. If the grievance is not satisfactorily resolved within ten (10) calendar days after being received by the City Manager, the employee or his/her designated representative will notify the City Manager of their intent to arbitrate.

Step 4: If the grievance is not settled at Step 3, the Union may file a notice of intent to arbitrate the grievance with the City Manager within ten (10) calendar days of the date the decision of the City Manager is due. The parties shall request a list of seven (7) Oregon/Washington arbitrators who are certified from the Oregon Employment Relations Board and meet or communicate within five (5) calendar days after receipt of the list to select an arbitrator by the method of alternately striking names. The party to strike the first name shall be determined by the flip of a coin, with each party alternately striking names with the remaining person being the arbitrator. The cost of the arbitrator's fees and expenses

shall be paid by the losing party as determined by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration. The arbitrator shall be asked to render a decision within thirty (30) days of the termination of the hearing. The decision of the arbitrator shall be final and binding on both parties.

Section 3. Waiver of Timelines, Withdrawal.

Any time limits specified in the grievance procedure may be waived or extended by mutual prior consent of the parties.

ARTICLE 25 – FUNDING

The parties recognize the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement, and makes no guarantee as to passage of such budget requests or voter approval thereof. In the event the City finds it is unable to fund the economic provisions of this Agreement, then, at the request of either party to this Agreement, economic provisions of this Agreement will be reopened for negotiations.

ARTICLE 26 – SAVINGS CLAUSE

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or City law, the remainder of the provisions of this Agreement shall be considered as severable and remain in full force and effect for the duration of this Agreement.

ARTICLE 27 – CONCLUSION OF COLLECTIVE NEGOTIATIONS

Section 1. Completion of Bargaining.

The parties acknowledge that during collective bargaining negotiations, each party has an unlimited right and opportunity to make demands with respect to all matters appropriate for bargaining and have fully settled them for the term of this Agreement.

Section 2. Mid-Contract Changes.

The Agreement may be amended, altered or added to by written agreement of both parties.

Section 3. Successorship: Scope.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the change of any kind of ownership, management or governmental entity of either party hereto. All terms and conditions of employment not covered by this Agreement shall

continue to be maintained as the status quo subject to the Police Department's direction and control and/or bargaining as required by the PECBA.

Section 4. Gender Neutral.

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

ARTICLE 28 – TERM OF AGREEMENT

Section 1. Term.

This Agreement shall become effective upon execution or July 1, 2015, the later, and shall remain in effect through December 31, 2017. It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing not later than July 1 of the expiring year that it desires to bargain a successor agreement. This Agreement shall remain in full force and effect during the period of any negotiations for a successor Agreement.

Section 2. Amendments.

This Agreement may be amended at any time by mutual agreement of the Union and City. Such amendments shall be in writing and signed by both parties.

Section 3. Memorandums

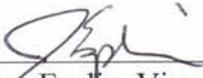
The parties acknowledge the following memorandums:

- MOU dated 11-30-2010: Overtime
- MOU dated 05-28-2015: Amason Benefit Levels

EXECUTED by the parties on the dates indicated below:

ONTARIO POLICE ASSOCIATION


 Victor Grimaldo, President
 Date: 7-14-15



 Jon Esplin, Vice President
 Date: 7-14-15

CITY OF ONTARIO


 Ronald Verini, Mayor
 Date: 7-20-15

ATTEST:


