

THE CITY OF WEST LINN



City of
**West
Linn**

AND THE

CLACKAMAS COUNTY PEACE OFFICERS
ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2012 – June 30, 2015

CCPOA CONTRACT

July 1, 2012 – June 30, 2015

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ARTICLE 1

PREAMBLE

This Agreement is between the City of West Linn, Oregon, hereinafter referred to as the "City", and the Clackamas County Peace Officers Association, hereinafter referred to as the "Union".

ARTICLE 2

RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all probationary and regular employees who are regularly scheduled to work twenty (20) or more hours per week in the classifications of Police Officer, Community Service Officer, Code Compliance Officer, Evidence Technician/Property Officer, Animal Control Officer and Records Clerk.

ARTICLE 3

PART-TIME EMPLOYEES

Part time employees who are regularly scheduled to work twenty (20) hours or more per week shall receive all benefits provided by this Agreement. However, benefits shall be prorated according to the number of hours worked per month.

ARTICLE 4

RESERVE OFFICERS

The City and the Union agree that a well trained and properly managed Reserve Police Officer Program is of value to the citizens, community and Police Department of the City of West Linn. The purpose of such a program will be to supplement, not replace, regular Police Officers. To that end, both parties agree:

- A. Regular Officers will be allowed input in the selection process of Reserve Officers.
- B. Regular Officers will be allowed input in the training and evaluating of Reserve Officers.

- C. Reserve Officers will not be compensated as individuals by the City Police Department for services performed for the City except for certain court appearances.
- D. Reserve Officers may be assigned, but not limited to the following duties:
1. Second Officer (riding with Regular Officer) in a patrol car;
 - a. Any Regular Officer objecting to his/her assigned Reserve Officer may bring the objection to the attention of his/her immediate supervisor, explaining a legitimate reason for such objection. The supervisor must be notified of the objection in a timely enough manner to attempt to resolve the objection. Such objection will be given consideration by management and will not be arbitrarily denied.
 - b. Legitimate unanticipated circumstances may require the scheduling of Reserve Officers to ride with Regular Officers on short notice.
 - c. Unscheduled ride-alongs, at the request of the Reserve Officer, will occur if the Regular Officer does not object. If the Regular Officer objects to the Reserve Officer riding, the Regular Officer will advise the duty Sergeant of the reasons for the objections.
 2. Prisoner transportation;
 3. Special details, such as: security at major incidents; traffic and crowd regulations at crowd scenes; security at public events (i.e., sporting events, parades, fairs, carnivals). In general, situations where the probability of the need for enforcement or confrontation and hostility is low.

If, in the judgment of the Police Chief or his designee, the special event requires greater police skills or knowledge, the Reserve Officers assigned to this detail will be placed under the command of one or more Regular Police Officers.
 4. Natural disasters, major crimes or major incidents requiring the assistance of as many trained personnel as available.

- E. The City agrees not to deploy Reserve Officers as Beat or District Officers in place of Regular Officers.
- F. Regular Officers will be given priority over Reserve Officers in training opportunities unless the training is primarily for Reserve Officers.

ARTICLE 5

SENIORITY

- A. Definition. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous, full time service in their current job classification since their last date of hire, less any adjustments due to layoff, and leaves of absence without pay, for more than ninety consecutive days, unless otherwise agreed by the City in writing or required by law. Part time employees shall receive a prorated seniority.
- B. Application of Seniority. Seniority shall apply to the following employment decisions:
 - 1. Layoff and Recall

Employees shall be laid off and recalled by seniority in accordance with Article 8 - Layoff.
 - 2. Shift Bidding

Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 19 – Hours of Work.
 - 3. Vacation Preferences

Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 31 - Vacations.
 - 4. Overtime

Employees shall be assigned overtime by seniority in accordance with Article 20 – Overtime & Compensatory Time.
- C. Reinstatement of Seniority. Seniority shall be restored to those members returning to service as set forth below:
 - 1. Members returning due to layoff or voluntary unpaid leaves of absence for more than 90 consecutive days, shall have their seniority restored.

2. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit within 13 months of promotion, shall have their seniority (time in the bargaining unit) restored.
 3. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit after 13 months of promotion, shall have ½ of their seniority (time in the bargaining unit) restored.
- D. Breaks in Seniority. Employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken if any of the following events occur:
1. Voluntary resignation or retirement;
 2. Discharge of a regular employee for just cause or a probationary employee "at will;"
 3. As of the effective date of the 2012-2015 collective bargaining agreement, administrative disciplinary action taken against a bargaining unit member resulting in leave without pay will be considered a break in seniority (i.e., 8 hours for 8 hours) after the exhaustion of any related grievance procedure.
 4. Layoff for more than 24 months duration;
 5. Continuous absence from work due to an off-the-job injury or illness for more than ninety (90) days or the exhaustion of all of the employee's paid leave days, (whichever is greater); except as required by law.
 6. Failure to notify the Chief or his/her designee of the employee's intent to return to work pursuant to the provisions regarding recall as per Article 8 - Layoff.

Employees who are serving in the military will continue to receive seniority and reinstatement rights in accordance with applicable law.

ARTICLE 6

FAIR SHARE/DUES AND PAYROLL DEDUCTIONS

- A. The City and Union agree to a "Fair Share" agreement for all employees covered by this Agreement.

B. The City and Union recognize that the Union is required to represent every employee covered by this Agreement, making each such employee a recipient of the Union's services.

The Union has certified to the City that a vote for this "Fair Share" agreement has been conducted amongst the employees covered by this Agreement, and that a majority of those voting have voted in favor of this "Fair Share" agreement. Employees covered by this Agreement who are not a member or choose not to remain a member of the Union shall proportionately and fairly share in the cost of collective bargaining by the Union.

