

AGREEMENT

BETWEEN

CITY OF ST. HELENS

on behalf of the Police Department

and the

ST. HELENS POLICE ASSOCIATION

July 1, 2017 through June 30, 2020
Resolution No. 1794

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AGREEMENT BETWEEN
CITY OF ST. HELENS
on behalf of the Police Department
and
ST. HELENS POLICE ASSOCIATION

PREAMBLE

This Agreement is entered into by the City of St. Helens on behalf of the Police Department, hereinafter “City” and the St. Helens Police Association, hereinafter referred to as the Association, for the purpose of establishing terms and conditions for certain classifications of employees for the St. Helens Police Department.

ARTICLE 1 – RECOGNITION

SECTION 1. – RECOGNITION.

City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other working conditions of persons regularly scheduled to work more than twenty (20) or more hours per week in the classifications of police officer, code enforcement officer, police support specialist and police records specialist, or any other positions that appear in Appendix A of this Agreement as amended periodically.

SECTION 2. – PART-TIME EMPLOYEES.

Persons scheduled to work less than full time shall not be subject to the following articles of this Agreement: Seniority, Layoff, Vacations, Sick Leave, Short and Long Term Disability Coverage, Holidays and Insurance. However, when such employee is scheduled to work the day before and after a holiday, the employee will be entitled to holiday pay.

SECTION 3. – NEW OR CHANGED POSITIONS.

Should the City establish a new position or substantially change the duties of an existing position, the City shall notify the Association of the new position or reclassified position, including providing to the Association a copy of the position description and proposed pay rate. In the event the Association does not agree with the pay rate for positions included in the bargaining unit, and so notifies the City, the parties shall within ten (10) working days enter into negotiations. Should negotiations fail to settle the pay rate, the pay rate in dispute shall be submitted to binding interest arbitration in accordance with ORS 243.698, *et seq.*

Should the parties disagree on whether the position is properly included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board for resolution. This shall be the sole remedy for the issue of whether the position is in or out of the unit and the Association waives its right to grieve the issue under the terms of this Agreement.

ARTICLE 2 – NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, national origin, union affiliation, political affiliation, sexual orientation or physical and/or mental handicaps. The foregoing shall not be construed to prohibit discrimination based upon bona fide occupational requirements.

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

Inasmuch as there are other means to process complaints pursuant to this Article, Step 3 of Article 8, Settlement of Disputes shall be the final step in the grievance procedure for grievances arising from this Article.

ARTICLE 3 – ASSOCIATION RIGHTS

SECTION 1. – DUES DEDUCTION.

Upon written authorization of an employee within the bargaining unit, the City will begin deducting the regular monthly Association dues and assessments for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The uniform amount to be deducted shall be certified to the City in writing by the treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer within fourteen (14) calendar days after the payroll deduction is made.

SECTION 2. – ASSOCIATION SECURITY.

All employees covered by this Agreement shall, within thirty (30) days of signing this Agreement or initial employment, whichever occurs later, either become a member of the Association and sign a dues deduction authorization card or shall sign a deduction authorization from his or her check in an amount in lieu of dues equal to monthly dues which shall be sent to the Association at the same time as the dues deducted from members' checks. An employee who objects to the concept of fair share based on bona fide religious beliefs may instead divert the in-lieu-of dues payment to a non-religious charity agreed upon by the employee and the Association's designee. Proof of that diversion shall be provided to the Association and the City.

SECTION 3. – HOLD HARMLESS.

The Association will indemnify, defend and hold the City harmless against any claims instituted against the City pursuant to Sections 1 and 2 above. The Association agrees to refund to the City any amount paid to it in error.

SECTION 4. – ASSOCIATION BULLETIN BOARDS.

City agrees to designate a bulletin board space in the Department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins posted there as Association material.

SECTION 5. – ASSOCIATION REPRESENTATIVES.

A. Members of the bargaining unit elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except:

1. The City shall allow up to two (2) bargaining unit members to attend contract negotiations, mandatory bargaining meetings, or meetings regarding a grievance, during duty hours without loss of pay so long as the Association provides shift coverage and the City will not incur overtime expenses. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties and selected as to minimize any negative impact to the members and the City.

2. On duty employees may attend Association meetings to ratify a labor agreement within the City limits, but shall be subject to call.

3. A union executive board member asked to attend a labor management meeting (including disciplinary and grievance meetings and employee interviews) will be permitted to attend without loss of pay, subject to call, and otherwise as provided in this agreement.

B. Association representatives or Association legal counsel shall have access to the premises of the Police Department for the purpose of meetings central to the purpose of labor relations between the parties as long as operations are not unduly interrupted, provided that the representative checks in with the duty supervisor upon entering the facility.

C. The City agrees to furnish each new employee in the bargaining unit with this Collective Bargaining Agreement at the time of their employment which may be electronic.

SECTION 6. – NON-DISCRIMINATION.

Employees have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on matters of employee relations. Employees also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the parties to this Agreement because of the exercise of these rights.

ARTICLE 4 – MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the City if government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City, including, but not limited to, the following listed management functions:

1. The determination of the governmental services to be rendered to the citizens of the City's service area.
2. The determination of financial budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
4. The management and direction of the work force including: the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of their proper classification; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline; the right to lay off; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase dispose and assign equipment or supplies; and the right to contract or subcontract any work. However, in the event the City decides to contract out work which would significantly deviate from past practice, the City will notify the Association and offer the Association the opportunity to discuss effective means to minimize the impact of such action on bargaining unit members before implementation. This in no way shall preclude the use of reserve officers or other temporary employees.

This Article shall not preclude the Association and the City from either: (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto. Each party shall advise the other at least two (2) working days prior to such meeting as to the subject matter to be discussed.

Reserve officers shall not be used to avoid regular payment or overtime payment for regular employees, nor shall reserve officers be utilized if a regular employee is in layoff status, in such cases regular employees shall be reinstated to duties including called into work overtime.

ARTICLE 5 – STRIKES AND LOCKOUTS

Inasmuch as there are other means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

1. During the term of this Agreement, the City shall not, as a direct result of a dispute with the Association lock out any member of the bargaining unit covered by the terms of this Agreement.

2. During the term of this Agreement, the Association or its members will not participate in any strike, or other concerted activity to include the observance of the picket line of another labor organization while on assigned tour of duty. In the event of a violation of the above, the City may discipline, including discharge, any individual employee involved in any of the above defined prohibited activities.

ARTICLE 6 – SENIORITY AND PROBATIONARY PERIOD

SECTION 1. – PROBATION AND SENIORITY ACCRUAL - NEW HIRES.

A non-sworn employee or lateral hire sworn employee shall attain seniority after twelve (12) continuous months of employment in the bargaining unit; a sworn employee shall attain seniority after eighteen (18) continuous months of employment in the bargaining unit. During this period the probationary employee may be discharged at the sole discretion of the City without any reason or cause being shown. The employee shall be without recourse to the grievance procedure.

SECTION 2. – PROBATION UPON PROMOTION.

Employees promoted within the unit shall be subject to a six (6) month probationary period; employees promoted to a police department position outside the unit shall serve a probation period as determined by the City, which the parties agree shall not exceed six (6) months. Those employees failing to meet the promotional probationary period shall be returned to an available position in the former classification within the bargaining unit without loss of seniority. The return of an employee to the former classification during promotional probation is administrative and not discipline.

SECTION 3. – NON-REPRESENTED EMPLOYEES SENIORITY.