 Tori Barnett, City Recorder
 Date: July 20, 2015

Appendix A

Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
July 1, 2015 (3.0% increase)							
Police Officer	monthly	\$3,992.81	\$4,175.41	\$4,359.52	\$4,529.69	\$4,687.50	\$4,851.48
	hourly	\$23.04	\$24.09	\$25.15	\$26.13	\$27.04	\$27.99
Ordinance Control Officer	monthly	\$3,204.33	\$3,371.08	\$3,536.33	\$3,724.12	\$3,854.80	\$3,990.01
	hourly	\$18.49	\$19.45	\$20.40	\$21.49	\$22.24	\$23.02
Police Support Specialist	monthly	\$2,763.70	\$2,888.67	\$3,019.00	\$3,154.68	\$3,295.73	\$3,445.69
	hourly	\$15.94	\$16.67	\$17.42	\$18.20	\$19.01	\$19.88
<u>Part-time Positions:</u>							
Assistant Ordinance Control Officer	hourly	\$14.95	\$15.69	\$16.47	\$17.29	\$18.16	\$19.07
Evidence Technician (.5 FTE)	monthly	\$1,555.11	\$1,624.61	\$1,696.50	\$1,772.33	\$1,851.54	\$1,934.30
	hourly	\$17.94	\$18.75	\$19.57	\$20.45	\$21.36	\$22.32
Police Support Specialist (.75 FTE)	monthly	\$2,072.77	\$2,166.50	\$2,264.25	\$2,366.01	\$2,471.79	\$2,584.27
	hourly	\$15.94	\$16.67	\$17.42	\$18.20	\$19.01	\$19.88

Appendix A

Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
July 1, 2016 (2% increase)							
Police Officer	monthly	\$4,072.66	\$4,258.92	\$4,446.71	\$4,620.29	\$4,781.25	\$4,948.51
	hourly	\$23.50	\$24.57	\$25.65	\$26.66	\$27.58	\$28.55
Ordinance Control Officer	monthly	\$3,268.42	\$3,438.51	\$3,607.06	\$3,798.60	\$3,931.90	\$4,069.81
	hourly	\$18.86	\$19.84	\$20.81	\$21.91	\$22.68	\$23.48
Police Support Specialist	monthly	\$2,818.97	\$2,946.44	\$3,079.38	\$3,217.78	\$3,361.64	\$3,514.61
	hourly	\$16.26	\$17.00	\$17.77	\$18.56	\$19.39	\$20.28
<u>Part-time Positions:</u>							
Assistant Ordinance Control Officer	hourly	\$15.24	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
Evidence Technician (.5 FTE)	monthly	\$1,586.21	\$1,657.10	\$1,730.43	\$1,807.77	\$1,888.57	\$1,972.99
	hourly	\$18.30	\$19.12	\$19.97	\$20.86	\$21.79	\$22.77
Police Support Specialist (.75 FTE)	monthly	\$2,114.23	\$2,209.83	\$2,309.53	\$2,413.33	\$2,521.23	\$2,635.96
	hourly	\$16.26	\$17.00	\$17.77	\$18.56	\$19.39	\$20.28

Appendix A

Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
January 1, 2017 (2% increase)							
Police Officer	monthly	\$4,154.12	\$4,344.10	\$4,535.64	\$4,712.69	\$4,876.87	\$5,047.48
	hourly	\$23.97	\$25.06	\$26.17	\$27.19	\$28.14	\$29.12
Ordinance Control Officer	monthly	\$3,333.79	\$3,507.28	\$3,679.20	\$3,874.57	\$4,010.54	\$4,151.20
	hourly	\$19.23	\$20.23	\$21.23	\$22.35	\$23.14	\$23.95
Police Support Specialist	monthly	\$2,875.35	\$3,005.37	\$3,140.97	\$3,282.13	\$3,428.87	\$3,584.90
	hourly	\$16.59	\$17.34	\$18.12	\$18.94	\$19.78	\$20.68
<u>Part-time Positions:</u>							
Assistant Ordinance Control Officer	hourly	\$15.55	\$16.32	\$17.14	\$17.99	\$18.89	\$19.84
Evidence Technician (.5 FTE)	monthly	\$1,617.93	\$1,690.24	\$1,765.03	\$1,843.93	\$1,926.34	\$2,012.45
	hourly	\$18.67	\$19.50	\$20.37	\$21.28	\$22.23	\$23.22
Police Support Specialist (.75 FTE)	monthly	\$2,156.51	\$2,254.03	\$2,355.72	\$2,461.60	\$2,571.65	\$2,688.67
	hourly	\$16.59	\$17.34	\$18.12	\$18.94	\$19.78	\$20.68

