

**CITY OF SWEET HOME**

**AND**

**THE SWEET HOME POLICE EMPLOYEES' ASSOCIATION**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2022 – June 30, 2025**

## TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE 1 – RECOGNITION .....	3
ARTICLE 2 – MANAGEMENT RIGHTS .....	3
ARTICLE 3 – ASSOCIATION RIGHTS.....	4
ARTICLE 4 – ASSOCIATION BUSINESS .....	4
ARTICLE 5 – HOURS OF WORK.....	5
ARTICLE 6 – MILEAGE & PER DIEM.....	8
ARTICLE 7 – COMPENSATION .....	8
ARTICLE 8 – HEALTH & WELFARE.....	11
ARTICLE 9 – VACATION.....	12
ARTICLE 10 – RETIREMENT .....	13
ARTICLE 11 – HOLIDAYS .....	14
ARTICLE 12 – SICK LEAVE .....	14
ARTICLE 13 – LEAVE OF ABSENCE .....	16
ARTICLE 14 – UNIFORMS & EQUIPMENT.....	17
ARTICLE 15 – DISCIPLINE.....	18
ARTICLE 16 – PROBATIONARY PERIOD.....	19
ARTICLE 17 – SETTLEMENT OF DISPUTES .....	20
ARTICLE 18 – SENIORITY.....	21
ARTICLE 19 – STRIKES & LOCKOUTS .....	22
ARTICLE 20 – PERSONNEL RECORDS .....	23
ARTICLE 21 – SAFETY.....	24
ARTICLE 22 – WORKING OUT OF CLASS.....	24
ARTICLE 23 – JOB DESCRIPTIONS .....	24
ARTICLE 24 – JOB OPENINGS AND PROMOTIONS .....	24
ARTICLE 25 – DRUG TESTING.....	25
ARTICLE 26 – SAVINGS CLAUSE.....	25
ARTICLE 27 – EMPLOYEE BILL OF RIGHTS .....	25
ARTICLE 28 – RESIDENCY .....	26
ARTICLE 29 – TERM OF AGREEMENT.....	26

## **PREAMBLE**

This Agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and the Sweet Home Police Employees' Association, hereinafter referred to as the "Association."

The City and the Association mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. The parties are dedicated to provide the best possible police protection and emergency dispatch services to the citizens of Sweet Home, and have entered into this collective bargaining agreement ("Agreement") in a spirit of cooperation and collaboration in an effort to further this goal.

## **ARTICLE 1 – RECOGNITION**

The bargaining unit shall consist of all employees of the City of Sweet Home employed in the police department who regularly work twenty (20) hours or more per week, excluding supervisory and confidential employees. Employees who work less than forty (40) hours but more than twenty (20) hours per week shall be defined as part-time employees. Employees appointed to positions up to three (3) months shall not be subject to this Agreement.

The Association is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed;
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies;
- C. To determine the need for a reduction or an increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;
- F. To enforce the Department rules and regulations, and operational procedures and guidelines;

- G. To discipline, suspend, and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of Department operations;
- H. To discipline, suspend and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the discipline, suspension or discharge, or the reasons therefore;
- I. To control the Police Department budget; and
- J. To take any and all actions necessary in the event of an emergency, notwithstanding any article or limitation in this Agreement.

**ARTICLE 3 – ASSOCIATION RIGHTS**

*3.1 DUES CHECK-OFF*

The City agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee’s consent and authorization for such wage deductions.

*3.2 HOLD HARMLESS*

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this Article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for such reimbursement.

**ARTICLE 4 – ASSOCIATION BUSINESS**

*4.1 REPRESENTATIVES*

The Association will select certain of its agents as Association representatives and certify in writing their names to the City Manager.

*4.2 VISITS*

Association representatives, upon notification to the department head or a designee, may visit with employees during breaks or meal periods. Such visits shall not be allowed in non-public areas of the Police Department. Visits outside of those allowed for above, may be granted only with the expressed approval of the department head or a designee. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

*4.3 ASSOCIATION BUSINESS*

The internal business of the Association shall only be conducted during non-duty hours

except with the permission of the department head or a designee.

#### *4.4 GRIEVANCES AND NEGOTIATIONS*

Subject to the operational needs of the department, the Association shall be allowed up to three (3) employees to attend scheduled contract negotiations and one (1) employee representative to attend grievance meetings. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Association shall certify in writing the names of employees that would attend such meetings.

#### *4.5 MEETINGS*

The Association shall be allowed the use of City facilities to hold meetings on the same terms as civic organizations provided such space is available for such use.

#### *4.6 BULLETIN BOARDS*

Bulletin board space shall be provided the Association for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting, and shall not be derogatory or inflammatory in nature.

### **ARTICLE 5 – HOURS OF WORK**

#### *5.1 WORKWEEK AND WORKDAY*

The normal work schedule for police department employees shall be the 5/8 schedule which shall begin on Sunday and end on Saturday, and for full-time employees shall consist of forty (40) hours in a seven (7) day workweek.

The parties have agreed to adopt an alternative 2-2-3/12 schedule and bargained other scheduling and compensation elements of this Agreement accordingly. The City retains the right to reinstitute the 5/8 schedule if dictated by operational need provided however that if the City does so for more than the duration of a foreseeable time-limited period, the City shall bargain the impacts of this change upon request of the Association. Work schedules shall be based on two (2), fourteen (14)-day work periods and twenty-eight (28) day pay periods.

The parties elect the FLSA section 7(k) twenty-eight (28) day pay period and account for regularly scheduled hours and overtime hours worked under the 2-2-3/12 schedule accordingly.