A former bargaining unit member who promotes to or accepts a position with the City which is non-represented by the Association shall retain their bargaining unit seniority, but shall have their bargaining unit seniority frozen at the point they begin working in

the non-represented position. If a non-represented employee returns to a position represented by the Association the employee's Association seniority shall begin from the point at which the employee was no longer represented by the Association and the employee's former bargaining unit seniority shall be reinstated and bargaining unit seniority shall begin to accrue.

SECTION 4. – VOLUNTARY DEMOTION.

Association members who leave the bargaining unit as Sergeants or who accept a promotion as Sergeant may voluntarily elect to demote to the bargaining unit as a police officer any time and for any reason during the first twelve (12) months the employee is outside the Association. If an employee exercises this choice, their base salary will be adjusted to the top step police officer pay step.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

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. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge.

The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond Step 2.

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 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 involving loss of pay or dismissal, will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing, 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.

2. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of 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. 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 interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be

transcribed 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 forty-five (45) days from discovery by the City of the basis of discipline. If not, the employee will be exonerated of all charges.

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. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

C. Outside Agency Investigations & Informed Inquiries. Section 5 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 shall only rely upon the involved officer's formal interview statements for all administrative purposes.

SECTION 6. – EMPLOYEE REVIEW.

Each current employee shall have the right, upon request, to review and obtain, at the expense of the employee, a copy of the employee's personnel file and all files, except ongoing investigation files, related to the employee. The City may waive copying charges at the City's discretion. The Association shall be furnished a copy of the files or any portion thereof at no expense to the Association, when and to the extent that the file information is relevant to issues of contract or grievance administration. Medical records will be disclosed by the City only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee.

The City maintains the official personnel file in the Police Department. To review this file, an employee must contact the Police Chief or designee and schedule a time to inspect the file. This file contains miscellaneous information such as change of status forms, DPSST forms, commendations and thank you letters, EDPP's and supervisory information.

A. There should be nothing of which the employee is not aware in either file.

B. If an employee requests to have information removed from the personnel and supervisory file, he/she shall make the request to the Police Chief or designee. The

request will be reviewed and the employee notified of the decision. The City will maintain records in these files which are relevant and timely, and in accordance with Section 8 related to Records Retention.

SECTION 7. – EMPLOYEE RESPONSES.

Each employee may respond in writing to any item placed in that employee's personnel file and that response shall become a part of the file.

SECTION 8. – RECORDS RETENTION.

Counseling and warnings and any response written by the employee shall, upon request of the employee, be removed after twelve (12) months from the date the action is taken, provided there are no subsequent counseling and warnings or disciplinary actions about the same or similar issues taken during the intervening period of time. All other disciplinary documents may become a permanent record in the personnel file.

However, any such document may be removed from that file by mutual consent of the Police Chief and the affected employee. Any record removed from the personnel file may be maintained in a separate system of records.

SECTION 9. – EMPLOYEE RIGHT TO READ AND DUTY TO SIGN.

Each shall be given the opportunity to read and shall be given the opportunity to sign any written material pertaining to evaluation, performance, or disciplinary actions prior to such information being placed in the official personnel file of that employee. Signing does not necessarily indicate agreement. If an employee refuses to sign, the City shall document the refusal with the signature of the presenter and the signature of a witness attesting to the refusal.

ARTICLE 8 – SETTLEMENT OF DISPUTES

SECTION 1. – GRIEVANCE PROCEDURE.

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the Association may present the grievance, in writing, to the Police Chief. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- A. A statement of the grievance and the factual allegations upon which it is based;
- B. The section(s) of this Agreement alleged to have been violated;

- C. The remedy sought;
- D. The name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the Police Chief will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within ten (10) days of the receipt of the grievance. The Police Chief shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance remains unresolved, within ten (10) days of receipt of the written Step 2 decision of the Police Chief, the Association may present the grievance, in writing, to the City Administrator. The written grievance to the City Administrator will explain why the Association is proceeding with the grievance in light of the Police Chief's Step 2 response. After receipt of the Step 3 written grievance, the City Administrator shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) days of receipt of the Step 3 grievance.

Step 4. If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Administrator within ten (10) days following the date the City Administrator's response is due or received, whichever is earlier.

The parties may mutually agree upon an arbitrator. The Association shall submit a written request to the Oregon Employment Relations Board for a list of thirteen (13) arbitrators. A copy of the Association's request shall be provided to the City Administrator. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas. If subpoenaed to an arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing

three (3) copies of the transcript.

SECTION 2. – TIME LIMITS.

All parties subject to these procedures shall be bound by the time limits contained herein. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived, with prejudice.

Each reference to “days” in this Article means regular business days, Monday through Friday.

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

SECTION 3. – STEWARDS.

Employees selected by the Association to act as Association representatives shall be known as “stewards.” The names of employees selected as stewards and the names of other Association representatives who may represent employees shall be certified in writing to the City by the Association. Stewards may process formal grievances during working hours provided essential services are not interrupted.

ARTICLE 9 – HOURS OF WORK

SECTION 1. – WORKWEEK.

A normal work week for an 8 or 10 hour shift shall consist of a forty (40)-hour work schedule during any seven (7)-day calendar period beginning with an employee’s first regular scheduled shift. When using the 12-hour patrol work shifts work schedule a normal work period shall consist of an eighty (80) – hour work schedule during a fourteen (14)–day calendar period beginning with an employee’s first regular work shift and if a 12-hour shift is scheduled the parties elect to follow FLSA 7(k) rules.

SECTION 2. – WORKDAY.

A normal workday shall consist of eight (8) hours in one (1) of five (5) tours of duty (or at the City’s option, ten (10) hours in one (1) of four (4) tours of duty), or a twelve (12) hours schedule as defined in Article 9 Section 4. A workday is defined as a twenty-four (24)-hour period commencing with an employee’s regular scheduled shift.

SECTION 3. – SHIFT CHANGE.

In the case of shift work employees and except in cases of emergency, voluntary or shift change situations, the weekly work schedule shall normally include two (2) three (3) or four (4) consecutive days off with a minimum of sixty-four (64) hours off, depending on the schedule worked.

In the case of non-shift work employees, the basic work week shall be Monday through Friday.

SECTION 4. – WORK SCHEDULES.

Work schedules for shift work employees indicating the hours and days scheduled to be worked for the following month shall be posted on department bulletin boards at least one (1) week in advance. Schedule changes necessitated for a shift of less than two (2) officers unforeseen at the time of the monthly posting will be posted as soon as possible.

Time and one-half (1 1/2) an employee's regular rate of pay shall be paid officers for all hours worked outside their normal seniority bid shift if the shift is already minimum staffed with at least two (2) other officers working on a shift unless the officer voluntarily agrees to the shift, or unless the shift is adjusted as provided for under Article 9, Section 7.

Voluntary changes in the work schedule shall be by mutual consent of the affected employees and the supervisor.

Unless otherwise mutually agreed the 12-hour patrol work shift schedule will be configured for each patrol officer to include the following work shifts and days off as set forth in 4.a. through 4.d. below:

- a. The employee will work three (3) consecutive shifts of twelve (12) consecutive hours each,
- b. Followed by three (3) or four (4) consecutive days off, then
- c. Three consecutive shifts of twelve (12) consecutive hours followed by one shift of eight (8) consecutive hours,
- d. Followed by three (3) or four (4) consecutive days off, depending on the bid shift selected by the officer.

The work schedule listed above results in an eighty (80)-hour work schedule during a fourteen (14)-day calendar period as set forth in Section 1 above.