Appendix A

Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
July 1, 2017 (2.5% increase)							
Police Officer	monthly	\$4,257.97	\$4,452.70	\$4,649.03	\$4,830.51	\$4,998.80	\$5,173.67
	hourly	\$24.57	\$25.69	\$26.82	\$27.87	\$28.84	\$29.85
Ordinance Control Officer	monthly	\$3,417.13	\$3,594.96	\$3,771.18	\$3,971.43	\$4,110.80	\$4,254.98
	hourly	\$19.71	\$20.74	\$21.76	\$22.91	\$23.72	\$24.55
Police Support Specialist	monthly	\$2,947.23	\$3,080.51	\$3,219.49	\$3,364.19	\$3,514.59	\$3,674.52
	hourly	\$17.00	\$17.77	\$18.57	\$19.41	\$20.28	\$21.20
<u>Part-time Positions:</u>							
Assistant Ordinance Control Officer	hourly	\$15.94	\$16.73	\$17.56	\$18.44	\$19.36	\$20.33
Evidence Technician (.5 FTE)	monthly	\$1,658.38	\$1,732.50	\$1,809.16	\$1,890.03	\$1,974.50	\$2,062.76
	hourly	\$19.14	\$19.99	\$20.87	\$21.81	\$22.78	\$23.80
Police Support Specialist (.75 FTE)	monthly	\$2,210.42	\$2,310.38	\$2,414.62	\$2,523.14	\$2,635.95	\$2,755.89
	hourly	\$17.00	\$17.77	\$18.57	\$19.41	\$20.28	\$21.20

Appendix A

Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
December 31, 2017 (0.5% increase)							
Police Officer	monthly	\$4,279.26	\$4,474.97	\$4,672.28	\$4,854.66	\$5,023.79	\$5,199.54
	hourly	\$24.69	\$25.82	\$26.96	\$28.01	\$28.98	\$30.00
Ordinance Control Officer	monthly	\$3,434.22	\$3,612.93	\$3,790.04	\$3,991.29	\$4,131.35	\$4,276.26
	hourly	\$19.81	\$20.84	\$21.87	\$23.03	\$23.83	\$24.67
Police Support Specialist	monthly	\$2,961.97	\$3,095.91	\$3,235.59	\$3,381.01	\$3,532.17	\$3,692.89
	hourly	\$17.09	\$17.86	\$18.67	\$19.51	\$20.38	\$21.31
<u>Part-time Positions:</u>							
Assistant Ordinance Control Officer	hourly	\$16.02	\$16.81	\$17.65	\$18.53	\$19.46	\$20.43
Evidence Technician (.5 FTE)	monthly	\$1,666.67	\$1,741.16	\$1,818.21	\$1,899.48	\$1,984.38	\$2,073.07
	hourly	\$19.23	\$20.09	\$20.98	\$21.92	\$22.90	\$23.92
Police Support Specialist (.75 FTE)	monthly	\$2,221.48	\$2,321.93	\$2,426.69	\$2,535.76	\$2,649.13	\$2,769.67
	hourly	\$17.09	\$17.86	\$18.67	\$19.51	\$20.38	\$21.31

APPENDIX B

Memorandum of Understanding: Article 12 Overtime

The intent of Article 12 Section 8 is to ensure that overtime opportunities are offered in a fair and consistent manner. The Association understands the difficulty and effort involved to locate employees to cover shifts when absences occur on short notice.

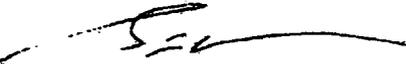
A common solution for many years has been to ask represented employees currently on shift, or scheduled to work around the time of absence, if they would be willing to come in early for shift or stay over late on their shift.

For illustration purposes, two officers are scheduled 9 PM to 7 AM and one officer is scheduled 5 PM to 3 AM. There are two officers working 7 AM to 5 PM. One of the graveyard officers calls in sick. The sergeant asks the swing officer if he can hold over two hours until 5 AM, and asks the day shift officers (beginning with the senior member) if they can come in early at 5 AM and work until 5 PM. Both the swing officer and day shift officer would receive 2 hours overtime.

The Association and City agree that this practice can be continued. If the employees working or scheduled to work are not willing or able to provide coverage, the overtime opportunity shall be offered to all employees as described in Section 8.