The amount of "Fair Share in lieu of dues" to be paid by non members of the Union shall be equivalent to the amount of dues uniformly required of each member of the Union.

C. The Union shall certify to the City the amount of dues approved by the members of the Union. The City agrees it will deduct from each employee's monthly wages a Union member's dues and non members "Fair Share in lieu of dues." The monthly deduction of dues and "Fair Share in lieu of dues" shall be remitted monthly to the Treasurer of the Union.

Employees who are members of the Union shall execute a written authorization authorizing the City to deduct monthly dues from the employee's wages. A copy of the written authorization shall be provided to the City by the Union.

D. Any individual employee objecting to payment of "Fair Share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, will inform the City and the Union of the objection. The employee will meet with representatives of the City and Union and establish a mutual, satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

E. The City, when so authorized and directed in writing by an employee member of the Union on the authorization form provided by the City, will deduct Union initiation fees and Union dues from the wages of such employee. The amount to be deducted shall be certified in writing to the City by the Union. The aggregate deduction shall be remitted to the Union monthly, no later than ten (10) days after the payday on which the employee deductions are made. The Union shall give the City thirty (30) days notice of any change in the amount to be deducted for a Union member's dues and non members "Fair Share in lieu of dues."

F. The City will not be held liable for check-off errors, nor will the City assume any liability for the amount or disposition of "Fair Share" but will make proper adjustments with the Union for check off errors as soon as it is practicable.

ARTICLE 7

MANAGEMENT RIGHTS

A. Management Rights. The Union recognizes that the City retains all 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 limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise and implement standards for hiring, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.
5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
6. To assign and distribute work within classifications.
7. To assign shifts, work days and work locations.
8. To direct the activities of the Department.
9. To determine the need for and the qualifications of new employees, transfers and promotions.
10. To discipline or discharge.
11. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.

B. Subcontracting. The City shall notify the Union, as soon as possible of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. At the time such notice is given the Union, the City and/or the Union will notify the Employment Relations Board that the parties have entered negotiations concerning subcontracting and ask that a mediator be assigned this issue and schedule, in advance, mediation sessions should the parties reach impasse during negotiations. The parties agree that negotiations regarding the decision and impact of the subcontracting shall continue for no longer than thirty (30) days from the receipt of the City's notice. The first negotiation session shall be scheduled no later than ten (10) working days of receipt of the City's notice. Should the parties be at impasse following negotiation and mediation, the parties agree to submit the dispute to an arbitrator for resolution.

ARTICLE 8

LAYOFF

A. The City may layoff an employee for a shortage of funds, lack of work, contracting out, reorganization or elimination of a program or service. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. Layoff shall be by specific job classification and shall be in reverse order of an employee's seniority (from least senior to most senior) within their classification. A layoff out of the reverse order shall only be made by the City if it is based on a retention of special qualifications, which constitute a significant element of the employee's assigned duties, and is also based on bona fide operational needs of the Department. DPSST certifications (Intermediate and Advanced) shall not be considered a special qualification.

B. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date of the layoff.

C. Employees who have been laid off shall be placed on a recall register in accordance with seniority for a period of twenty-four (24) months from the date of the layoff. Reinstatement shall be offered to those employees on the list for the job classification from which they were laid off in order of seniority (most senior to least senior) possessed at the time of layoff prior to hiring any new employees. Notice of recall shall be made by certified mail, return receipt requested. Employees shall be responsible for keeping the City informed of their correct address. Eligibility for recall rights shall be terminated if any of the following occur: (1) failure to respond to such recall notice within ten (10) calendar days of the receipt of the notice as evidenced by the signed receipt (regardless of who signs for the certified mail); (2) failure to return to work within two (2) weeks of response except for unforeseen emergencies; or (3) failure to respond to such recall notice sent to the last address provided to the City through personnel records within 10 calendar days of receipt of such notification or 20 days of mailing (whichever occurs later).

ARTICLE 9

DISCIPLINE AND DISCHARGE

A. Discipline shall include: oral reprimands, written reprimands, demotion, suspension without pay and dismissal. Disciplinary action may be imposed upon a non-probationary employee only for just cause. Probationary employees may be disciplined or discharged "at will". The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law.

B. The City shall furnish the employees with a statement of charges in writing at the time of suspension, demotion or discharge outlining the specific reason for such action.

C. The probationary period for newly recruited officers shall be eighteen (18) months from date of hire. Police Officers who possess a current Oregon DPSST Police certification at the date of hire or a certified Police Officer from another state who obtains an Oregon DPSST police certification within six (6) months of the date of hire, will serve a twelve (12) month probationary period from date of hire. The probationary period for non-sworn personnel employed within the department shall be six (6) months.

An employee's probationary period may be extended, at the City's discretion. In no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status, extension of probation or termination prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension.

A probationary employee shall be afforded the opportunity to grieve pursuant to Article 10, Grievance and Arbitration Procedure, of this Agreement, however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the City.

D. In the case of promotional appointments, if the promoted employee fails to successfully complete a twelve (12) month probationary period, such employee will be returned to their previous classification if the former position is vacant or has been filled for less than one (1) year. This does not affect the City's ability to dismiss any employee for cause.

E. In the event of any investigatory interview of an employee, which the employee reasonably believes may lead to disciplinary action, the following shall take place:

1. The employee under investigation shall be informed of the nature of the investigation prior to any investigatory interview.
 - a) An employee who is involved as a witness to a complaint shall be informed that he/she is a witness in an investigation and the nature of the investigation.

