

COLLECTIVE BARGAINING AGREEMENT

between the

ONTARIO POLICE ASSOCIATION

and the

CITY OF ONTARIO POLICE DEPARTMENT

**for the Period January 1, 2018
through December 31, 2020**

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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 and an opportunity to meet with the decision maker or his/her designee, per Loudermill. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association President or his/her designee and the affected employee with all the documents which are relied upon. If the employee receives an oral or written reprimand, the employee or the Association President, or his/her designee, may submit a written rebuttal, which shall be maintained with the record of reprimand. Upon the filing of a grievance, documents which the City has relied upon shall be provided to the Association President or his/her designee 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 President or his/her designee 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 President or his/her designee 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 President or his/her designee, 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 President or his/her designee 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. Either the City, the employee, or his/her representative shall record the interview. A copy of the complete recording of the interview of the employee shall be furnished to the Association President or his/her designee, or the City if the City requests the employee or his/her designee's recording. If the recording is transcribed by the City, the employee and the Association President or his/her designee shall be provided a copy thereof.

9. Interviews and investigations shall be concluded without unreasonable delay.
10. The employee and the Association President or his/her designee 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 not face discipline nor will the investigation or findings be considered in future progressive discipline. Upon notice, in writing, timelines may be extended for an additional fifteen (15) days for reasonable discovery purposes. All other extensions must be agreed upon by the Chief of Police and the Association President or their designees.

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 other states/jurisdictions at year-for-year credit for each full year of service in the other jurisdiction. The Chief may also give police officer laterals half credit for each full year as a reserve officer.

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 – 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.