Chris Bolyard, OPA President

Date


Sergeant Steve Mallea, City of Ontario

11-30-10
Date

COPY

CIS Benefits Program

Summary of Copay Plan Options
Effective January 1, 2015



cis benefits
www.cisbenefits.org

These medical plans are insured by CIS, but administered by Regence BlueCross BlueShield BCBS) of Oregon. This means that CIS, not Regence BCBS, pays for your covered medical services and supplies.

Deductible				
Copay Plans	Copay A	Copay B	Copay C	Copay D
Individual deductible per calendar year	\$250	\$500	\$1,000	\$1,500
Maximum family deductible per calendar year	\$750	\$1,500	\$3,000	\$4,500
Maximum Co-insurance (does not include deductible or prescription copays)				
Category 1 - Preferred Provider	\$2,000 per person/\$4,000 per family			
Category 2 & 3 - Participating & Non-Preferred	\$4,000 per person/\$8,000 per family			
Benefit Features	Provider Benefit Category 1		Provider Benefit Category 2 & 3	
Preventive Care Services				
Routine well-baby care, physical examinations, health screenings, and immunizations	100% for Category 1 & 2 (deductible waived)		60% for Category 3 (after deductible)	
Professional Services	After Deductible - Plan Pays			
Office visits for illness or injury, mental/behavioral health or substance use disorder (primary care, specialist, naturopath or urgent/immediate care center)	100% after \$20 copay Deductible Waived		60%	
Laboratory, radiology, and diagnostic procedures	\$400 up front allowance; then 80% after the deductible		60%	
Maternity care	80%		60%	
Therapeutic injections including allergy shots	80%		60%	
Chiropractic and Acupuncture care	Available as a rider (see back)			
Hospital/Facility Services	After Deductible - Plan Pays			
Inpatient, outpatient, and ambulatory services	80%		60%	
Emergency room care (including professional charges)	80% after \$100 copay (copay waived if admitted)			
Inpatient/outpatient surgery and surgeon fees	80%		60%	
Inpatient mental/behavioral health & substance use disorder	80%		60%	
Skilled Nursing Facility – 120 inpatient days/year	80%		60%	
Other Services	After Deductible - Plan Pays			
Ambulance	80%			
Inpatient/outpatient rehabilitation – 77 outpatient visits/year	80%		60%	
Habilitation services- neurodevelopmental limited to children through age 17	80%		60%	
Home health care - 180 visits/year	80%		60%	
Hospice – 14 respite days/lifetime	100%			
Durable medical equipment and supplies	80%		60%	
Prescription Medication Benefit	At the Pharmacy (34 day supply) Member Pays		Mail Order Program (90 day supply) Member Pays	
Individual deductible per calendar year	No deductible			
Out-of-pocket maximum each calendar year	Copay A & B - \$2,500 per person/\$7,500 per family Copay C - \$2,500 per person/\$6,200 per family Copay D - \$2,500 per person/\$4,700 per family			
Generic drugs	\$5 copay		\$10 copay	
Preferred brand drugs	\$25 copay		\$50 copay	
Non-Preferred brand drugs	\$50 copay		\$100 copay	

This is a summary only. Any errors or omissions are unintentional. Once enrolled, employees can view their Plan Booklets online at regence.com.

04/14/2015

CIS Benefits Program

Summary of **Dental Plan** Options
Effective January 1, 2015



cis benefits
www.cisbenefits.org

Oregon Dental Services (ODS) –				
<i>These plans are insured by CIS but administered by ODS. This means CIS, not ODS, pays for your covered dental services and supplies.</i>				
Benefit Features	Plan II	Plan III	Plan IV²	Plan V
Maximum Benefit per calendar year	\$1,500	\$1,500	\$1,500	\$2,000
Deductible per calendar year	None	None	\$25 per person (max 3 per family)	\$25 per person (max 3 per family)
Class I - Preventive and Diagnostic Services	70%/80%/90%/100% ¹	70%/80%/90%/100% ¹	80%	100%, no deductible
Class II - Restorative, Endodontic and Periodontic	70%/80%/90%/100% ¹	70%/80%/90%/100% ¹	80%	80%
Class III² – Crowns, Implants and Bridges	50%	70%/80%/90%/100% ¹	50%	50%
Orthodontic Rider – can be added to any ODS dental plan				
Orthodontia Adult/Child Benefit	50% up to a lifetime maximum of \$1,000			
¹ Benefits increase 10% each calendar year for each covered person, individually, if a dentist is seen at least annually for covered services ² There is a 12 month waiting period for Late Enrollees. A Late Enrollee is anyone not enrolled when initially eligible. Does not apply when employee moves to a new CIS dental plan/carrier during open enrollment. ³ Plan IV terminates 12/31/2015.				