- b) The City will not direct a witness in an investigation (except during a criminal investigation) not to speak with an Association representative or Association attorney.
- c) The City will not direct an employee who is a subject of an investigation not to speak with an Association representative or Association attorney.
2. Any investigatory interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
 3. The interview shall take place at a West Linn City facility, except when impractical. At the employee's request, the employee may have a Union representative present to observe the interview. The opportunity to consult with a Union representative or private attorney and have a Union representative or private attorney present shall not delay the interview more than four hours. The Union representative shall not be a person subject to the same investigation or a witness to the event under investigation.
 4. The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
 5. All interviews are subject to being tape recorded by the City, employee or Union. The parties agree that tape recordings will not be shared with other witnesses during the period of time the investigation is pending. Other parties may obtain copies of the recordings at the conclusion of the investigation.
 6. No employee covered by this agreement will be required to take or be subjected to any polygraph examination as a condition of continued or continuous employment, unless the employee freely requests a polygraph examination.
 7. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain his/her resignation; nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as in inducement to answer questions.
 8. Pursuant to and in conformance with all of the provisions of West Linn Police Department Policy & Procedures Manual, Section 3.6 et.seq. and 7.3, the personal life of an employee shall not be a concern of the City. In cases where an informal complaint is filed against an employee, the employee shall be advised of the complaint.

9. Use of Force Situations: When an employee is involved in the use of deadly force, he/she shall give a brief statement to the investigating officer to help identify any potential witnesses and the scope of the scene.
10. Employees involved in the use of deadly force shall be advised of their rights to, and allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right shall not unduly delay the giving of the statement. An undue delay is defined as any delay that exceeds thirty-six (36) hours from the time the incident occurred.
11. Counseling: Any employee involved in a trauma incident or an incident involving the use of deadly force will have the opportunity to meet with a professional counselor following a trauma incident or an incident for the purpose of debriefing/counseling. The debriefing session(s) shall be covered by the doctor/patient privilege and information disclosed in these session(s) shall be confidential and not be attainable or useable by the City.

The professional debriefing counseling will be provided through workers compensation, the City's employee assistance program or the City's health insurance program. If a qualified counselor(s) are not available through workers' compensation, the employee assistance program or the employee's health provider, the employee may request authorization from the City to choose the counselor(s) he/she wants to visit.

Any reasonable cost of pre-approved professional debriefing counseling not paid through workers compensation or the City's health insurance program will be paid by the City. The City reserves the right to determine what constitutes reasonable cost.

12. It is understood and agreed that this provision does not negate the City's right to require an employee to submit to a fitness-for-duty examination by a professional counselor of the City's choosing as a condition of return to work following a trauma incident or incident involving the use of deadly force.
13. Written Record of Complaint: It is agreed that no member of the bargaining unit will be required to write a report to the City on any complaint against them (by persons in or outside of the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required of any employee, they will be advised of the nature of the complaint and provided a summary of the complaint.

Paragraph E shall not apply to an investigation concerned solely and directly with alleged criminal activities performed by an agency outside of the City, in which case the employee's rights shall be defined by applicable law.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURES

A. Grievance. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning of or interpretation of a particular clause of this Agreement, or regarding an alleged violation of this Agreement.

STEP I

Informal

The grievant will first discuss the grievance with the grievant's immediate supervisor prior to formally submitting the grievance in writing.

Formal

If the issue is not resolved at the informal level, the grievant shall submit the grievance in writing to his/her immediate supervisor within twenty one (21) calendar days of the date the grievant knows or should have known of the alleged grievance. The notice of grievance shall include:

1. A statement of the grievance and the relevant facts;
2. The provision(s) of the Agreement allegedly violated; and
3. The remedy sought.

The supervisor shall respond to the grievant in writing within ten (10) calendar days of receipt.

STEP II

If the grievance is not resolved at Step I, the grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days of the day the immediate supervisor's response is received or is due. Within ten (10) calendar days of receipt the Police Chief shall respond to the grievance in writing.

STEP III

If the grievance is not resolved at Step II, the grievant shall submit the grievance in writing to the City Manager within ten (10) calendar days from the date Step II answer is

received or is due. The City Manager or his designee shall respond to the grievant in writing within ten (10) calendar days from the date the written notice of grievance is submitted to the City Manager.

STEP IV

If the grievance is not resolved at Step III, the Union shall submit a written request to the City Manager, within ten (10) calendar days from the date Step III answer is received or due, stating their desire to invoke the arbitration procedure.

B. Arbitration:

1. After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list of seven (7) arbitrators who reside or maintain an office in Oregon. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which party shall strike the first name objectionable to it.

The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding. The arbitrator shall be asked to submit the award within thirty (30) calendar days from the date of the hearing or the submission of briefs by the parties, whichever is later.

2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted.
3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

1. It shall be the goal of the parties in the grievance procedure to resolve grievances at the lowest possible step.
2. Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.
3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next

step in the procedure. Arbitration shall not be invoked unless and until both parties are fully aware in writing.

4. Failure of an employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance.

ARTICLE 11

CITY SECURITY

No employee covered by this Agreement shall engage in a work stoppage, slowdown or strike. Any member of the of the bargaining unit engaged or participating in a strike (less than full and faithful performance of duties) shall be subject to immediate and selected dismissal at the discretion of the City.

ARTICLE 12

NON DISCRIMINATION

A. Employee Rights. Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union or its members because of the exercise of these rights.

B. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, martial status, sex, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or protected activity in accordance with applicable law.