If upon the signing of this Agreement, the patrol staff is working the 12 hour work shift, then patrol staff will continue working the 12 hour shift, which shall renew without action from either party every six months. Either party may discontinue this shift during a six (6)-month period with reasonable notice to the other. The shift shall then change at the end of the current six (6)-month period, unless the change must be implemented sooner due to operational needs.

SECTION 5. – LUNCH PERIODS.

Lunch periods assigned to be taken during working hours shall be with pay up to thirty (30) minutes. Lunch periods assigned to be taken during working hours of twelve (12) hour work shifts shall be with pay up to forty five (45) minutes.

SECTION 6. – REST PERIODS.

Except in emergency situations, paid rest periods of up to fifteen (15) minutes per one-half shift will be allowed, such rest period allowed as near as possible to the middle of the half-shift.

Except in emergency situations, paid rest periods of up to fifteen (15) minutes per each four (4) hours of a twelve (12)-hour patrol shift will be allowed, such rest period allowed as near as possible to the middle if the four (4)-hour period.

SECTION 7. – SHIFT SELECTION.

A. Shift selection shall be allowed according to department seniority. However, nothing in this section shall prevent the City from assigning a person to a particular shift for the good and welfare of the department so long as the City adheres to Article 9, Section 7.C and 7.D as outlined below. If an employee feels that such a shift assignment was performed in an arbitrary or capricious manner, then such action may be contested under the grievance procedure.

B. When the department has at least thirteen (13) non-training solo status police officers and those officers are assigned to an eight (8) hour shift there shall be at least three (3) shift bid slots each on the day shift, the swing shift and the graveyard shift. If officers are assigned to a twelve (12) hour shift, there shall be at least five (5) shift bid slots on the day shift and at least four (4) shift bid slots on night shift.

C. The department may make temporary exceptions to the requirements of Article 9, Section 7.A and 7.B above in an emergency, when there is an Association member disability that must be accommodated by the City, when there is an Association member protected status leave that must be accommodated by the City or when the City has a documented need for directed enforcement to impact a community crime issue. When the City exercises a temporary exception to Article 9, Section 7.A and 7.B the City must provide the Association written notice of the temporary exception and the anticipated duration of the temporary exception.

D. When moving Association members for a temporary exception, the City will first seek volunteers and if no one volunteers the least senior Association member will be moved from the impacted shift.

SECTION 8. – JURY DUTY.

Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Employees assigned to swing shift or graveyard shift called to jury duty for more than four (4) hours shall be given the following graveyard or swing shift off with pay.

The employee is required to seek all fees due the employee for such jury duty and turn said fees, excepting personal vehicle mileage, over to the employer. Upon being excused

from jury duty for any day, the employee shall immediately contact their supervisor for assignment for the remainder of their work day.

SECTION 9 – TRAINING.

On an employee's normal duty day, the City may adjust the starting time of the employee(s) attending training so that the start time coincides with the start of training in St. Helens or with the travel departure time for out of town travel. It is agreed that if three (3) or fewer hours remains available for duty at the conclusion of training and/or travel, the employee will be relieved of the obligation to perform patrol duties.

All employees assigned to training shall be released from duty without loss of pay or earned leave for at least eight (8) hours prior to the time the member is required to depart, if travel is required, or at least eight (8) hours prior to the start of the training if no travel is required. Employees shall not be required to return to their normal duty after training is completed for a minimum of eight (8) hours

Travel time and training attended on a day off will be paid as required under the FLSA unless Article 10 requires otherwise.

ARTICLE 10 – OVERTIME

SECTION 1. – OVERTIME CALCULATIONS.

As used in this contract, overtime (one and one-half (1 and 1/2) times an employee's regular salary) shall mean that time an employee works, when authorized by the supervisor, in excess of forty (40) hours in any seven (7) consecutive days period or in excess of eight (8) hours in any twenty-four (24)-hour period. All hours worked (not including shift trades) in excess of 40 hours a week or 80 hours in a fourteen (14)-day period while working a twelve (12)-hour shift, shall be compensated at the overtime rate, including the City's practice of switchbacks unless arranged by the officers between themselves in order to achieve time off.

Where by mutual agreement between the Association and the City that employee works four (4) ten (10)-hour shifts followed by three (3) consecutive days off, hours worked in excess of ten (10) hours in any twenty-four (24)-hour period would be paid at the overtime rate of one and one-half (1 1/2) times an employee's regular salary.

When working the twelve (12)-hour patrol work schedule, overtime (one and one-half (1 and 1/2) times an employee's regular salary) shall mean that time an employee works, when authorized by the supervisor, in excess of eighty (80) hours in any fourteen (14) consecutive days work period or in excess of twelve (12) hours or eight (8) hours in a twenty-four (24)-hour period, depending on the regularly scheduled length of an employee's work shift. In no event shall the voluntary exchange of schedules or shift change situations which are agreed upon by a supervisor and an employee, or which have been arranged by officers between themselves, result in the payment of overtime.

Paid leave shall be treated as hours worked for purposes of calculating daily and weekly overtime entitlements pursuant to this agreement.

SECTION 2. – OVERTIME CALCULATION/COMPENSATORY TIME.

A. Required overtime shall be computed to the nearest fifteen (15) minutes and compensated at time and one-half the regular rate. Overtime shall be paid either in cash or compensatory time off at the discretion of the employee. Compensatory time off shall be granted with the approval of the City and shall be scheduled by the City in cooperation with the employee within a reasonable time in relation to the request, provided that if the time off cannot be so scheduled, the employee may withdraw the request or if not withdrawn the City may buy out the comp time balance.

B. The maximum accrual shall be one hundred twenty (120) hours.

The City will cash out the employee's compensatory leave that exceeds the maximum at the end of each fiscal year.

SECTION 3. – CALL-BACK.

An employee called to work outside a scheduled shift shall be paid for a minimum of three (3) hours at the overtime rate in all situations except those set forth in Section 5 below. For the purpose of this section, the call-out must have occurred at least one (1) hour before or after the end of the regularly scheduled shift, if not, the overtime shall be deemed an extension of the workday and compensated as such. This section applies to emergency situations or events that were not scheduled prior to the end of the employee's preceding shift.

SECTION 4. – OFF-DUTY WORK.

Provided that in the City's judgment, assumption of the work will not adversely affect the Department, qualified members of this bargaining unit shall have the option to perform all regular Police Department work outside of regular scheduled duty hours. Private sector community organization requests for Department assistance for additional building or area security personnel for special events shall not be considered Police Department work. City shall assign or schedule to the employee deemed necessary for public safety outside all community events. For any additional security duties desired by the private sector or event sponsor, off-duty bargaining unit employees may request Department recommendation to the sponsor based on Department seniority. The Department shall not be responsible for setting rates, paying personnel or scheduling any regular employees hired for such off-duty private security work. Additional building or area security duties beyond the police officers deemed necessary for public safety may be performed by reserve officers under any Department reserve officer program that may be established.

SECTION 5. – OVERTIME FOR COURT TIME.

Court time required as a normal part of an officer's job, but which occurs on an officer's off-duty day will be paid at the overtime rate for a minimum of three (3) hours. Court time required as a normal part of an officer's job, but which occurs outside a regular tour of duty will be paid at the overtime rate for a minimum of three (3) hours provided that such court time is scheduled more than one (1) hour before or after the regularly scheduled shift. If it is scheduled within that hour, the time shall be deemed an extension of the workday and compensated as such.

SECTION 6. – WORK-RELATED PHONE CALLS.