Willamette Dental – underwritten by Willamette Dental Service		
Maximum Benefit per calendar year	No annual maximum	
Deductible per calendar year	None	
General Office Visit/Specialty Office Visit	\$10 copay per General Office Visit/\$30 copay per Specialty Visit	
Preventive and Diagnostic Services	No additional charge	
Restorative, Endodontics and Periodontics	No additional charge	
Prosthodontics (complete upper or lower denture/bridge)	No additional charge	
Surgical Extractions (per tooth)	\$50	
Orthodontia Adult/Child Benefit	Pre-Orthodontic services	\$150 copay ¹
	Orthodontic treatment	\$1,500 copay
¹ Fee credited toward orthodontic treatment copay if patient accepts treatment plan.		

Kaiser Dental – underwritten by Kaiser Permanente		
Maximum Benefit per calendar year	No annual maximum	
Deductible per calendar year	None	
Dental Office Visit Charge	\$10 copay for all visits	
Preventive and Diagnostic Services	No additional charge	
Restorative, Periodontic, Endodontics, Simple Extractions and Oral Surgery	No additional charge	
Major Restorative Services - includes crowns, inlays, bridge abutments and pontics	\$45 for each	
Removable Prosthetics – includes full and partial dentures, relines, and rebasis	\$95 for each partial denture, \$65 for each full prosthetic, \$25 for Relines and Rebases	
Orthodontic Rider – can be added to Kaiser dental plan		
Orthodontic Adult/Child Benefit	50% up to a lifetime maximum of \$1,000	

Disclosure: This is a summary only. Any errors or omissions are unintentional. Once enrolled, employees can view their Plan Booklet online at the claims administrator's carrier website.

Other services provided by Regence BlueCross BlueShield	Preferred Provider Benefit Category 1 Plan Pays	Non-Preferred Provider Benefit Category 2 & 3 Plan Pays
Weight Management and Obesity Treatment – Turning Point Program - <i>Weight management and obesity treatment, includes health coaching, integrated care coordination, up to four (4) nutritional counseling visits.</i> - <i>Bariatric surgery may be covered to treat morbid obesity – participant must meet participation requirements</i>	100% (deductible waived) \$1,000 copay then 80% after deductible	100% (deductible waived) \$1,000 copay then 60% after deductible
Case and Disease Management	Provided by Regence BCBS as part of the medical plan	
Special Beginnings Program	Provided by Regence BCBS as part of the medical plan	
Regence Health Coach – weight management and nutrition, tobacco cessation, exercise and fitness, stress management and improved sleep.	Provided by Regence BCBS as part of the medical plan	
BlueCard Program (Out of Area Services) – access hospital and physicians when outside the four-state area Regence services (Oregon, Idaho, Utah and Washington) as well as receive care in 200 countries around the world.	Provided by Regence BCBS as part of the medical plan	

Additional Plan Riders

The following benefits can be added to all Copay Plans for an additional cost. These riders are selected on a group level, not the individual employee level.