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

D. Alleged Violations. In the event an employee elects to file a statutory claim of employment discrimination, including harassment prohibited by the employment discrimination laws, he/she is precluded from pursuing a claim of discrimination under the grievance and arbitration procedures set forth in Article 10. If the statutory claim is filed after a grievance is filed, the grievance shall proceed no further and shall not be subject to arbitration.

E. Cooperation in Processing Complaints. In the event a discrimination complaint is made against either party to this Agreement, the parties agree to cooperate with each other by providing information relative to the complaint. Neither the City nor the Union,

by entering into this Agreement, will prevent any employee from presenting a claim of alleged discrimination.

ARTICLE 13

OUTSIDE EMPLOYMENT

No employee covered by the terms of this Agreement shall accept other additional employment in any occupation, self employment or outside activity which is not in conformance with West Linn Police Department Policy and Procedures Manual, Chapter 5, Section 5.24, and is incompatible with the employee's employment with the City of West Linn. The Police Chief may, for sufficient reason, require an employee to cease performing any employment outside that employee's employment with the City.

ARTICLE 14

TRAINING

A. General Policy. The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Police Department. Training shall be scheduled by the Police Chief or designee. Employees will attend training sessions as assigned by the City.

B. Employees shall participate in off duty training including firearms training and Departmental meetings at times set by the Police Chief. Police Officers shall receive a minimum of 32 hours of DPSST and/or accredited training approved by the Training Officer each fiscal year. All other employees covered by this Agreement shall receive a minimum of 16 hours training approved by the Training Officer each fiscal year.

Employees required to participate in any teaching activities during off duty hours shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meetings during off duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

C. Notification of training credits. Each uniformed employee shall be provided a copy of the official DPSST readout indicating DPSST accredited training hours at least once each year in January.

ARTICLE 15

PERSONNEL FILE

A. The City, upon twenty-four (24) hours advance written request, shall provide an employee the opportunity to review his/her personnel file. Inspection shall occur during non-working hours. The employee shall be allowed to review his personnel file without such notice when the employee is in immediate need of such review. Copies of the contents of this file requested by the employee shall be provided at his own expense. The official personnel file shall be maintained by the Human Resources Department.

Material placed in working or supervisor's files may be utilized for the completion of an employee's annual evaluation. After the completion of the evaluation, the material shall either be destroyed or forwarded to the City's attorney if the material is related to a lawsuit filed against the City. The material shall be retained in the same manner as material in the employee's personnel file as described in paragraph "D" of this article.

B. The employee may respond in writing to any item placed in his personnel file. Such written response will become a part of the file.

C. With the exception of information reflected in performance evaluations, material placed in an employee's personnel file reflecting caution, consultation, warning, admonishment, reprimand and suspension or other disciplinary action shall be dated when issued to the employee and shall be retained in the personnel file for a maximum of twenty-one (21) months provided no material reflecting critically on the employee for the same or similar issue is placed in his/her personnel file during the intervening time period. Should the same or similar issue occur then the 21 month retention period will start over. No such material shall be placed in an employee's personnel file which does not bear the signature of the employee indicating he/she has seen a copy of the material or a notation from a supervisor or manager indicating that a copy of the material was provided to the employee.

D. Retention of Materials. If at the end of the retention period a tort claim notice or law suit has been filed against the City regarding the incident which was the subject of said discipline, the material shall be removed from the personnel file and forwarded to the City's attorney defending the suit. Additionally, material removed from a personnel file will not be destroyed. Instead, such material will be placed in a confidential file maintained by the City Manager or his/her designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings, but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating circumstances and compliance with legal obligations.

ARTICLE 16

UNION BUSINESS

- A. Union representatives shall be allowed access to the employee work area for the purpose of processing grievances or contacting members of the Union.
- B. Such representatives shall not enter any work locations without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.
- C. The parties recognize that it may be necessary that a representative of the Union carry out Union activities during duty hours. Union activities are those activities which concern the collective bargaining process or administration of the contract. These activities include, but are not limited to: the handling of grievances, and the resolving of issues or matters regarding the current labor contract; responding to the request of the City to meet on any labor-related issue, special meetings with the City and proceedings before the Employment Relations Board or an arbitrator. A Union representative will be allowed to carry out Union activities during duty hours but the representative shall not be eligible for overtime compensation. Upon agreement with management, the union representative will carry out these activities with minimal impact upon the performance of his or her regular duties.

The Union's negotiating team shall consist of no more than three (3) members, not including legal counsel, determined by the Union. Should negotiating sessions with the City be scheduled during duty hours, two (2) negotiating team members shall be permitted to attend negotiating sessions without loss of pay. Pay will be at the straight time rate for such negotiating activities. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

Whenever possible, Union business will be conducted in such a way so as not to interfere with work responsibilities of other employees.

- D. Union members will be allowed to attend the equivalent of twelve (12) monthly local membership meetings on duty time. Members attending Union meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods of the City.

ARTICLE 17

SALARY

A. Salary. For the period July 1, 2012 through June 30, 2013 the wage increase shall be 2.0%. The new wage scale shall be attached as Union Compensation Structure "A" and made a part of this agreement.

For the period July 1, 2013 through June 30, 2014 the wage increase shall be the yearly percentage change in the Portland Consumer Price Index (CPI-W) for the period of time ending December 31, 2012 with a minimum of 2.0% and a maximum of 4.0%. The percentage change is determined by comparing the change between December 31, 2011 and December 31, 2012. The new wage scale shall be attached as Union Compensation Structure "B" and made a part of this agreement.

For the period July 1, 2014 through June 30, 2015 the wage increase shall be the yearly percentage change in the Portland Consumer Price Index (CPI-W) for the period of time ending December 31, 2013 with a minimum of 2.0% and a maximum of 4.0%. The percentage change is determined by comparing the change between December 31, 2012 and December 31, 2013. The new wage scale shall be attached as Union Compensation Structure "C" and made a part of this agreement.