Nothing in this Article shall prevent the City and the Association or an employee with notice to the Association from agreeing to an alternative schedule for an assignment, special team, training or other purpose provided that the alternative schedule is voluntary.

#### **A. Patrol / Traffic Officers**

These employees shall work a 2-2-3/12 hour rotating work week/shift, subject to twenty-eight (28) day pay periods. Based on the operational needs of the Department, as determined by the Chief of Police, officers may be assigned to work a schedule consisting of five (5) consecutive eight (8) hour workdays and two (2) consecutive days off.

When officers are assigned to work a 2-2-3/12 shift the officers so assigned shall earn shift differential in recognition of the additional regularly scheduled work hours of this shift configuration in the amount of eight (8) hours per twenty-eight (28) day period. This time shall accrue at the beginning of each pay period, and shall be used or forfeited within the pay period when it is accrued. Requests to use shift differential time shall be made on or before the first day of the twenty-eight (28) day work cycle (pay period) shown on the officer work schedule for the month. Scheduling of use shall not be unreasonably denied. If use of shift differential time is disallowed due to operational needs and cannot be accommodated or rescheduled during the pay period, the time shall be carried forward to the following pay period.

Officers will seek to schedule this time off with as much notice as possible; such requests will be considered based on operational needs and staffing considerations; and, such requests will not be unreasonably denied by the Chief or his designee. Time not taken off within the pay period shall be forfeited.

**B. Detectives / SRO**

These employees shall normally work Monday through Friday 8:00 AM to 4:00 PM. However, this schedule may be changed, as determined by the Chief of Police, to meet Department needs.

**C. Dispatchers**

Dispatchers may be assigned to a forty (40) hour work week consisting of two (2), twelve (12) hour and two (2), eight (8) hour workdays each work week. The work week shall begin on Sunday at 0600 and end the following Sunday at 0559 hours. Based on the operational needs of the Department, as determined by the Chief of Police, dispatchers may be assigned to work a schedule consisting of five (5) consecutive eight (8) hour workdays and two (2) consecutive days off.

**5.2 *WORK SHIFT***

All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's desire to avoid overtime, by itself, does not create an emergency situation. The 2-2-3/12 shift may work any combination of shifts as required to provide the greatest officer availability.

**5.3 *REST AND MEAL PERIODS***

Police Officers and Dispatchers working a 5/8 schedule shall receive a one-half (1/2) hour paid lunch break and two (2) fifteen (15) minute paid breaks per eight (8) hour shift. Civilian employees, not currently assigned to dispatch duties, shall receive a one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid breaks per eight (8) hour shift.

Employees working a 2-2-3/12 schedule shall receive a one-half (1/2) hour paid lunch break and three (3) fifteen (15) minute paid breaks per shift.

Meal periods for dispatchers shall be taken at their workstation unless otherwise directed

by the department head or a designee.

#### 5.4 *WORK SCHEDULE*

Work schedules shall be posted and shall not be changed with less than seven (7) days advance notice except by mutual consent or in cases in which the City could not reasonably have known seven (7) days in advance of the staffing need which requires the change. Notice to employees affected by a change in work schedule shall be given in a manner which informs the employees affected prior to the time the change takes effect.

#### 5.5 *SHIFT ASSIGNMENTS*

Dispatchers will be assigned to shifts regularly every six (6) weeks. Police Officers working a 2-2-3/12 schedule will be assigned to shifts regularly every six (6) weeks. This shift rotation period may be altered upon mutual consent between the City and the Association.

The CSO shall normally work a fixed eight (8) hour shift but based upon operational needs may work a flex-time schedule within the workweek.

Shift rotations will be posted at least seven (7) days prior to any changeover. With the approval of the scheduling supervisor, employees shall be allowed to trade or exchange shifts.

#### 5.6 *SHIFT TRADES*

Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift (i.e. day/afternoon/grave) may trade shifts with written approval prior to the trade (on a SHPD shift trade form) from the affected shift supervisor(s). Shift trades will not occur as a matter of entitlement and are intended as a means to accommodate unique and personal employee situations. In no event shall an employee be permitted to trade more than four (4) shifts taken in full shift increments in a six (6) month shift rotation. The City shall not record hours worked on a trade in the time to payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the SHPD shift trade forms) they have participated in during any given six (6) month shift rotation.

#### 5.7 *SAFETY RELEASE*

If a police officer is required to work sixteen (16) or more consecutive hours in a twenty-four (24) hour period, the officer shall be provided safety release time before returning to duty unless emergency circumstances dictate that the officer return to duty after a shorter time. Absent extraordinary emergency circumstances, the safety release period will be eight (8) hours. When circumstances trigger safety release, the officer shall advise an on-duty supervisor or officer-in-charge as soon as he or she reasonably believes their shift will extend beyond sixteen hours and no later than one hour before reaching the sixteen (16) hour threshold, unless to do so is not

feasible.

**ARTICLE 6 – MILEAGE & PER DIEM**

The following rates shall be paid to employees that are required to report for work at any location other than his/her established place of work:

- Mileage – IRS rate per mile if City vehicle not available and personal vehicle used.
- Meals – Breakfast \$10.00
- Lunch \$15.00
- Dinner \$20.00
- Or \$45.00 total – Where trip is full day for meals or actual, whichever is less.
- Lodging – Actual cost at an approved place of lodging

In order to pay for authorized travel expenses, an employee may be temporarily issued a departmental credit card. In the event a credit card is not issued, an employee may request advance expenses when such costs are known.

Note: This article shall not apply to employees attending Albany Court related matters who are not required to remain throughout the Court’s lunch break.