Hearing Exam and Hearing Aid Rider

Hearing Examination	One every calendar year. Covered at 80% using a Category 1 provider, 60% using a Category 2 or 3 provider, not subject to the deductible.
Hearing Aids Benefit	Paid 100% up to a maximum of \$3,000 every 48 months. The \$3,000 is an accumulative amount over the 48 months and not a one-time benefit. <i>(State mandated coverage applies to children 18 yrs or younger or children 19 to 25 enrolled in an accredited education institution).</i>

Alternative Care Rider

Chiropractic and Acupuncture	No deductible, any provider - \$20 Copay – Maximum allowance of \$1000 per member per calendar year.
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Vision Service Plan (VSP)

	VSP Provider 12/12/24	VSP Provider 24/24/24	Non-VSP Provider
Benefit Frequency for Exam and Lenses Benefits reset annually on January 1 st	Covered <u>every calendar year</u>	Covered <u>every other calendar year</u>	<i>Matches VSP plan selected</i>
Eye Exam	Covered at 100%	Covered at 100%	Up to \$71
Single Lenses	Covered at 100%	Covered at 100%	Up to \$51
Bifocal Lenses	Covered at 100%	Covered at 100%	Up to \$77
Trifocal Lenses	Covered at 100%	Covered at 100%	Up to \$100
Lenticular Lenses	Covered at 100%	Covered at 100%	Up to \$125
Contacts	\$166 allowance for contacts lenses and exam, fitting and evaluation (in lieu of lenses); subject to same benefit frequency as lenses.		Up to \$166
Frames	\$120 allowance <u>every other year</u> . 20% off the amount over allowance		100% up to \$66
Safety Glasses Rider	<i>Can be added to both vision plans for an additional cost</i>		

¹ Children 18 and under are eligible for annual exams and lenses replacement.

This is a summary only. Any errors or omissions are unintentional. Once enrolled, employees can view their Plan Booklets online at myregence.com.

Copay Plan Options

Memorandum of Understanding

**City of Ontario
&
Ontario Police Association**

Liz Amason

This agreement is entered into between the City of Ontario, hereinafter "City," and the Ontario Police Association, hereinafter "Association," a non-profit labor organization.

The City and Association are parties to a collective bargaining agreement.

The City and Association acknowledge that Liz Amason accepted the position of Police Support Specialist stemming from the transition of dispatchers moving to work for Malheur County. As a result of a prior Memorandum of Understanding dated June 30, 2015 regarding dispatchers, the wages and benefits for Amason as a Police Support Specialist was established. The parties agree to the following conditions to clarify benefit levels for Amason.

IT IS AGREED:

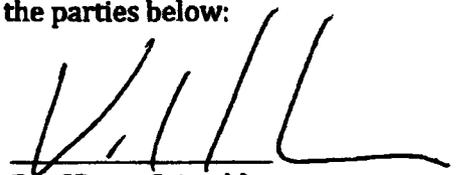
1. For the purpose of benefits, Amason will be considered "fully benefited" and receive benefits as if a full time employee, even though Amason is a 0.75 FTE.
2. The benefit values provided in this MOU do not apply to any other employee who may take the Police Support Specialist position and do not set precedent.
3. This MOU is valid throughout the duration of Amason's continuous employment as a part time Police Support Specialist within the bargaining unit.

The agreement is effective upon execution by all the parties below:



By: Tori Barnett
Interim City Manager

05-28-2015



By: Victor Grimaldo
President, OPA

5-28-1

**City of Ontario
Travel Policy
Revised proposal to OPA: 7-9-15**

1.10 Travel and Expense

The purpose of this policy is to establish the guidelines for officials and employees of the City of Ontario while traveling on "Official Business." This policy is applicable to all City officers and personnel.

The primary responsibility for the authentication of the travel and all expenses incurred on individual expense accounts rests with Department Heads and the City Manager.

1. Definitions

For the purpose of this policy, the following definitions shall apply:

Approved City credit cards shall be those cards issued and approved through the City Manager as valid for the purpose of billing the City.

Travel authorization and reimbursement forms are those approved by the City Manager, and Finance Department. .

Residence shall be the place in which the individual has an abode or dwelling place.

2. Reimbursable Travel Expenses

Reimbursable travel expenses are limited to those expenses authorized and essential to the transaction of official business of the City. Expenses incurred for the sole benefit of the City employee or official, such as any type of insurance, travel loan finance charges, personal credit card fees or dues, alcoholic beverages, extra meals, that portion of meal totals in excess of the per diem allowance, tips in excess of the 20% City established maximum, magazines and other like charges are prohibited from being paid for using a City credit card and shall not be reimbursed as travel expenses.