B. Administration Plan.

1. After initial appointment to a position, the employee shall receive the minimum salary for the position. However, in the case when unusual difficulty in filling the vacancy is experienced or when the appointee is exceptionally qualified, the City Manager may cause the appointment to be made at a salary rate above the minimum, but not more than the maximum within the budget limitation.

- a. The second step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step one as determined by the Police Chief.
- b. The third step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step two as determined by the Police Chief.
- c. The fourth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step four as determined by the Police Chief.
- d. The fifth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step four as determined by the Police Chief.

- e. The sixth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step five as determined by the Police Chief.

C. Education and DPSST Certification Pay.

Assoc. Degree/2 years College	2%
Intermed. DPSST Certification	5%
Intermed. DPSST Cert. with A.A./2 years College	7%
Bachelor's Degree	10%
Adv. DPSST Certification	10%
Adv. DPSST Certification with A.A./2 years of College	12%
Intermed. DPSST Cert. with Bachelors Degree	13%
Adv. DPSST Certification with Bachelors Degree	17%

Note: The certification and education premiums are not cumulative, but certification pay will be combined with approved educational pay. All percentages calculated on employee's current base pay step.

Probationary employees are not eligible for education pay or certification pay unless they are receiving the pay at the time of the signing of this agreement. Eligibility for education pay will commence on the first day of the payroll period immediately following successful completion of the probationary period provided a written request and proper verification are provided to the City.

In order to be eligible for education pay and certification pay, an employee must submit a written request for such pay, accompanied by verification of eligibility. Verification of eligibility for educational pay requests must be made as follows:

1. Submission of documentation indicating the successful completion of an Associate's Degree from an accredited institution, or the completion of a minimum of two (2) years of college which is found to be equivalent to an Associate's Degree;
2. Submission of documentation indicating the successful completion of a Bachelor's Degree from an accredited institution of higher learning.

D. Premium Assignment Pay

1. Officers assigned as a Motorcycle Officer shall receive an additional five (5%) percent of their base wage assigned as a Motor Officer.
2. Officers assigned as a Detective shall receive an additional five (5%) percent of their base wage while assigned to Detectives.

3. An employee assigned as the Canine Officer shall receive an additional five percent (5%) of his/her base pay salary for each month (or portion thereof) assigned to that position. The five percent (5%) differential is intended to compensate the Canine Officer for off-duty grooming, feeding and care of the animal.

4. Only officers who have completed Officer In Charge training may be assigned duties as "Officer In Charge". They shall be granted an additional .25 (1/4) hour of overtime pay (in accordance with Article 20) for any portion of a two hour assignment in that capacity.

5. Officers assigned as "Field Training Officers" shall be granted an additional .25 (1/4) hour overtime pay (in accordance with Article 20) for any portion of a two hour assignment in that capacity.

E. Maximum Additional Pay Provision

The maximum combined pay premiums under Section C - Education and DPSST Certification Pay and under Section D – Premium Pay is 17% of the employees' base wage.

ARTICLE 18

PAYROLL INFORMATION

In addition to the payroll information required by law, employees shall be provided a monthly statement which shall provide to each employee the following information:

1. The employee's accumulated vacation leave.
2. The employee's accumulated sick leave.
3. The employee's accumulated compensatory time off in lieu of overtime.

ARTICLE 19

HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive.

B. Work Week. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off duty. The City may elect a workweek based on four (4), 10 hour days followed by three (3) days off duty; four (4), 12 hour days followed by four (4) days off duty; or, a two (2) work week schedule consisting of the first week based on four (4) nine (9) hour days and one (1) eight (8) hour day followed by a week of four (4) nine (9) hour days followed by three (3) days off. Following such an election, all accruals, which are currently based on an eight (8) hour workday shall be negotiated.

C. Work Day. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations. A workday shall for purposes hereof begin at 12:01 AM on the beginning calendar day of the employee's scheduled shift. The City at its discretion may revise the starting and quitting time and shift assignment of an employee to meet the needs of the City following 10 calendar days notice.

D. Rest Periods. Except in cases of emergencies, two (2) rest periods, 15 minutes each, shall be permitted all employees preferably midway between each half of the assigned work day. An employee shall not be allowed to shorten their workday or lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.

E. Meal Periods. Each employee shall have a 30 minute uninterrupted paid lunch break within each eight (8) hour workday, except in cases of emergency. Employees not on regular duty (i.e., attending a school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc., continues through the lunch period.

F. Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided such trade does not result in overtime work.

G. Shift Bidding. Shift bidding will occur each six (6) months; October through March and April through September. Officers assigned to the patrol division only, will be able to bid on shifts 30 days prior to the proposed shift change (e.g. in September for the shift change that occurs in October and March for the shift bidding that begins in April). For each six (6) month bidding, management will assign each shift a regular starting time, and ending time and the days off based upon management's determination of operational needs (the Department's need to provide police services in an appropriate manner, time and with adequate safety for all, police officers and citizens.)

Bidding will be by seniority as defined by Article 5. All officers assigned or who will be assigned to patrol during the planned shift will be eligible to bid, except those officers on probation and/or assigned as motorcycle officer(s).

Officers assigned as SROs, Detectives or any other specialty assignment are not eligible to bid unless their transfer to the patrol division will occur in the "bidding months" – September and March.