A. Work-related phone calls of seven (7) minutes or longer shall be compensated at one-half (1/2) hour of overtime at the employee's regular overtime rate of pay per phone call. It is the intent of the parties to comply with the FLSA, and phone calls of less than seven (7) minutes are *de minimus*.

B. If a phone call to an off-duty employee is one-half (1/2) hour or more in duration then the employee shall be compensated for the phone call as Call-Back Time compensation in accordance with Section 3 above.

SECTION 7. – SAFETY RELEASE

When an employee works sixteen (16) or more hours in a twenty-four (24) hour work day shall be provided at least nine (9) hours of safety release time before beginning the next regularly scheduled shift. If there are four (4) hours or less between an employee's work assignments, the time between the assignments, although unpaid and not worked, will count toward the sixteen (16) hours for purposes of safety release only.

If safety release time extends into an employee's next regularly scheduled shift, the employee shall be given paid administrative leave for the period of that regular shift taken off to meet the nine (9) hour safety release requirement. If the safety release time will not extend more than half-way through the employee's next shift, the employee shall report to work at the end of the safety release time unless authorized not to do so. If the safety release time will extend more than half-way through an employee's next shift, the employee may request leave not to work the remainder of the shift before or at the time release time begins. Authorized time off in this situation will be paid from accrued leave (vacation, sick, holiday or compensatory time) for the remainder of the shift beyond the nine-hour safety release period. If the employee does not have sufficient accrued leave, the employee may use unpaid leave. Permission to take off the remainder of the shift will be approved or disallowed by the Chief or the Chief's designee based on operational considerations.

Safety release time requirements shall not apply in cases where employees are responding to major crimes or to meet requirements of a City emergency as declared by the Chief of Police, the City Administrator or the City Council.

An employee shall advise an on-duty shift sergeant as soon as the employee reasonably believes a shift will extend beyond sixteen (16) hours and no later than one hour before reaching the sixteen (16) hour threshold, unless to do so is not feasible.

ARTICLE 11 – SENIORITY

SECTION 1. – DEFINITION.

- A. **Seniority.** Seniority shall mean the length of an employee's continuous service within the bargaining unit since a regular employee's last date of hire.
- B. **Classification Seniority.** Classification seniority shall mean the length of an employee's continuous service within their job classification.

SECTION 2. – SENIORITY LISTS.

City shall provide the Association's president a seniority list on the Association's bulletin board space on July 1 of each year. The seniority list shall show the continuous service of each bargaining unit member, their seniority and their classification seniority.

SECTION 3. – BREAKS IN CONTINUOUS SERVICE.

An employee's continuous service record shall be broken by a non-work related leave of absence which extends for a period longer than thirty (30) days, resignation, discharge and retirement. However, if an employee returns to bargaining unit work in any capacity within ninety (90) days, the break in continuous service shall be removed from the record, except that no credit shall be given for the intervening time.

SECTION 4. – REINSTATEMENT FOLLOWING RESIGNATION.

A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of termination may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the available position if the City approves. The reinstated employee will receive the vacation and sick leave accrual rates which applied at the date of termination. No leave balances will be restored. This section will not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this section more than once.

SECTION 5. – VACATIONS.

In the event two (2) or more employees select the same vacation period, the employee with the most seniority will receive primary consideration for approval. However, senior employees, to exercise their seniority rights, shall record vacation selections no later than February 1, for all vacations between March 1 and August 31 and no later than August 1 for all vacations between September 1 and March 1.

The City shall make all reasonable attempts to grant vacation to employees who request vacation.

When an employee bids seniority vacation no later than February 1, or no later than August 1, then within the following fifteen (15) days the City shall approve or deny bid vacations. Vacations which are bid and approved in this process are guaranteed and shall not be cancelled by the City. If a bid vacation is denied, that vacation bidder may bid other dates within five (5) days of the City's denial. Seniority bids are determined based on department-wide seniority and shall take into account, all sworn personnel for sworn seniority bids, or all non-sworn employees in the same classification for non-sworn seniority bids. At the discretion of the City, the City may grant additional time off to any employee who was unable to have a vacation approved during a seniority bid.

SECTION 6. – TIME OFF.

Time off other than bid vacation will be approved and scheduled or denied based on coverage needs and cooperation.

Time off for employees includes compensatory time off vacation, and holidays.

When an employee requests time off which request is outside the seniority bid process prior to February 1 and August 1, and the request is made with less than 14 days' notice of the requested time off, the employee requesting time off will consult with the supervisor who schedules work and time off, and thereafter will identify an officer or officers who by shift trade, switchback or otherwise are willing to cover the shift if needed to maintain minimum staffing without payment of overtime. Such officer(s) may be called upon by the City to cover the shift on a non-overtime basis if the time off is granted by the City.

If the time off request is requested with more than 14 days' notice, and the request is not part of a seniority vacation bid, the City may temporarily perform a shift adjustment on the most reasonable person in order to accommodate the requested time off. This type of temporary shift adjustment to accommodate a time off request will not obligate the City to pay overtime to the adjusted employee unless payment of overtime is otherwise required under FLSA or the current Collective Bargaining Agreement. The City also has the option to cover a time off request with the use of overtime at the discretion of the City.

The Association understands that the City may not be able to grant all requested time off. If more than one person makes a non-seniority request for the same time off period, time off requests will be granted based on the first request received and thereafter by "first come, first served."

SECTION 7. – SHIFT BIDS.

The Police Department will conduct shift bidding between January 1 and January 15 of each year for the following June 1st through August 31st. The Police Department will

conduct a second shift bid between July 1st and July 15th for the period of September 1st through May 31st of the following calendar year. The shift and days off available for bidding shall be posted thirty (30) days in advance of the bid process.

Employee shift changes may take place outside of the bid process if approved by the City and by mutual agreement between the affected parties. If the affected employee does not agree to the shift change, then the affected employee will be provided with 45 days' notice before the senior employee will "bump" the affected employee.

Changes from the posted bid schedule may be made as "shift adjustment" in order to maximize approval of vacation bids and in order to reduce overtime expense as a consequence of balancing staffing among the shifts. The City may also deviate from a bid shift for operational need, training, and staffing reasons. Such adjustment shall not result in overtime or expense to the City. Such adjustments shall be posted with the shift bid results.

Shift bidding does not apply to probationary employees working subject to supervision and evaluation of an FTO.

Detectives and the SRO do not participate in the shift bid process and shall be scheduled in accordance with past practice including during the SRO's/school summer break. The SRO may shift bid for the months of July and August; if he does not do so, his shifts and days off during these months shall be assigned based on operational need.

ARTICLE 12 – LAYOFFS

SECTION 1. – LAYOFF PROCESS.

In the event that the City determines that a reduction in force is appropriate and in the context of the staffing requirements, employees will be laid off from the affected classification in inverse order of bargaining unit seniority.

SECTION 2. – BUMPING RIGHTS.

Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority. An individual targeted for layoff may be eligible to bump an employee in an equal or lower job classification provided the bumping employee has greater bargaining unit seniority than the displaced employee, which the bumping employee is at least equally qualified to do the work, and the bumping employee is willing to work at the lower wage rate. Bumping shall be limited to one (1) series of actions.

SECTION 3. – NOTICE.

Affected employees will be advised of the layoff at least sixty (60) calendar days in advance of the effective date.

SECTION 4. – RECALL PROCEDURE.