Expenses for laundry service and dry cleaning shall not be considered a business expense. Incidental accounts not directly concerned with travel (such as postage, small emergency supplies, etc.) may be allowed when necessary to the performance of official business while traveling. These necessary incidental expenses shall be itemized on the Travel Voucher with receipts attached.

Reimbursements for items other than per diem paid for meals and incidentals will **not** be made without a valid receipt.

3. Reimbursement When Leaving and Returning The Same Day

Officials and employees will be allowed travel expenses when required to travel away from their official domicile on City business and returning the same day under the following situation. When early departure or late arrival of approved travel was required to conduct City business, then the City will reimburse for meals and mileage for official use of a private motor vehicle. The time of departure and return must be indicated on the Travel Reimbursement Form. Reimbursements will be calculated using established per diem rates.

4. Items Invoiced to the City

Items which are properly purchased and invoiced directly to the City of Ontario will not be included on an expense account and are not reimbursable under this policy.

5. Prudent Person Rule

Employees and officials are expected to exercise the same care in incurring expenses, as a prudent person would exercise if traveling on personal business.

6. Alcoholic Beverages

Officers and employees **shall not** incur expenses for the purchase of alcoholic beverages for reimbursement as a travel expense or payment directly by the City through use of a City credit card or any other means of purchasing.

7. Meals

If a credit card is unavailable, reimbursement for meals will be on a per diem basis according to the Federal Per Diem Rates at www.gsa.gov. If meals are included in the conference fee they are **excluded** from reimbursement. Any expenses in excess of the daily amount established by the Federal Per Diem Rate based upon the location of travel must be approved by the Department Head and the City Manager. In cases where the employee exceeds the per diem amount with a City credit card, the employee will be issued a warning and notified of the amount of reimbursement required and they will be required to issue a check for the amount payable to Visa.

Meals that are part of an approved seminar, training session, or organization meeting held in the area will be reimbursed for the actual amount with receipts required. The reimbursement of meals will be at actual cost when receipts accompany the Expense Reimbursement Requests/Verification Form.

Note: Employees may either seek a per diem in advance to incurring costs or may seek reimbursement upon receipt and voucher subject to the conditions of this policy.

8. Airfare, Bus, Rail Transportation, Private or City-Owned Vehicles & Rentals

Travel may be accomplished by plane, train, bus, private or City-owned vehicles, rented car, or taxi, whichever method serves the requirements of the City most economically and advantageously. When an airport is within seventy (70) miles of the employee's official domicile or residence, and transportation to and from the airport is provided by a family member or friend, the employee may be reimbursed for automobile mileage for up to two (2) round trips. The routing of each trip for mileage computation shall be by the most common traveled route unless unusual circumstances warrant other less direct routes. Individuals on City business shall use competitive pricing for airfare, bus or rail transportation, and rentals.

Air travel should be paid directly by the City and not charged on a personal credit card. This practice should be followed to avoid financial gain by the employee through use of their position relative to frequent flier miles or other incentives offered by an employee's personal credit card.

9. Automobile Rental

Rental cars can only be used when taxis, buses or limousine services are impractical or for emergency transportation. The reason for using rental cars should accompany expense forms. Receipt is required. The City can make reservations and some discounts are available. The reservations should be awarded to the lowest priced rental company after having received pricing from three travel agencies and/or rental companies. In the event of an emergency, the requirement for three separate quotes may be waived.

10. Privately-Owned Automobile Mileage Reimbursement

For travel in privately owned automobiles, mileage allowance shall be at a rate equal to the IRS standard expense allowance for mileage reimbursement.

Mileage figures listed on the Travel Voucher should be rounded to the nearest whole mile. Other expenses such as toll charges for bridge and turnpike use and parking charges will be allowed. When more than one (1) person travels in the same automobile, only the owner of the vehicle shall be allowed mileage. Mileage reports must include information for when, where and what type City business was discussed.

Under no circumstances will an employee be allowed to purchase gasoline using the City's tax-exempt fuel account and place it in a private vehicle. This activity is considered a misuse of public funds.