1. Shift and Days Off

If it is necessary for the City to fill vacancies or otherwise adjust the shift staffing levels during each six (6) month term of a shift bidding, the City may fill those vacancies as follows:

- a. Ask for volunteers to fill the vacancies and award based on the seniority and qualifications of the volunteers.
- b. If sufficient volunteers are not available to meet the staffing needs, the Association representative shall be personally notified and shall have forty-eight (48) hours from the City's notification to request a full shift bidding opportunity. If the City is unable to make contact with either shop steward, it shall contact one of the two individuals next designated by the Association as it's acting representative.
- c. If such a request is not made, the City shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, the City will make a good faith effort to affect the least senior employee(s) whenever possible, consistent with the Department's operational and training needs.

2. Probationary employees will be scheduled at the discretion of the City and may be assigned and rotated to any shift schedule or position on a shift.

3. Overtime Waiver

For the purpose of this Article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than eighty (80) hours within a fourteen (14) day pay period or more than five (5) consecutive days during a pay period. The City shall schedule employees for a minimum of eighty (80) hours within the fourteen (14) day period.

4. In order to be eligible for bidding, a police officer shall meet all of the following criteria:

- a. Successful completion of the probationary period;
- b. Possession of a basic or higher BPSST certificate;
- c. Twenty four (24) months of experience transferable to law enforcement as determined by using reasonable criteria; and

- d. Be on continuous shift assignment;

Police Officers who have accepted specialty assignments such as, but not limited to; Detective, SRO's and motorcycle duty shall not be eligible for shift bidding. If there is more than one (1) person assigned to motorcycle duty, deployment of duty will be determined by seniority of officers so assigned and approved by deploying supervisors.

ARTICLE 20

OVERTIME AND COMPENSATORY TIME

A. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; vacation leave; paid sick leave; time on the job; and time participating in activities, training, briefings, meetings or other conferences if so directed by the City.

B. The City and the Union agree to utilize the following provisions in determining compensation for overtime.

All authorized work shall be compensated at the rate of time and a half for work under the following conditions:

1. Employees assigned to a 5-8 schedule shall receive overtime credit for any work after eight (8) hours on any workday.
2. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday.
3. Employees assigned to work a 4-12 schedule shall only be entitled to overtime if they work more than twelve (12) hours in any work day.
4. Employees assigned to work a shift composed of nine (9) and eight (8) hour days shall only be entitled to over time if they exceed nine (9) or eight (8) hours on the days they are scheduled to work those hours.
5. All work performed in excess of forty (40) hours in any workweek except for:
 - a. Those employees who are on a 4-12 schedule shall be entitled to overtime if they exceed forty-eight (48) hours in any one (1) week; or,
 - b. Those employees who are on a four (4) nine (9) hour days and one (1) eight (8) hour day followed by four (4) nine (9) hour days schedule, shall be entitled to overtime if they exceed eighty (80) hours in a two (2) week period.

C. Overtime Compensation. Overtime shall be paid in cash at the rate of time and one half the regular rate of pay. Upon the mutual agreement of the employee and City, the employee may receive compensatory time in lieu of overtime payments. There shall be a maximum accumulation of eighty (80) hours of compensatory time at any one time for each employee. Compensatory time shall be granted in any amount of time if agreed to between the employee and the supervisor.

Payment for Overtime. If an employee is paid in cash for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon termination of employment or death of the employee, then the unused compensatory time will be paid to the employee or heirs, whichever the case may be, at the higher of (a) the average regular rate earned by the employee during the last three (3) years of employment, or (b) the final regular rate earned by the employee. If the law which controls payment of compensatory time changes, the parties agree to open negotiations on this provision.

D. Employees required to participate in any teaching activities during off duty hours shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meetings during off duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

E. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

F. Assignment of Overtime. When vacancies created by sick, vacation or training leaves are to be filled, they will be filled by seniority among bargaining unit personnel under the following conditions:

1. The City will provide the Union with a seniority list of employees twice a year to coincide with scheduled shift changes. The list will include the employee's primary and secondary contact telephone or pager numbers.
2. When a replacement is needed for a shift vacancy occurring with less than sixteen (16) hours notice, the work will be offered first to those employees already on duty by seniority; second, to those scheduled to work the next shift, by seniority, in classification; third, if no one elects to work the shift, an on-duty supervisor may volunteer to work the shift; and fourth, if no volunteers can be found the shift assignment will be assigned to the least senior on-shift officer.
3. When more than sixteen (16) hours notice has been received of a vacancy that has been determined needs to be filled, the City will post the overtime list to

voluntary sign up prior to filling the shift by any other means. Sign up will be by seniority in classification.

4. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours before the start of the shift, regardless of seniority unless the overtime was posted between sixteen (16) hours and seventy-two (72) hours from the start of the shift.

5. The member doing the bumping must contact a supervisor to change the schedule.

6. If a member accepts overtime and later decides to decline the accepted overtime, the member must contact a supervisor to remove them from the schedule at least seventy-two (72) hours before the scheduled shift commences. If within seventy-two (72) hours before the scheduled shift commences the employee who accepted the overtime assignment decides not to accept the overtime, it is the employee's responsibility to find a suitable replacement. However, members who are unable to perform their duties due to health related reasons under Article 26 or an emergency situation and call in to report their absence, then the supervisor will find a replacement.

ARTICLE 21

CALL IN TIME

Whenever an employee is called back to work, the employee shall be paid at the rate of time and one half (1-1/2) the regular rate with a minimum of four (4) hours at time and one half (1-1/2) for each call back.

On a scheduled workday this minimum shall not apply if the call back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift.

Except in an emergency, an employee shall be released from duty immediately upon cessation of the event which required the call back.