An employee in the unit who has been laid off will be recalled in inverse order of layoff for any vacancy within the bargaining unit for which the employee is qualified. Employees shall retain recall rights for twenty-four (24) months. Employees recalled by the City shall be reinstated with seniority rights accumulated as of the date of their layoff. Any laid off employee who is recalled by the City shall have ten (10) working days from receipt of notice by Certified Mail in which to accept the assignment and an additional ten (10) working days from the date of the employee's acceptance to report for reemployment. It shall be the employee's responsibility to keep the City apprised of a current mailing address for that period. Return of the notice as undeliverable because the employee has moved without notifying the City may be deemed by the City to constitute rejection of the assignment.

During an employee's lay off period, notices of all department openings will be mailed directly to the laid off employee's last known mailing address.

The names of laid off employees will be placed on a re-employment list for the classification previously occupied in inverse order of layoff. The list will remain in effect until the employee requests that his/her name be removed, the employee fails to accept re-employment, or the twenty-four (24)-month period expires.

A terminated employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this Agreement.

ARTICLE 13 – VACANCIES

SECTION 1. – POSTING.

City will post notice on the Association's bulletin board of Department vacancies not later than the time that such information is made available to the general public.

SECTION 2. – SELECTIONS.

Provided that internal applicants are equally qualified with external applicants for a vacancy, then the most senior, best qualified internal applicant shall be appointed.

ARTICLE 14 – HOLIDAYS

SECTION 1. – HOLIDAYS.

The City recognizes the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

A. In the event the employee is unable to schedule a day off for a holiday, upon the employee's written request, the day shall be cashed out at an extra eight (8) hours at the straight time rate for the day. If the day has not been taken or the employee has not been paid for the day at the end of each fiscal year, the time shall be converted to compensatory time.

B. In addition, two (2) non-cumulative floating holidays shall be allowed to each regular employee each contract year. The floating holidays shall be granted each calendar year on the employee's birthday and the anniversary of the employee's hire date.

C. In the event a recognized holiday falls on an employee's regularly scheduled day off, that employee will be allowed to take a delayed holiday. Upon request of the employee, a compensation day off shall be granted in lieu of extra pay.

D. Veterans eligibility to observe Veterans Day off with pay shall be determined and administered as set forth in Senate Bill 1, signed into law April 4, 2013.

SECTION 2. – DEFERRED HOLIDAY – NON-PATROL OFFICERS.

For Police Support Specialist, Police Records Specialist, Code Enforcement Officer, Detective and non-patrol special assigned officers, whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday. In the case where the Friday or Monday is also an observed holiday, the preceding Thursday or following Tuesday shall be observed as the holiday.

The above observed Friday or Monday holidays may be recognized at other times when mutually agreed between an employee and management.

ARTICLE 15 – VACATION

SECTION 1. – VACATION ACCRUAL.

Vacation time shall accrue to full-time bargaining unit members as follows:

One (1) month to forty-eight (48) months	6.667 Hrs. per month	Max 200 Hrs.
Forty-nine (49) months to (108) months	10.000 Hrs. per month	Max 300 Hrs.
(109) months to (168) months	13.334 Hrs. per month	Max 400 Hrs.
(169) months to (228) months	16.667 Hrs. per month	Max 500 Hrs.
After (229) months	20.000 Hrs. per month	Max 600 Hrs.

If the employee is hired on or before the 15th of the month, vacation leave shall accrue from the first of the month. Employees hired after the 16th of the month shall start accruing vacation leave on the first of the following month. Full-time bargaining unit members may take earned vacation if approved after completion of field training.

Any employee who is laid off, discharged, retired or separated from the City, for any reasons, prior to taking of their vacation, shall be compensated in cash for all unused vacation that has accumulated at the time of separation.

SECTION 2. – MAXIMUM VACATION HOURS.

Employees may accumulate up to eighteen (18) months of accrued vacation leave at their applicable rate as set forth in Section 1.

SECTION 3. – EXCESS VACATION TIME.

Vacation leave shall be taken in the eighteen (18) month period following the year it is earned unless special arrangements in writing are made with the Police Chief. Failure to make such arrangements will result in the loss of accumulated time over the allowable/maximum hourly amount as set forth in Section 1.

ARTICLE 16 – SICK LEAVE AND WORKERS’ COMPENSATION

SECTION 1. – SICK LEAVE CREDIT.

Full-time bargaining unit members shall be credited with eight (8) hours of sick leave per month for each full month worked. Part-time bargaining unit members shall be credited with sick leave on a pro rata basis provided at least eighty-seven (87) hours were worked in the month.

Absences chargeable to sick leave shall be charged for actual time absent rounded to the nearest quarter (1/4) hour.

SECTION 2. – ACCUMULATION.

Earned and unused sick leave shall be accumulated from year to year at the rate of one (1) day per month to a maximum of twelve hundred (1200) hours.

SECTION 3. – ENTITLEMENT.

After completion of one (1) month of employment, bargaining unit members will be entitled to utilize sick leave for the employee's own illness doctor or dental appointments or the illness of a member in the immediate family. "Immediate family" for the purpose of this Article is defined as either mother, father, *in loco parentis* relationships, spouse, child or any relative living in the immediate household of the employee.

SECTION 4. – SICK LEAVE FOLD-IN.

A. Sick Leave Fold-in Abolished. The parties have previously elected that bargaining unit employees will be entitled to 'fold in' one half (1/2) of the unused sick leave hours in accordance with PERS rules to be used in determining the employee's final average salary. The PERS fold-in election is abolished.

B. HRA VEBA Payment Upon Retirement. Bargaining unit members' sick leave balance will be paid into the member's HRA VEBA account. The value of the computation shall be determined based on the employee's regular hourly rate of pay at the time of retirement. The City payment to HRA VEBA on the employee's behalf shall reflect payment for all hours of sick leave unused at the time of retirement.

C. Legal Requirements Related to HRA. Employees shall not have access to the value of this payment in cash or other equivalent, and this election is irrevocable by individual employees, and shall be subject to modification only by amendment to the Collective Bargaining Agreement in order to remain in compliance with Internal Revenue Service regulations and HRA VEBA plan requirements.

SECTION 5. – OCCUPATIONAL INJURY AND ILLNESS AND COORDINATION OF BENEFITS.

Employees will be insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.

An employee who is entitled to receive Workers' Compensation time loss payments is compensated an amount computed by the Workers' Compensation insurer as provided by law based upon annualized earnings (base wage plus premiums, incentives and overtime). The employee shall receive these payments during the time loss eligibility period as provided by law.

In addition, during the first one hundred and eighty (180) days of a Workers' Compensation time loss due to an on the job injury or illness, if the time loss payment

from the Workers' Compensation insurer is determined by the City to be less than the employee's annualized earnings (base wage plus premiums, incentives and overtime net of taxes), the City will pay to the employee an amount equal to the difference between the Workers' Compensation payment received and the employee's net regular salary.

During the first one hundred and eighty (180) days, if the employee returns to light duty and the employee's compensation received for light duty and time loss payments is less than the employee's net regular salary, the employee may use accrued sick leave and the City will pay to the employee an amount equal to the difference between the compensation currently received and the employee's net regular salary.

Beginning on the one hundred and eighty first (181st) day after the date of injury, the employee may use any form of paid time off including accrued comp time, holiday credits, and vacation credits and any accumulated sick leave if the employee desires to supplement Workers' Compensation payments under this Agreement so that the injured employee receives the employee's net regular salary. Health care practitioner (HCP) progress reports may be required prior to approval of payments under this Article.

Under no circumstance may an employee use accrued paid leave to exceed the employee's net regular salary.

An employee may notify the City that the employee does not want the leave charged against accrued leave, and the employee will remain in time loss and/or other appropriate protected leave status.