11. Travel in City-Owned Automobiles

Expenses for gasoline, oil, storage, washing, greasing and other necessary services will be allowable as long as proper receipts are attached to the expense form and City purchasing cards are used. In the event an employee is required to incur an expense for authorized travel in a City-owned vehicle, the City shall reimburse that employee for 100% of the costs shown on the receipts submitted for reimbursement upon authorization by the respective Department Head.

No official or employee shall be allowed hotel expenses while in the City of his/her official domicile.

12. Travel Voucher Form

The Travel Voucher Form is used for travel pre-approval and in situations where an official or employee wants to travel for city business. If a reimbursement of expenses is requested, the official will submit the Travel Voucher and attach copies of all receipts for the period of travel within seven (7) days. If expenses are paid using a city credit card, a travel voucher form along with the receipts should be included with the credit card statement.

13. Travel Advancement

The City will pay in advance the following costs:

Please note: A travel packet including the Travel Voucher form, the meeting/conference program/itinerary, and a purchase order for the advanced costs listed below must be submitted to the Accounts Payable Department no later than 14 days prior to the event.

- a. **Conference/Training Registration fees.** Such payment will be made by city credit card or mailed directly to the organization, in order to take advantage of early registration discounts. This will be done through a purchase order attached to the Travel Voucher Form. A copy of the registration form describing the specific event must be attached to the purchase order.
- b. **Airfare.** Airfare is normally reserved on-line through the internet and paid with a City credit card after travel approval has been received.
- c. **Lodging.** Officials and employees are to stay in moderately priced (see item 5) establishments. Lodging reservations can be held with the use of a City Credit Card. (See City Credit Card Policy). Upon receipt of an approved travel voucher form and supporting documents, a pre-authorization for a city credit card from the motel would be completed ahead of time. This pre-authorization form would allow use of a city credit card and the city official or employee would need to adhere to the City Credit

Card Policy (See section 1.13). The lodging receipt is required to be kept and will be turned in with the travel voucher.

d. **Meal allowance.** An advance for the M&IE Allowance, which includes both meals and incidental expenses, will be permitted for meals not provided by the conference or training as indicated in section 2 above. Only per diem rates as prescribed by the Federal Government for official travel will be provided for M&IE Allowance. Per diem rates by location are found at www.gsa.gov.

14 Reimbursement for Non-Employee Expenses

City employees and officials may be reimbursed for travel expenses incurred for other employees or non-employees provided the specific business reason necessary for doing so is indicated along with the names of those involved. This is intended to be used for those common types of travel situations where it is normal and practical for one (1) individual to pay for an expense rather than be divided among all individuals. Examples may be a restaurant bill or hotel charge for which a room was shared.

Reimbursement for spouse expenses at an official business function requires a written justification pre-approved by the City Manager. This reimbursement is limited to elected officials and department directors or those designated to represent them and must be for legitimate business reason where attendance of the spouse is required to represent the City. City employees and officials may be reimbursed for expenses incurred by their spouses or other members of their families only as provided for concerning transportation to and from the airport, and representing the City at an official business function.

15. Telephone

Telephone, telegraph, cellular service expenses shall be allowed only when necessary for the transaction of official business. Copies of billing statements must be attached to the Expense Reimbursement Request/Verification Form.

16. Association Officer Expenses

Occasionally, members of associations are invited to serve in an official capacity in the association. This type of undertaking requires the expenditure of time and money, but often the membership will reflect favorably on the City. The City encourages this practice by reimbursing them for reasonable expenses incurred for travel, lodging, and meals as set forth herein. At the same time, the City employee has the opportunity to gain peer recognition and, thus to enhance his or her development.

17. Out of State Travel

All out of state travel, with the exception of Idaho, must be approved by the City Manager. All other rules apply.

18. Unusual Travel Expense

The City Manager may approve unusual travel expenses not covered by this policy or modify procedures for the payment of travel expenses. The need for reimbursement of unusual travel expenses shall be made in writing to the City Manager with a copy to the Accounts Payable Clerk.

The City will not reimburse for items purchased as souvenirs (i.e. pens, pencils, shirts, ball caps, and mugs).