ARTICLE 22

COURT APPEARANCES

Call back for a court appearance is to be compensated at the rate of time and one-half (1 ½) for a minimum of four (4) hours. This minimum shall not apply if the court appearance begins one (1) hour or less before the start or after the end of the employee's regular shift.

Except in an emergency, an employee shall be released from duty immediately upon cessation of his need to attend specific court appearance which required the call back.

ARTICLE 23

JURY DUTY

A. In the event any employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive the employee's regular compensation for any regularly scheduled working hours spent in actual performance of such service. Employees who are released from jury service or who complete such service are required to promptly notify their supervisor for assignment for the remainder of his/her workday and/or subsequent shifts.

B. Any monies received by the employee from the Court for the performance of jury duty, shall be given to the City.

ARTICLE 24

PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City agrees to participate in the Oregon State Public Employees Retirement System to pay the City's amount required into each employee's PERS account. The City shall cease withholding from employee's monthly salaries the contributions required by ORS 238.200 and shall "pick up", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System as authorized under ORS 238.205. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "picked up" or paid by the City on behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005 (8) for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 to 238.220. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions for the purpose of ORS 238.005 to 238.480.

The Union reserves the right to reopen this Article of the contract to make proposals regarding PERS in light of legal developments.

ARTICLE 25

INSURANCE

A. Medical Insurance.

Effective July 1, 2012, the City shall pay 95% of the cost of premiums for medical insurance with the employee paying the remaining five percent (5%) of the premiums for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

Effective July 1, 2013, the City shall pay 95% of the cost of premiums for medical insurance (with change to prescription plan – see attached) with the employee paying the remaining five percent (5%) of the premiums for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

The City and the CCPOA agree to meet on a yearly basis to review the medical/dental coverage and their associated costs to help find ways to lower and or reduce costs of future increases.

B. Dental Insurance.

Effective July 1, 2012, the City shall pay 95% of the cost of premiums for dental insurance with the employee paying the remaining five percent (5%) of the premiums for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

C. The City shall provide a \$50,000 life insurance plan for each Police Officer, a \$30,000 life insurance plan for Community Service Officer and Records Clerk. In addition, the City shall provide \$2,000 coverage for spouses and dependents of all employees.

D. The City shall continue to provide long term disability plan for all employees covered by this Agreement. The LTD plan shall provide a \$4,000/mo benefit for each member (pro-rated for part-time employees).

E. The City shall provide false arrest, liability and malicious prosecution insurance covering all employees coming under the terms of this Agreement.

F. Domestic Partners. For purposes of this Article, where medical and dental insurance is extended to "spouses," a domestic partner shall be considered a spouse. A domestic partner is defined as an individual of the same sex who lives with the

employee and has fulfilled the requirements contained in and completed the "Affidavit of Domestic Partnership" form, which is available from Human Resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all insurance benefits available to "spouses" as limited by carrier contracts. Employees must immediately notify Human Resources when domestic partnership relationships end.

G. **Voluntary Employee Beneficiary Account (VEBA):** Effective January 1, 2007, the City will establish a Voluntary Employee Beneficiary Account (VEBA) for the employees covered by this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue code Section 501(c)(9). The City shall contribute \$25 per employee per month into employee VEBA accounts.

ARTICLE 26

SICK LEAVE

A. **Sick Leave Accrual.** Employees shall accrue sick leave at the rate of eight hours per month worked for a total of 96 hours accumulated per calendar year. There shall be a maximum of 1000 hours of accumulated sick leave. Accumulated sick leave beyond the maximum accrual of one thousand (1000) hours shall be converted to a monetary amount and then transferred to the employee's VEBA account.

The employee may use his/her accumulated sick leave in the event of personal illness or injury, a medical condition which disables the employee or a medical condition which disables a member of the employee's immediate family, absences due to fatigue as defined in Article 27 or other uses as authorized by applicable law.

Employees may use sick leave to care for immediate family members only when no other qualified individual is reasonably available to care for the immediate family member or where hospitalization is required.

B. An employee's immediate family shall be defined as parent, child, spouse or domestic partners as defined in Article 25.F.

C. The City will participate in the PERS Sick Leave Conversion Program in accordance with the provisions of ORS 238.350.

D. **Conversion.** For each quarter in which no sick leave is used, an employee may convert eight (8) hours of sick leave into vacation time or cash. Quarters are periods defined as follows:

First quarter: July 1 through September 30; Second quarter: October 1, through December 31; Third quarter: January 1, through March 31; Fourth Quarter: April 1 through June 30.

Sick leave converted to vacation will be credited at the end of each quarter. If sick leave is converted to cash, pay will be at the employee's hourly rate at time of accrual. Employees selecting this option will be paid at the end of each quarter. Employees converting sick leave to vacation or cash must have a minimum accrual of 88 hours of sick leave before being eligible to convert eight (8) hours to vacation or cash.

E. Donation of Sick Leave. An employee may make a one-time, voluntary donation of sixteen (16) hours or less, each fiscal year of accrued but unused vacation or compensatory time hours to another employee when the following criteria are met:

1. The donor employee must have 48 hours of accrued, unused vacation prior to the donation;
2. The donor employee must voluntarily donate the hours and sign a waiver stating that the donation is voluntary and that the employee waives any right to any pay or time off for the volunteered hours.
3. The donating employee will receive no payment for the donated time;
4. The waiver must be signed by the donor employee and must be approved by the donor employees supervising officer(s) and the Human Resources Department;
5. The employee to whom the time is donated must have exhausted all of his/her accrued, vacation, sick leave, holiday in lieu and compensatory time accruals and have documented need of sick leave;
6. The employee receiving the donation will receive the hours of time off and donation of hours cannot be reversed, once approved as described above. Donated time shall be converted on an hour for hour basis, for example: Donor employee voluntarily donates sixteen (16) hours of vacation or compensatory time, the employee receiving the donation is credited with sixteen (16) hours of sick leave.