**ARTICLE 7 – COMPENSATION**

**7.1 WAGES.**

Effective July 1, 2022, the wage scale will be set forth below, reflecting an increase across the board (by applying the percentage increase to the first step and maintaining five percent (5%) between steps) of one dollar and seventy-eight cents (\$1.78) for Dispatcher, and three dollars and seven cents (\$3.07) for CSO, plus a three percent (3%) Cost of Living Increase.

Effective January 1, 2023, the wage scale will be set forth below, reflecting an increase across the board (by applying the percentage increase to the first step and maintaining five percent (5%) between steps) of three percent (3%) Cost of Living Increase.

The parties have agreed to a wage reopener clause to allow the parties to have accurate numbers regarding inflation for the July 1, 2023 wages.

<u>7/1/2022- 12/31/2022</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Police Officer</u>	<u>4,712</u>	<u>4,946</u>	<u>5,194</u>	<u>5,453</u>	<u>5,726</u>	<u>6,014</u>	<u>6,315</u>	<u>6,631</u>
<u>Dispatcher</u>	<u>4,025</u>	<u>4,226</u>	<u>4,437</u>	<u>4,659</u>	<u>4,892</u>	<u>5,137</u>	<u>5,394</u>	<u>5,663</u>
<u>Part-time Dispatcher</u>	<u>22.04</u>	<u>23.14</u>	<u>24.30</u>	<u>25.52</u>	<u>26.79</u>	<u>28.13</u>	<u>29.54</u>	<u>31.01</u>
<u>CSS</u>	<u>4,048</u>	<u>4,250</u>	<u>4,463</u>	<u>4,686</u>	<u>4,920</u>	<u>5,166</u>	<u>5,425</u>	<u>5,696</u>
<u>1/1/2023- 6/30/2023</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Police Officer</u>	<u>4,853</u>	<u>5,096</u>	<u>5,351</u>	<u>5,618</u>	<u>5,899</u>	<u>6,194</u>	<u>6,504</u>	<u>6,829</u>



Dispatcher	4,146	4,353	4,571	4,799	5,039	5,291	5,556	5,834
Part-time Dispatcher	22.70	23.84	25.03	26.28	27.59	28.97	30.42	31.94
CSS	4,169	4,378	4,597	4,827	5,068	5,321	5,587	5,867

## 7.2 LONGEVITY PAY

Employees who have completed ten (10) years of continuous, full time, service in the job classification with the department may receive “Longevity Merit Pay” of three percent (3.0%) Employees who have completed fifteen (15) years of continuous, full time, service with the department may receive five percent (5.0%) “Longevity Merit Pay” increase. This pay is subject to all the provisions of Article 7.4 - Movement on the Schedule, and is based upon merit evidenced by annual performance evaluated by the City as at least competent overall, and Police Chief’s statement of eligibility for longevity merit pay on the annual performance evaluation. Longevity is computed based on the employee’s top step base rate of pay.

## 7.3 COMPENSATION

If the City tax base or levies fail to pass, after all available election dates prior to the start of the upcoming fiscal year, the compensation and benefits portions only of this contract may be open to negotiations.

## 7.4 MOVEMENT ON THE SCHEDULE

Employees will generally be eligible for step increases on their anniversary date. Step increases will be granted on the basis of merit as determined through evaluation. In the event the City fails to provide the employee with an evaluation within two (2) calendar weeks after the anniversary date, for reasons other than the employee’s unavailability, the employee shall advance to the next step as of the appropriate anniversary date. In the event a step increase is denied, the employee may protest the action through the grievance procedure.

## 7.5 OVERTIME & COMPENSATORY TIME

5/8 schedule: All actual work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week, or on his/her scheduled days off in the workweek, or unless requested by the employee and agreed to by the City, shall be compensated through the payment of overtime pay at the rate of one and one half (1½) times the employee’s regular rate of pay or compensatory time, at the employees option.

2-2-3/12 schedule: All actual work performed by an employee in excess of a twelve (12) hour shift on a scheduled workday, or hours in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day pay period. All overtime shall be rounded to the next highest one-quarter (1/4) hour. Vacation and sick leave shall not be included in any overtime calculation unless otherwise indicated in this Agreement. In the event an officer works a callback shift not regularly scheduled, the time shall be paid at the overtime rate of pay even though it is not FLSA overtime.

When overtime hours are worked, employees will be granted compensatory time off for

overtime or receive overtime pay at the rate of time and one-half (1-1/2) at their option. Accrued compensatory time shall not be accrued in excess of eighty (80) hours. Any accrual beyond eighty (80) hours shall be paid. Compensatory time use shall be scheduled by mutual agreement.

In order to facilitate the various law enforcement demands encountered during complicated investigations, school resource duties, and K9 handler responsibilities, employees covered by this labor Agreement who are assigned to Detective, CSO, SRO duty may be allowed to work a flexible work schedule ("Flex-time"). A Flex-time schedule will be approved by mutual agreement between the employee and the Chief of Police or designee.

#### *7.6 ON-CALL*

Employees required to be on-call are deemed waiting to be engaged and in order to be placed on-call, shall have a cell phone or pager. Employees shall be compensated one (1) hour at the employee's regular rate of pay for every four (4) hours in that status. Assignment of on-call shall be a supervisor determination, to either keep it for a supervisor to cover or assign to off-going officer who would be responsible for coverage.

#### *7.7 CALLBACK*

Full-time employees called back to work or duty related court outside their normal work shift shall receive a minimum of three (3) hours overtime compensation as a callback premium, unless such callback is within three (3) hours of and contiguous to the beginning of the shift at which time overtime compensation will be for actual time worked. Callback does not apply when an employee is held over at the end of a shift. Employees called back to work may be required to remain in order to accomplish assignments reasonably related to the call-back including but not limited to completion of time-sensitive reports.