For the purposes of this Section, "net regular salary" is calculated based upon the formula used by the Workers' Compensation insurer as provided by law.

While an employee is out on Workers' Compensation the employee shall be entitled to accrue full holiday, vacation, sick leave and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.

ARTICLE 17 – BEREAVEMENT LEAVE

An employee is entitled to receive three (3) workdays paid leave if travel is less than 150 miles one way and five (5) workdays paid leave if travel is in excess of 150 miles one way for a death sustained in the employee's immediate family. For the purpose of this article, "immediate family" is defined as either mother, father, grandparent of the employee or employee's spouse, spouse's child, child's spouse, brother, sister, in laws or any relative living in the immediate household of the employee.

For the purpose of this article, workdays shall mean an employee's normal workday as defined in Article 9, Section 2 of this agreement.

ARTICLE 18 – UNPAID LEAVE OF ABSENCE

A regular employee may be granted a leave of absence without pay up to six (6) months

when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. Employees on leave of absence shall be reinstated to their position upon the ending time stated in the leave request.

ARTICLE 19 – HEALTH AND WELFARE

SECTION 1. – COVERAGE

For the term of this Agreement, the City agrees to provide the following types of insurance coverage: medical-hospital, dental, prescription, and vision for full-time employees and their dependents.

A. Effective upon execution of this Agreement, and for the term of this Agreement, the City shall provide the following types of insurance coverage: medical-hospital, dental, prescription, and vision for regular employees in the bargaining unit and their dependents. The insurance plans referenced in Section 1 shall be the City County Insurance Services (CIS) plans currently in effect.

B. The City shall maintain the insurance *status quo* through December 31, 2017. Effective January 1, 2018, following execution of this Agreement by the parties and open enrollment conducted by the City and CIS, the following benefit options shall become effective:

1. Regence PPO Copay B \$500 deductible plan with Alternative Care and VSP Vision (12/12/24) Safety Glasses for all plan participants and dependents .
2. Kaiser Copay B plan.

SECTION 2. – PREMIUM CONTRIBUTIONS.

A. Effective January 1, 2015 and each month thereafter during the term of this Agreement, the employee will contribute two percent (2%) of the monthly premium cost of employee selected health insurance benefit.

B. Employees' premium contribution of two percent (2%) shall be paid by payroll deduction on a pre-tax basis.

SECTION 3. – SHORT-TERM DISABILITY.

A. All full-time regular City bargaining unit members will be covered by the City's self-funded short-term disability program. The program will provide wage continuation of 50% of employee salary and maintain health benefits from the date of the incident for a qualified short-term disability event. The employee may utilize accrued sick leave, vacation and holiday hours in any order to receive full wage continuation during the

period while the short-term disability program benefit is provided. The short-term disability program benefit is limited to a maximum of ninety (90) calendar days in any twelve (12) month period. The intent of the short-term disability benefit program is to offer financial assistance during the required long-term disability insurance waiting period defined by the group long-term disability insurance policy plan document in effect. Refer to Section 4 in this Article below related to long-term disability. As used in this paragraph, a “short-term disability event” is one which the City determines (based upon information provided the employee’s health care provider) is likely to lead to eligibility for the long-term disability benefit under the terms of the plan documents of the LTD policy.

B. Sick leave, vacation, and holiday time shall not accrue during STD and LTD periods of disability under Sections 3 and 4 of this Article. Seniority, as described in Article 8 of this Agreement relating to layoffs, will continue to accrue up to the first ninety (90) days of any disability period regardless of how it is or is not otherwise compensated.

C. An employee eligible for and receiving short-term disability payments under this Section 3 shall be ineligible to receive donations of sick leave from other employees, but eligible for donations of vacation and holiday in accordance with practice and City policy. D. This Section 3 related to short-term disability shall be administered retroactively to January 1, 2014, consistent with the transition to the City’s self-insured short-term disability benefit program.

SECTION 3. – LONG-TERM DISABILITY.

A. All full-time regular employees shall be provided long-term disability benefits under a City-provided group LTD insurance policy (currently City County Insurance Services - CIS). These benefits commence after a ninety (90)-day waiting period as defined in the LTD plan document.

B. The long-term disability benefit plan in effect defines the benefit not to exceed sixty-six and two-thirds percent (66.66%) of regular pre-disability income or two thousand dollars (\$2,000) per month, and is subject to offsets described in the insurance Plan document. This Agreement shall not be interpreted or applied to preclude the City and/or CIS from changing the Plan provider or increasing the LTD benefit.

C. No further accrual of sick leave, vacation and holiday benefits will occur during Long-term Disability. Seniority under this Agreement shall continue to accrue for up to two (2) years. Bargaining unit members' health premiums paid by the City will cease one (1) year from the date of time loss whether established through a workers' compensation claim, STD or LTD eligibility.

D. LTD disability premiums are paid by the City.

SECTION 4. – PHYSICAL FITNESS CLUB.

A. Upon an employee's proof of membership in a physical fitness club the City shall provide to bargaining unit members up to fifty dollars (\$50) payment per month per employee who participates in any physical fitness club. The reimbursement is intended to cover the cost of fitness club dues for the employee only. Employees who receive this reimbursement are expected to use the fitness club regularly. This reimbursement shall be paid to the employee by the City once each six (6) months.

B. The City will direct pay the actual cost of employee membership for individual membership to the CCSRC for those Association members that choose to be a member of the CCSRC. At the present time, the amount the City pays to the CCSRC Vault and Any Time Fitness for each employee is between thirty-three dollars (\$33) and thirty-five dollars (\$35) per month. When an Association member selects the CCSRC Vault or Any Time Fitness the Association member agrees that no additional dollars shall be paid to the Association member when the CCSRC Vault or Any Time Fitness is selected as the physical fitness club for the Association member and the City automatically pays the fee for the CCSRC Vault or Any Time Fitness each month on behalf of the Association member. This means, at the present time, the Association member is not entitled to the difference between thirty-three dollars (\$33) and fifty dollars (\$50).

C. Should an Association member select a fitness facility other than the CCSRC Vault or Any Time Fitness, the City shall reimburse the Association member up to fifty dollars (\$50) per month in accordance with the language of Section 9(A) as set forth above.

D. In paragraph (C) above "shall reimburse the Association member up to fifty dollars (\$50) per month" shall mean that so long as the Association member can produce receipts demonstrating that the Association member has expended money for membership in a physical fitness club then the City shall reimburse the Association member up to fifty dollars (\$50) per month. If the Association member produces receipts that show that the cost of a physical fitness club was less than thirty-five dollars (\$35) per month then the City will reimburse the Association member for the actual cost of the physical fitness club based upon the receipts produced by the Association member.

SECTION 5. – IRS PLAN 125.

The City shall make available for employees an IRS Section 125 Plan at no cost to the employee.

SECTION 6. – LIFE INSURANCE.

Effective January 1, 2014, the City shall provide group life insurance benefit plus AD&D of \$20,000 (CIS). The City also shall maintain the statutory life benefit of \$10,000.

SECTION 7. – WORKERS’ COMPENSATION.

The City shall provide workers’ compensation insurance or self-insure in accordance with law. During the period of workers’ compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this Agreement.

ARTICLE 20 – WAGES

SECTION 1. – SALARIES.

The City agrees to pay bargaining unit members the salaries provided in Appendix A of this Agreement. Salaries for part-time bargaining unit members will be prorated based on a full-time work month of 173.33 hours. An updated copy shall be provided to each employee and the Association on or before July 1 of each year.

The City shall pay the employer contribution to the Public Employees Retirement System (PERS) in accordance with the rules and regulations of the PERS Board. The City shall assume, pick-up and pay the employee contribution to PERS in accordance with the rules and regulations of the PERS Board.

SECTION 2. – ANNIVERSARY DATE.

Merit advancement shall be approved on the employee’s anniversary date where the employee had been doing satisfactory work and was making normal improvement in the employee’s ability to carry out the job assignment.

SECTION 3. – MID-MONTH DRAW.

Employees may select a regular mid-month draw option equal to fifty percent (50%) of that employee’s regular take home pay. The draw option will run for six (6)-month periods, July through December and January through June. Employees shall notify the City in writing no later than the 15th of the month preceding the six (6)-month period if they want to begin or continue the draw option for the next period.

SECTION 4. – DEFERRED COMPENSATION.

A Deferred Compensation Program, optional to the employee, shall be selected and administered by the City with employee input for all permanent bargaining unit members.

SECTION 5. – DPSST CERTIFICATE PAY SCHEDULE.

To be paid semi-annually by June 15 and December 15:

- Officers holding DPSST Intermediate Certificate:
5.0% x monthly base rate/month
- Officers holding DPSST Advanced Certificate:
10% x monthly base rate/month.

This is the maximum the employee may earn for certificate pay.

SECTION 6. – LONGEVITY PAY.

Longevity pay shall be paid to regular full-time non-sworn employees according to the following schedule:

After five (5) years of service	\$35 per month
After ten (10) years of service	\$55 per month
After fifteen (15) years of service	\$75 per month

SECTION 7. – WAGES.

- A. Effective January 1, 2018, the wage schedule then in effect on December 31, 2017, shall be increased by two and three quarters percent (2.75%) across the board.
- B. Effective January 1, 2019, the wage schedule in effect on December 31, 2018, shall be increased by two and three quarters percent (2.75%) across the board.
- C. Effective January 1, 2020, the wage schedule in effect on December 31, 2019, shall be increased by two and three quarters percent (2.75%) across the board.

SECTION 8. – HRA VEBA.

Each month the City will contribute two percent (2%), in addition to other compensation, of an employee's base salary to the HRA VEBA Account for the employee to be used by an employee in accordance with the terms of the HRA VEBA Trust Plan.

SECTION 9. – CANINE HANDLER COMPENSATION.

Officers assigned to serve as a canine handler shall, during periods when entrusted with the care, training and handling of a police canine, receive a premium of five percent (5%) which the parties agree constitutes adequate and bargained compensation for both the on-duty responsibilities and time the canine handler spends off-duty devoted to routine care, feeding and grooming of the police canine. The parties intend that canine handler practices and compensation are consistent with the following understandings: canine and handler training activities are predominantly conducted on-duty; acceptance of the canine handler assignment is based upon willingness to care for the police canine

off-duty as a family pet; commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle; and, not more than 45 minutes per day is required in the interest of the City as an employer for off-duty care of the police canine. These agreements and understandings are based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor.

SECTION 10. – DETECTIVE/SENIOR OFFICER COMPENSATION.

All sworn police officers who are assigned to the detective position, and who serve at least twenty four (24) consecutive months in the detective's position, and then rotate back to patrol status, shall be paid at the top step of the patrolman pay scale as listed in Appendix A.

SECTION 11. – FIELD TRAINING OFFICER COMPENSATION.

Officers assigned as Field Training Officer shall receive an additional five percent (5%) of base salary while working with a new regular officer as the regularly assigned FTO. Time spent by any officer involving the training and oversight of reserve police officers is not eligible for FTO premium pay. Time worked in the capacity of an FTO when not regularly assigned as such to a particular officer is not eligible for payment of this premium unless the Chief determines otherwise.

SECTION 12. – ADDITIONAL ONE-TIME-ONLY COMPENSATION.

Within thirty (30) days following ratification of this Agreement by the Association and the City Council, the City shall pay each member of the bargaining unit employed by the City on July 1, 2017 the sum of one thousand dollars (\$1000.00). This payment represents a sum paid upon Association ratification of this 2017 – 2020 labor agreement based on the agreements and concessions of the parties, bearing no relation to hours worked and not dependent on hours worked or job performance. This payment shall be paid subject to standard elections and withholding as wages, and shall not be included in the "regular rate of pay" for overtime calculation purposes for any work or payroll period.

ARTICLE 21 – INCENTIVE PAY

SECTION 1.– POLICE OFFICER FITNESS INCENTIVE.

It is the policy of the City and the purpose of this program to enhance the public image of the law enforcement profession and to provide regular full-time employees with the Police Department with the opportunity and incentive to maintain and improve their job skills and performance.

A. Physical Fitness.

All officers are required to take the physical fitness tests set forth below. These tests will be given annually, prior to July 1. The tests to be used are:

- 1.5-mile run/walk
- Push-ups
- Sit-ups
- Sit and Reach

All employees hired after February 2001 shall be exclusively tested using the DPSST obstacle course outlined in the attached Exhibit C.

Appendix “B” sets out the tests and incremental steps. Exhibits A, B, C, and D are commentaries on administering the tests and how individuals receive incentive pay.

The 1.5 run/walk or step test is mandatory. An officer may elect to take two out of three of the other tests.

In order for an officer to pass the physical fitness requirement above, they must meet a minimum fitness of forty (40) percentile in Appendix B. Passing means passing all tests at the forty (40) percentile.

An officer who passes the physical fitness requirement above will receive a five percent (5%) pay increase. An officer who performs at the fifty (50) percentile level will receive an additional twenty dollars (\$20) per month above the five percent (5%) and those officers who perform at the sixty (60) percentile level will receive forty dollars (\$40) per month above the five percent (5%).

The increase will be figured on the officer base pay of rank and grade. Officers will not be retested until the next annual test at which time they will again have to meet physical fitness standards. The pay increase shall be effective on July 1 of each year for the officers who pass the annual test. Passage of the test at any other time will result in a pay raise which shall be effective on the date a successful score is achieved.

B. Accident or Injury.

An officer shall not be disqualified due to any temporary physical injury, illness, accident, or injury that results in a doctor's prohibition of exercise. The prohibition of exercise must specify exactly which tests under this article the officer is unable to perform. All tests not specified must be performed at the officer current established performance level. Upon reinstatement by the doctor, employees shall have a reasonable length of time to re-qualify as determined by the fitness evaluation committee.

C. Review Committee.

There will be a three (3)-member review committee selected to review any appeal raised. The committee will consist of the Lieutenant, a Sergeant and a Patrol Officer. Membership can vote to select the Sergeant and Officer members of this committee. The Police Chief will accept recommendations from the review committee.

SECTION 2. – OTHER INCENTIVE PAY.

Non-sworn employees shall receive incentive pay of forty dollars (\$40) per month beginning the month during which eligibility is established by receipt of certification for CPR and the Multimedia First Aid course.

ARTICLE 22 – PER DIEM ALLOWANCE

Per Diem allowance shall be paid to any bargaining unit member assigned on business outside the service area based on current City of St. Helens policy in effect as of June 30, 2008.

ARTICLE 23 – CLOTHING, UNIFORMS AND DUTY WEAPON

If police department employees are required by the City to wear uniforms, the City shall continue, for the life of this Agreement, its practice of reimbursing such employees at the rates and in the manner described in this Article. Half (1/2) of that reimbursement shall be made on July 15 and half (1/2) on January 15.

The City shall continue the practice of allowing all employees to purchase uniforms while on duty without loss of pay and with the use of a City-owned vehicle.