#### *7.8 REIMBURSEMENT FOR PAYROLL ERRORS*

The City agrees to reimburse an employee within two (2) workdays whenever it is determined that the employee did not receive all the compensation he/she was entitled to.

Any employee who is determined to have received excess compensation from the City shall reimburse the City within two (2) workdays, unless the error involves more than one (1) week's pay or was not discovered during the pay period following the one in which it occurred. In such cases, the City will establish a reasonable repayment period.

#### *7.9 CERTIFICATE PAY*

Employees will be eligible for DPSST certificate pay or in the alternative, degree pay as follows:

Intermediate certificate - two and a half percent (2.5%)

Advanced certificate - five percent (5%)

Education degree – two percent (2%) for an Associates degree, or four percent (4%) for a Bachelors degree, but not both. Employees will be eligible for the certification premium at eighteen (18) months of employment for all classifications including CSO.

Employees who possess or earn more than one of the above-stated credentials are limited to one increase to base pay.

Eligibility: Employees will be eligible for certificate pay upon submission of a DPSST Intermediate or Advanced Certificate to the Administrative Assistant.

The employee will receive his/her certificate or degree pay beginning either the month following the month the certificate is granted or the degree was conferred, or for new hires who already hold the qualifying credential, beginning from the date of hire. Any officer who in 2019 earned incentive for a college degree shall be grandfathered and continue to earn education incentive in an amount that shall be reduced by any DPSST incentive to which the officer becomes entitled.

#### *7.10 FTO PAY*

After DPSST certification as an FTO, when assigned to work as the FTO assigned to a probationary officer or probationary dispatcher, the City shall pay that employee an additional five percent (5.0%) of his or her base pay for hours while performing FTO duties. FTO compensation shall be paid monthly.

#### *7.11 TEMPORARY DUTY ASSIGNMENTS*

Police Officers assigned to temporary duty as a School Resource Officer or Detective are eligible for a three percent (3%) increase to base pay for the period in which they are so assigned.

#### *7.12 NO PYRAMIDING*

In no event shall compensation be received twice for the same hours.

#### *7.13 CANINE HANDLER*

In compliance with the FLSA, three and a half (3-1/2) hours per week of kennel time will be allotted for the K9 handler. Kennel time may be taken as overtime, comp time or flex-time.

The Canine Handler's hours of work may be scheduled on a flex-time basis to facilitate meeting operational needs for the police canine. Flex-time deviations from the handler's regular schedule will be determined by the Chief of Police or designee and the canine handler.

Kennel time includes, but is not limited to, bathing, brushing, exercising, feeding, grooming, cleaning of the dog's kennel or transport vehicle, administering drugs or medicine for illness and/or transporting the dog to and from an animal hospital or veterinarian and training the dog at home are all compensable activities.

### **ARTICLE 8 – HEALTH & WELFARE**

#### *8.1 MEDICAL, DENTAL AND VISION INSURANCE*

The City provides to eligible employees the CIS Co-pay Plan B health insurance. Each employee shall continue to contribute to the cost of insurance five percent (5%) of the monthly premium for the employees' tier of insurance by payroll deduction.

For calendar year 2018, the Association may select another CIS health care plan that costs no more than five percent (5%) more than Co-pay Plan based on CIS Plan information released by CIS mid-year for the subsequent. The Association shall deliver written notice to the City of the plan that it selects no later than ten (10) business days prior to the CIS deadline to receive requests for coverage for the subsequent year. In the event the Association fails to deliver written notice of a plan selection by such deadline, the City shall maintain Co-pay Plan B, or in the event of a desirable plan design change, initiate bargaining over the change impact and costs.

The City will extend to eligible part-time employees the same medical, dental and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

## 8.2 *OTHER INSURANCE*

In addition to the life insurance required by ORS 243.005 for police officers in the amount of ten thousand dollars (\$10,000.00), the City will maintain supplemental life and AD&D insurance through The Hartford and/or Standard Insurance companies as well as a supplemental policy based on "basic annual earnings" provided through the City's long-term disability policy through CIS and The Standard Insurance Company.

## ARTICLE 9 – VACATION

### 9.1 *ACCRUAL*

All regular full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment in accordance with the following benefit schedule:

- A. At least one (1) year but less than five (5) years – ninety-six (96) hours per year.
- B. At least five (5) years but less than ten (10) years – one hundred and twenty (120) hours per year.
- C. At least ten (10) years but less than fifteen (15) years – one hundred and forty-four (144) hours per year.
- D. At least fifteen (15) years but less than twenty (20) years – one hundred and sixty-eight (168) hours per year.
- E. Over twenty (20) years – two hundred (200) hours per year.

Accrued vacation of a full-time employee shall not be forfeited in any manner by the City if the employee becomes a part-time employee, and the employee shall retain all earned and accrued vacation at the time of the classification change.

Any employee who accrues more than two hundred (200) hours per year as of December 2019 shall be grandfathered at and continue to accrue vacation at that rate.

## 9.2 *MAXIMUM ACCRUAL*

An employee with up to ten (10) years, of continuous service may not accumulate vacation leave in excess of one hundred and ninety (190) hours.

An employee with ten (10) years or more of continuous service may not accumulate vacation leave in excess of two hundred and thirty (230) hours.

Accrual balances will be reported on the employees' monthly pay stub so they can monitor their usage. In the event a scheduled vacation is cancelled by the City that was scheduled in accordance with 9.3 Scheduling, an employee may continue to accrue time if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Chief may schedule the employee off to keep him/her under the maximum accrual or the Chief may agree to pay down the vacation to the maximum.

## 9.3 *SCHEDULING*

Scheduling of vacations shall be approved by the department head. Vacation periods granted shall have due consideration given to minimum interference with City business. An employee may utilize seniority to select a single block of vacation once a year by April 1. Employees working a 5/8 schedule may bid for one (1) five (5) day block of vacation by April 1. Employees working a 2-2-3/12 schedule may bid for one (1) sixty (60) hour block of vacation by April 1.

Vacation scheduling outside of the April 1 requirements shall be considered first-come-first-served based on the order of the date the vacation request is received.

## 9.4 *NEW EMPLOYEES*

New employees shall accumulate vacation leave from date of hire, but will not be eligible to take vacation time off during their first six (6) months of continuous service.

## 9.5 *PART-TIME EMPLOYEES*

Part-time employees will accrue vacation on a pro-rated basis in direct proportion to hours worked, and which accrual shall be limited by a prorated cap.

## 9.6 *CASH OUT*

Employees may cash out up to forty (40) hours of accrued vacation leave once each fiscal year upon thirty (30) days advanced written notice.

## **ARTICLE 10 – RETIREMENT**

Full-time civilian employees, other than those entitled to continue to participate in the Public Employee Retirement System, will have six percent (6.0%) of salary contributed by the City and the employee will contribute six percent (6.0%) of salary to the ICMA Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.

Police officers will continue to participate in the Public Employee Retirement System.

Effective July 1, 2003, the City will pick up the employees' six percent (6.0%) contribution to PERS for police officers and to ICMA for dispatchers.

In addition, employees may participate in the City's deferred compensation program through ICMA to an amount not to exceed twenty five percent (25.00%) of salary in total.

A. ICMA

Effective July 1, 2005, all current full-time employees shall be vested at fifty percent (50.00%) after completion of three (3) years of service, seventy five percent (75.00%) after completion of four (4) years of service, and one hundred percent (100.00%) after completion of five (5) years of service.

B. PERS

Employees who transfer into employment with the City as an existing PERS participant may elect to continue as a PERS participant regardless of job classification in accordance with any entitlement to do so provided by law and the PERS plan.

Benefits are provided under this article subject to statutory and plan waiting period requirements, generally until after six (6) months of employment with the City.

## ARTICLE 11 – HOLIDAYS

In lieu of recognized holidays and other holiday compensation, each fulltime police officer shall receive a credit of holiday hours equal to the employee's regularly scheduled shift (eight (8) hours or twelve (12) hours) per month, which may be accrued to the holiday bank or taken by the officer as pay. In lieu of recognized holidays and other holiday compensation, dispatchers shall accrue either ten (10) holiday hours per month (if working the 2/12 and 2/8 schedule) or eight (8) hours (if working a 5/8 schedule) which may be accrued to the holiday bank or taken by the dispatcher as pay.

The CSO shall receive holiday compensation as described by the City of Sweet Home Personnel Policy Manual.

In addition to the regular pay of part-time dispatchers, each shall earn a supplement in lieu of holiday pay computed pro-rata based upon regularly scheduled hours of work.

## ARTICLE 12 – SICK LEAVE

### 12.1 ACCRUAL.

Full-time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Accrual shall be unlimited. Sick leave may be used from the employee's initial date of hire.

### 12.2 UTILIZATION

Employees are eligible for sick leave for any reason set forth in Attachment A to this Agreement, which is subject to change based on future changes in Oregon's Sick Time Act.

Whenever possible, employees shall schedule non-emergency medical and dental appointments during their off-duty time.

### *12.3 UTILIZATION UPON DEATH OR RETIREMENT*

Sick leave is provided to the employee, by the City, in nature of insurance against the loss of income due to illness or injury. As such, the accumulated balance is the property of the City. However, upon death or upon a full time employee's leaving City service in good standing after twenty years (20) of continuous service, or at age fifty five (55), whichever comes first, unless facing discipline that may lead to discharge, an employee shall be paid upon qualifying separation thirty percent (30.00%) at twenty (20) years, forty percent (40%) at twenty five (25) years, and (50.00%) at thirty (30) years, provided however that this payout is capped at no more than nine hundred sixty-hours (960) hours, and ONLY the hours available and applicable after PERS fold-in as specified and required by law shall be applied..

PERS employees who choose to cash out their sick leave balance will only have the balance remaining after cash out reported to PERS for any potential retirement calculation.

### *12.4 PART-TIME EMPLOYEES*

Accrued sick leave earned as full-time employee shall not be forfeited if the employee becomes a part-time employee. The employee shall retain the balance to be used only as follows: if the employee resumes full time employment, or in connection with protected OFLA/FMLA leave at the hours per day the employee is then regularly scheduled to work, and as required by Oregon sick leave laws.

Part-time employees will accrue sick leave on a pro-rated basis with respect to hours of work.

### *12.5 INTEGRATION WITH WORKERS' COMPENSATION*

Employees are 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.

- A. 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 related to sick leave, STD and LTD, if any, in accordance with the STD and LTD plan documents.
- B. When a bargaining unit member must take a leave due to a job-related disability, he/she will receive time loss benefits from the City's workers' compensation insurer. The time loss benefit is computed by the Workers' Compensation insurer based upon annualized earnings (base wage plus premiums, incentives and overtime) defined by law, which is paid during the time loss eligibility period.
- C. In addition to the statutory workers' compensation benefit paid by the insurer, an employee may elect to receive monthly sick leave payments charged to sick leave or other earned leave as hereinafter described to make up the difference, if any, between the time loss payment from the Workers' Compensation insurer and the employee's net regular salary.

- D. 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.
- E. 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.

#### *12.6 MISUSE*

Misuse of sick leave is grounds for disciplinary action up to and including termination.