CIRT Team members will be issued necessary uniforms and equipment required in the future. Employees who are members of the CIRT Team will receive reimbursement for any CIRT Team uniform or equipment item purchased by the officer with prior approval of the Chief or his designee.

A. The uniform allowance shall be one thousand one hundred dollars (\$1,100) per calendar year for sworn officers, one thousand four hundred dollars (\$1,400) per calendar year for Detective, and seven hundred dollars (\$700) per calendar year for

Police Records Specialists, Police Support Specialists and for Animal/Code Enforcement Officers.

B. Upon completion of probation, newly employed sworn officers shall receive a one-time reimbursement based on receipt and proof of purchase in connection with employment by the City of the cost of purchase of a primary duty firearm and holster up to six hundred dollars (\$600) maximum.

ARTICLE 24 – UPGRADE PAY

Whenever an employee is assigned the duties of a higher classification such as detective duties for more than thirty (30) consecutive days that employee shall be compensated for such shifts at the higher rate.

ARTICLE 25 – SPECIAL ASSIGNMENTS

All special assignments to include, detective, school resource officer and canine handler shall work on rotating basis. At the end of the rotation, officers involved in these assignments may ask for an extension of their assignment. That request must be made in writing to the Chief of Police or his designee. Upon a mutual agreement, the assignment may be extended for a period of time as determined by the Chief of Police.

The City will assign the most qualified employee as selected by the Chief of Police during a selection process designated by the City.

Employees serve in special assignments for a rotation determined by the City at the time of the assignment. However, the Chief of Police retains the right to reassign at any time based on the needs of the department. The Chief of Police shall not abuse his discretion nor act in an arbitrary and capricious manner.

At the end of a rotation, the Chief of Police may elect to start another selection process and assign another member to the position, or to extend an incumbent by mutual agreement.

Canine handlers shall remain in their assignment for the working life of the dog. A canine may be assigned to a different handler for good and sufficient reasons that do not constitute an abuse of discretion and are not arbitrary and capricious.

The Association and the City have previously bargained and agreed to provide for a Court Security position. This duty shall be performed by on duty personnel as assigned daily or periodically by shift supervisors.

ARTICLE 26 – PROTECTED LEAVES

The City will grant and administer protected leaves in accordance with Oregon and federal laws related to such leaves, including those associated with family leave, pregnancy and parental leaves. The City will maintain City policies related thereto

which reflect the law as amended periodically, and shall provide to the Association changes and updates concerning which the Association may request to bargain as provided by law.

ARTICLE 27 – SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the subject parties agree to immediately attempt to negotiate a substitute for the invalidated Article, Section or portion thereof. All other provisions of this Agreement and the Agreement as a whole shall continue without interruption for the term thereof.

Negotiations shall be conducted under the provisions of ORS 243.698.

ARTICLE 28 – FUNDING

The parties to this Agreement recognize that revenue necessary to operate the City's service programs and its facilities and operations must be approved by established budget procedures and, in certain circumstances, by vote of the people. The City makes no guarantee as to budget passage, voter approval or level of employment in the Department.

ARTICLE 29 – EXISTING CONDITIONS

Existing work rules, practices, and conditions which are not modified by this Agreement shall continue in effect. No work rule or practice shall be adopted which is inconsistent with the provisions of the Agreement or the requirements of Oregon law.

The City agrees to notify the Association, in writing, prior to changing existing work rules or adopting new rules.

Should the Association disagree with a new rule(s), the City, upon request, shall meet with the Association to discuss their concerns.

Any dispute concerning new rules may be submitted at Step 3 of the Grievance Procedure. Such a rule shall not be effective until the dispute is resolved through the grievance procedure.

ARTICLE 30 – LEGAL FEES

The Association shall take steps periodically necessary to insure that all eligible members of the St. Helen's Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers and

reserve officers, retirees working back as such as authorized by law and this Agreement, including police supervisors and command level police executives who are sworn Oregon police officers, as well as all non-police officer public safety employees represented by the Association 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 in coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay to 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.

Coverage and PORAC participation shall be arranged by the City and Association following ratification of this Agreement by the parties with the first calendar quarter costs prorated from inception for the first calendar quarter that PORAC coverage is in effect.

Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical 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 participation provided for in this Article 30.

This Article shall not be applied retroactively; however, following ratification during 2014 the parties shall cooperate to obtain PORAC coverage and determine a *pro rata* premium payment for the quarter(s) involved.

ARTICLE 31 – DURATION AND TERMINATION

SECTION 1.

This Agreement shall become effective from and after the first of the month following the month during which this Agreement is ratified by the City Council, and shall remain in full force and effect through June 30, 2020 and during negotiations for a successor Collective Bargaining Agreement. The Association agrees to enter into negotiations no later than March 1, 2017, to renegotiate this Agreement. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties. Only those terms and benefits of this Agreement explicitly made retroactive or increases in benefits unilaterally implemented mid-term shall be deemed to have retroactive application.

SECTION 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided however, neither party will rely on 2007 bargaining history related to hiring incentives to assert any future position concerning relative rights of the parties under the PECBA. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

EXECUTED THIS 19th day of July, ~~2007~~, 2017

**FOR THE
ST. HELENS POLICE ASSOCIATION**



Jon Eggers, President



Brent Thompson, Vice President

**FOR THE
CITY OF ST. HELENS**



Rick Scholl, Mayor



John Walsh, City Administrator

APPENDIX A – WAGE SCHEDULE

[NOTE: Add Police Support Specialist per MOA . PSS Step 1 is 5% above the Police Records Specialist Step 1. Step differentials are maintained at the contract interval.]

Wages shall be the following monthly base rates which shall be applied, and thereafter adjusted as provided for in this Agreement.

POSITION	MONTHLY SALARY RANGE - Effective 7/1/17					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Records Specialist	2,977	3,151	3,327	3,514	3,721	3,928
Code Enforcement Officer	3,190	3,418	3,648	3,876	4,102	4,333
Police Support Specialist	3,230	3,391	3,561	3,739	3,926	4,123
Patrolmen	3,954	4,241	4,485	4,801	5,151	5,319
Detective	-	-	-	-	-	5,586

POSITION	MONTHLY SALARY RANGE - Effective 1/1/18					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Records Specialist	3,059	3,238	3,418	3,611	3,823	4,036
Code Enforcement Officer	3,278	3,512	3,748	3,983	4,215	4,452
Police Support Specialist	3,319	3,484	3,659	3,842	4,034	4,236
Patrolmen	4,063	4,358	4,608	4,933	5,293	5,465
Detective	-	-	-	-	-	5,740

POSITION	MONTHLY SALARY RANGE - Effective 1/1/19					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Records Specialist	3,143	3,327	3,513	3,710	3,928	4,147
Code Enforcement Officer	3,368	3,609	3,851	4,092	4,331	4,575
Police Support Specialist	3,410	3,580	3,760	3,947	4,145	4,353
Patrolmen	4,174	4,477	4,735	5,069	5,438	5,616
Detective	-	-	-	-	-	5,897

POSITION	MONTHLY SALARY RANGE - Effective 1/1/20					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Records Specialist	3,229	3,418	3,609	3,812	4,037	4,261
Code Enforcement Officer	3,460	3,708	3,957	4,205	4,450	4,700
Police Support Specialist	3,504	3,679	3,863	4,056	4,259	4,473
Patrolmen	4,289	4,601	4,865	5,208	5,588	5,770
Detective	-	-	-	-	-	6,060