#### *12.7 MEDICAL VERIFICATION*

The City may, at any time, request written verification from the relevant health care provider of the need for sick leave or whether an employee is able to safely perform the duties of the job. The City agrees to pay any costs associated with obtaining medical evaluations and certifications that are not covered by the insurance provided to employees under Article 8. Medical verification may be subject to the provisions of OFLA/FMLA where applicable, and pursuant to City personnel policy.

#### *12.8 CATASTROPHIC LEAVE DONATION*

Employees may donate, from their vacation leave accrual and compensatory time balance, to coworkers who have exhausted all but twenty-four (24) hours of accrual leave and are off work due to a catastrophic or chronic illness, hospitalization, operation or accident or are off work for a family member needing care for the same type medical condition.

The donor must maintain forty (40) hours of vacation time to be eligible to donate. The donee must have exhausted all but twenty-four (24) hours of accrued leave to be eligible to receive vacation donations.

Catastrophic leave donations shall be administered by the City in accordance with the City-wide policy; however, donors may restrict donations to use by one or more specified donees.

#### *12.9 OFLA AND FMLA LEAVE*

OFLA and FMLA leave shall be granted as provided by law and City policy.

### **ARTICLE 13 – LEAVE OF ABSENCE**

#### *13.1 LEAVES OF ABSENCE WITHOUT PAY*

The City will consider a written application for leave of absence without pay not to exceed one hundred and eighty (180) calendar days. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work: The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City, and notice that the employee has accepted permanent employment or entered into full-time business



or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the city. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 18.3 Recall.

Employees on leave without pay, for any reason, shall not accrue any benefits.

### *13.2 JURY DUTY*

Employees shall be granted leave with full pay whenever they are required to report for jury duty and shall pay the City all remuneration as a juror except for travel and mileage expense reimbursements.

### *13.3 REINSTATEMENT FOLLOWING DISABILITY*

An employee who suffers an off-duty or non-job-related injury and is unable to return to duty within twelve (12) weeks from the date of injury shall be entitled to reinstatement to an available suitable position in the police department for a period of twenty-four (24) months from date of injury.

### *13.4 BEREAVEMENT LEAVE*

In the event of notification of the death or impending death of a family member (husband, wife, children, stepchildren, sister, brother, mother, father, mother-in-law, father-in-law, grandfather or grandmother, same sex domestic partner or the parent or child of same) the department head may grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral or to grieve the death of the family member. A maximum of five (5) workdays per death or occurrence may be granted, if warranted. Bereavement leave shall be a leave with pay. Employees may also use paid sick leave pursuant to Article 12 to deal with the death of a family member.

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

### *13.5 MILITARY LEAVE*

Military leave shall be granted as provided by law.

## **ARTICLE 14 – UNIFORMS & EQUIPMENT**

The City provides to officers and CSO's required and approved uniforms, including footwear and equipment for uniformed officers, and furnishes repair or replacement required through ordinary wear and tear.

Sworn law enforcement officers assigned to non-uniformed duty for a duration longer than fifteen (15) working days in a three (3) month period shall receive a clothing allowance of seventy-five dollars (\$75.00) per calendar quarter.

The City furnishes dispatchers with polo shirts, slacks and a uniform jacket and reimbursement up to fifty dollars (\$50.00) per year for approved dispatcher footwear.

## ARTICLE 15 – DISCIPLINE

### 15.1 DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged except for just cause. All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file. All written warnings or reprimands shall be removed from an employee's personnel file after three (3) years if no other discipline has occurred in that time period.

Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have an Association representative present at an investigative inquiry, upon request by the employee.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

Corrective action plans or the like used to improve employee performance are not "discipline" and are not grievable nor shall they be added to the employee's personnel file.

### 15.2 DUE PROCESS

In the event the City believes an employee may be subject to discipline greater than a written warning or reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations within a reasonable time frame that may subject them to discipline;

Prior to any interview, an employee should be informed of the nature of the investigation and of facts reasonable sufficient to inform the employee of the circumstances surrounding the allegations under investigation. If a written complaint was received by the City, the City shall provide it to the employee prior to the time set for investigatory interview.

- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- D. At their request, the employee will be entitled to Association representation at the informal hearing.

### 15.3 JUST CAUSE STANDARDS

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- C. The City must conduct a reasonable investigation;
- D. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;
- E. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation; and
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Association or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

#### *15.4 PROBATIONARY EMPLOYEE*

This article shall not apply to any employee on probation as defined in Article 16.

### **ARTICLE 16 – PROBATIONARY PERIOD**

#### *16.1 UNCERTIFIED NEW EMPLOYEES*

All non-certified employees hired into positions requiring DPSST certification or voluntarily transferred into such positions shall serve a probationary period starting from their date of hire and ending twelve (12) months after their application for basic certification is submitted to DPSST or twenty-four (24) months after their date of hire, whichever occurs first.

#### *16.2 CERTIFIED NEW EMPLOYEES*

All employees already possessing appropriate DPSST certification shall serve a twelve (12) month probation starting from their date of hire.

#### *16.3 TERMINATION DURING PROBATION*

The Association recognizes the right of the City to terminate probationary employees for any lawful reason, with or without cause. Such terminations shall not constitute a violation of this Agreement and are not grievable.

#### *16.4 EXTENSION OF PROBATION*

Probationary employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to the employee's assignment to modified duty.

#### *16.5 NON-SWORN MEMBER PROBATION*

Non-sworn bargaining unit members shall have a probation period of twelve (12) months.

## ARTICLE 17 – SETTLEMENT OF DISPUTES

### 17.1 RESOLUTION PROCESS

Any dispute which may arise between the parties over the application, enforcement, or interpretation of this Agreement shall first be brought to the attention of the employee's immediate supervisor. Within ten (10) days of the occurrence or employee's notice of the problem, the employee, with or without Association representation, and the supervisor shall informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) days of the meeting and discussion and if no resolution has been achieved, the employee and/or the Association may elect to proceed as follows:

**Step 1** - If an employee is unable to resolve a dispute with an informal, discussion with his/her supervisor and seeks further resolution, the Association, within fourteen (14) days of the supervisor's denial, may file a written grievance with the Chief of Police.

The written grievance shall contain:

- A. A statement of the facts and circumstances that led up to or are the cause for the grievance;
- B. A citation of the contract provisions that have allegedly been violated and a description of why the employee and Association believe this to be true;
- C. The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- D. A description of the remedy sought for resolution of the problem.

The management team (supervisor, department head and City Manager) will consider the written grievance and shall meet with the employee and Association representative within fifteen (15) days of its submission in writing. Within ten (10) days of its meeting with the employee/Association, the management team shall render a written decision and provide same to the employee and the Association representative.

**Step 2** - If the above process fails to resolve the grievance and the Association decides to carry it further, the Association shall, within ten (10) days of the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board, unless Oregon law requires that a different procedure by following in order to select the arbitrator for the particular grievance

Unless Oregon law requires that a different procedure by following in order to select the arbitrator for the particular grievance, within ten (10) days of the receipt of the list of arbitrators, the parties will select a neutral from the list by alternately striking the names. The employee/Association shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the

arbitration hearing. 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, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

#### *17.2 TIME LIMITS*

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant fails to respond in a timely fashion; the grievance shall only be heard through the management team level and will not be subject to arbitration. The management team's response shall be final and binding.
- B. If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- C. All references to "days" in this Article refer to calendar days.

### **ARTICLE 18 – SENIORITY**

#### *18.1 DEFINITION*

Seniority shall be defined as the total length of continuous service worked by an employee in their department, and second as the total length of service worked in a specific classification within the department. Departmental seniority shall apply in determining vacation scheduling as defined in Article 9. Seniority shall be broken or terminated if an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Is laid off and fails to respond to written notice as provided in this article 18.3 Recall;
- D. Is laid off work for a period of time greater than fourteen (14) months or a period of time equal to the employee's seniority whichever is shorter;
- E. Fails to report to work at the termination of an extended leave of absence;
- F. While on a leave of absence accepts employment without permission;
- G. Is retired; and
- H. Is terminated as a result of an employee's inability to return to work because of an

extended illness or injury, for which there is no reasonable accommodation available.

#### *18.2 REDUCTION IN FORCE*

If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of departmental seniority. Classification seniority shall only apply if all else is equal. The City agrees to notify the Association and the employees, simultaneously, not less than two (2) weeks prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off.

#### *18.3 RECALL*

Any employee covered by this Agreement who may be on a layoff due to a force reduction shall be notified of the vacancy and privileged to return to work in order of departmental seniority before any outside person is given employment, provided that such employees are competent to fill existing vacancies, for a period of fourteen (14) months from the date of layoff.

#### *18.4 NOTICE*

It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within two (2) calendar weeks of their acceptance of re-employment, as provided above, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at his/her previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

#### *18.5 SENIORITY LIST*

The City shall, upon request, furnish to the Association an updated employees list which shall contain the following:

- Department seniority date; and
- Classification seniority date.

### **ARTICLE 19 – STRIKES & LOCKOUTS**

#### *19.1 NO STRIKE*

The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

## *19.2 ASSOCIATION OBLIGATION*

In the event of employee conduct which constitutes a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct in violation of this Article, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Article 19.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.

## *19.3 LOCKOUT*

There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

## **ARTICLE 20 – PERSONNEL RECORDS**

### *20.1 FILE*

There shall be only one (1) official personnel file for each employee maintained at the Police Department. Employees may inspect the contents of their official personnel file, upon request when mutually convenient for both the City and the employee, except for background investigation and related confidential reports from previous employers and others.

### *20.2 GRIEVANCES*

No grievance material shall be kept in the official employee personnel files after the grievance has been resolved, excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.

### *20.3 SIGNATURE REQUIREMENT*

No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file. The employee's signature shall only indicate receipt of the document and shall not be construed to mean agreement with it.

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a copy of the document was mailed to the employee at their address of record and such mailing is so certified by the Chief or a designee.

### *20.4 WRITTEN RESPONSES*

If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein (e.g. performance evaluations) This response shall be included as part of their personnel file until the material is removed.

*20.5 OTHER INCLUSIONS*

Subject to the City's approval, employees may include favorable materials in their personnel file that are related to their duties.

*20.6 REMOVAL*

All written warnings or reprimands shall be removed from an employee's personnel file after three (3) years if no other discipline has occurred in that time period. Additionally, the City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely or accurate, and therefore is subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. All removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations but may be used to establish forewarning or for litigation defense.

**ARTICLE 21 – SAFETY**

There shall be established and maintained a Joint Safety and Health Committee comprised of representatives of both the City and the Association as provided in ORS 654.176-.192.

The Committee shall be comprised of no more than three (3) representatives each from the City and the Association. Each party will select their own representatives. The Safety Committee will be comprised of three (3) management representatives from different work areas and one (1) bargaining unit representative each from police, public works and City Hall.

If the Association is unable to select an employee to act as a representative within thirty (30) days notification of a vacancy, the City will assign a representative from within the bargaining unit.

**ARTICLE 22 – WORKING OUT OF CLASS**

Employees required to work in a job classification with a higher pay range shall receive additional pay as described below, when deemed appropriate by the Chief or a designee. In any event, the employee shall be given additional pay if he/she works out of class in a higher pay range for all hours in excess of one (1) workday, where designated by the Chief to assume all the duties of the higher pay range job classification.

Premium pay shall be the beginning step of the higher classification range or five percent (5.0%) above the employee's regular salary, whichever is greater.

**ARTICLE 23 – JOB DESCRIPTIONS**

The City shall provide each new employee a copy of their job description when they assume their job. Whenever revisions are made in the employee's job description, the affected employees shall be notified and provided a copy.

**ARTICLE 24 – JOB OPENINGS AND PROMOTIONS**

Job openings and promotion opportunities shall be posted for two (2) weeks.



## **ARTICLE 25 – DRUG TESTING**

Employees will be included in the City's Random Drug Testing Policy.

The City agrees to meet with employees regarding administrative changes to the policy that relate to police. All decisions regarding disciplinary action will still be controlled by Article 15 - Discipline.

## **ARTICLE 26 – SAVINGS CLAUSE**

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

## **ARTICLE 27 – EMPLOYEE BILL OF RIGHTS**

In the event that a complaint is received against an employee that causes the City to conduct a formal non-criminal disciplinary investigation, the following protections shall be afforded to the employee being investigated:

- A. Prior to an interview of the employee as provided herein, the employee shall be given reasonable notice of the nature of the complaint and the basis of the allegations levied against the employee. The notice shall include sufficient facts to inform the employee of the circumstances surrounding the allegations under investigation. If a formal written complaint was submitted to the City, the City shall provide it to the employee prior to commencing an investigatory interview in the internal affairs process, provided however that this requirement does not apply to an informal administrative inquiry by a supervisor.

The employee will be afforded an opportunity and facilities to contact and consult privately with an attorney of the officer's choosing and/or a representative of the Association.

- B. Reasonable efforts shall be made to conclude investigations without a criminal investigation component within sixty (60) days of the notice to the employee. Reasonableness will vary based on the allegations and circumstances, and availability of the employee.
- C. The employee shall be informed of the outcome of the investigation.
- D. To the extent possible under the circumstances, employee interviews will be conducted while the employee is on duty or at a time mutually acceptable to the employee and City.
- E. The City shall provide reasonable breaks during the interview to attend to physical needs. The interview shall not take an unreasonable amount of time in view of the subject matter.
- F. The City will not threaten the employee or subject the employee to offensive language during any interview.

- G. The employee or his representative may record the interview. If the City records and/or transcribes the interview, it shall provide a copy of the recording and/or transcript to the employee.
- H. The employee will be provided with a copy of any report concerning the subject matter written by the employee being interviewed. If the City conducts more than one interview of an employee it shall provide the Association and employee with the audiotape or any report then in existence describing the employee's previous statements before the subsequent interview occurs if the subsequent interview covers questions asked and answered in the prior interview.
- I. As soon as it is determined that the employee may be charged criminally, the City shall inform the employee of the right to consult with criminal defense counsel.
- J. The City shall not require the chosen Association representative to disclose any statements made by the employee under investigation to the representative for purposes of the representation. Involved officers and fact witnesses may not serve as the Association representative of others under investigation due to the conflict of interests that exist.

This Bill of Rights shall not apply to any criminal inquiry, and shall not apply to any supervisor/subordinate interaction in the normal course of informal dialogue, counseling, or other corrective action less than and not including economic discipline, or to any other unplanned contact with the employee.

#### **ARTICLE 28 – RESIDENCY**

Police Officers assigned to Patrol duties shall have no restrictions on residency. Police Officers residing beyond fifteen (15) air miles of the Sweet Home city limits will not be eligible for assignment to Detectives or other TDA opportunities which may require a rapid response time. The Chief of Police shall have discretion to limit assignment of take home cars to officers living outside the City of Sweet Home.

#### **ARTICLE 29 – TERM OF AGREEMENT**

##### **30.1 TERM**

Except where otherwise specified, this Agreement shall be effective upon final signing by both parties and shall remain in full force and effect until June 30, 2019 unless renewed according to Article 30.2.

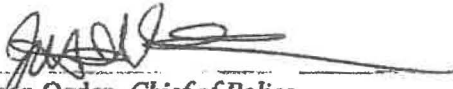
30.2 RENEWAL

This Agreement shall renew automatically from year to year unless either party gives the other notice of their desire to open the Agreement. This notice shall be given in writing, no later than September 1 of the prior year, ground rules shall be established promptly within the month of September unless otherwise expressly agreed in writing by the bargaining representatives, and the parties then will bargain as agreed upon in the ground rule discussions of the bargaining representatives.

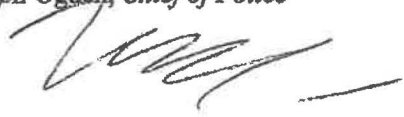
This Agreement is executed on the \_\_\_\_\_ day of May, 2023.

CITY OF SWEET HOME

SWEET HOME POLICE EMPLOYEES  
ASSOCIATION

  
Jason Ogden, Chief of Police

  
Sean Potter, President

  
Kelcey Young, City Manager

  
Dan Thenell, Of Counsel to Association

  
C. Akin Blitz, Of Counsel  
City Labor Representative/Negotiator

## **Attachment A**

### **Permissible Uses of Sick Leave**

Employees are entitled to use paid sick leave under Article 12 of this Agreement for the following purposes. The term “family member” means the spouse or same sex domestic partner of an employee, the biological, adoptive or foster parent or child of the employee or of the same sex domestic partner of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a parent of the same sex domestic partner of the employee or a person with whom the employee was or is in a step-child or step-parent relationship.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.