F. Sick Leave Verification. An employee may be required to submit a doctor's certificate or other adequate proof of eligibility for sick leave from an employee's doctor or health care professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the city can articulate a good faith concern (e.g. questionable patterns of absence, suspicious explanations, etc.) regarding the employee's eligibility to receive sick leave. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket costs billed by the doctor or health care professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for

absences due to illnesses and injuries of the employee's immediate family members consistent with applicable law.

ARTICLE 27

SLEEP DEPRIVATION AND/OR FATIGUE

The City and the Union recognize that an employee who is overly fatigued from the lack of sleep is not physically or mentally alert enough to work in the field. The City and the Union also recognize that officers, particularly officers assigned to the First Shift (graveyard shift), are subject to circumstances that reduce the officer's ability to get adequate sleep in preparation for working the officer's next shift. These circumstances include court appearances, DMV and/or other administrative hearings, required training or requested meetings with other criminal justice agencies.

In such cases, if an officer has not received at least ten (10) hours off work between his/her regular shift and other work-related activity (e.g. court appearances, etc.) and feels overly fatigued:

1. The officer can request to not work his/her next shift due to fatigue because of inadequate sleep due to conditions or circumstances beyond his/her control.
2. Such officers will be required to submit a Leave Request form and can use any of his/her accrued time-off benefits, including sick leave.
3. Such leave will be granted, if the employee would be required to report for work with less than ten (10) hours off between his/her regular shift and is fatigued, even if it requires overtime by another employee.

ARTICLE 28

BEREAVEMENT AND FAMILY MEDICAL LEAVE

A. Bereavement Leave. An employee shall be granted a special paid funeral leave of absence not to exceed four (4) working days in the event of a death in the immediate family. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank.

B. Extension. Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, accrued vacation, in lieu of holiday or compensatory time for additional special leave time.

C. Definition of Immediate Family. For purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, and the employee and spouse's grandparents, parents, step-parents, guardian, sibling's, step-siblings,

children, step-children, grandchildren, "domestic partners" as defined in Article 25.F. and any relative residing in the employee's immediate household.

D. Family Medical Leave: The City will comply with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Eligible employees who are absent from work for FMLA and/or OFLA qualifying reasons, but are not eligible to receive sick leave benefits will be paid accrued vacation and holiday pay for their absences. In the event an employee does not specify whether he/she prefers to utilize vacation or holiday pay, holiday pay shall be utilized first, then vacation pay. In the event holiday and vacation leave banks are depleted, an employee may, at his/her option, utilize compensatory leave. When an employee is on a leave that is covered by both FMLA and OFLA, such leaves will run concurrently.

E. Employees who are eligible for FMLA or OFLA leave shall continue to receive medical, dental, disability and life insurance benefits during the time they are on such leave. Following the expiration of the FMLA and/or OFLA leave entitlement period, such insurance benefits will continue to be provided as long as the employee continues to have his/her leave charged against paid leave banks (holiday, vacation, sick leave and compensatory time).

ARTICLE 29

CLOTHING, EQUIPMENT AND TRAINING ALLOWANCES

A. The City shall purchase and/or provide uniforms for Police Officers and Community Services Officers covered by this Agreement.

B. The Police Officers and Community Service Officers who are required to have and maintain a uniform shall receive the sum of four hundred dollars (\$400) annually. This money is to be used for the purchase and/or maintenance of equipment not provided by the City, or for training, footwear and uniform upkeep.

C. The City shall issue a separate check to employees during the month of July for the above allowance. Deductions shall be made based on current State and/or Federal law.

D. The City shall provide sworn employees with either a vest rated at Threat Level IIA or Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently 5 years). So long as the vest satisfies the required threat level, the City shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a sworn employee wants a vest not selected or approved by the City, it shall be the employee's responsibility to pay any differences beyond what the City will pay.

E. The City agrees to repair or replace an employee's personal property (uniform, non-uniform clothing) or equipment which is lost, damaged, stolen or worn beyond usable or safe operating quality in the line of duty except if such is due to negligent employee performance.

F. For Police Officers assigned to Detective, Crime Prevention or Undercover duties the City shall not provide an annual clothing allowance. If the job tasks require a uniform or special equipment, the City will reimburse employees as defined in Section B of this article.

ARTICLE 30

HOLIDAYS IN LIEU OF HOLIDAYS

A. In lieu of holidays, all employees engaged in continuous operations (sworn police officers, special assignment police officers) shall accrue eight (8) hours credit for each full month worked. Holiday accrual shall be maintained in an account which is separate from vacation accrual. There shall be a maximum accumulation of eighty (80) hours of in lieu of holiday time at any one time for each employee.

The employee may elect to take the credit as vacation time off at a time mutually agreeable to the supervisor and employee, or receive straight time pay in lieu of time off. Election of payment method shall be made no later than the last day of each quarter (September 30, December 31, March 31, June 30), beginning with fiscal year July 1, 1993.

B. All employees not engaged in continuous operations shall be entitled to two (2) personal leave days plus the following holidays:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following holiday
Christmas	December 25

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

Any non-continuous regular employee who may be requested to work on a holiday shall be either paid compensation at one and one half (1-1/2) times the regular straight time wages for hours worked or by mutual agreement, may receive compensatory time off in lieu of overtime payments.

ARTICLE 31

VACATIONS

A. All regular full time employees shall accrue vacation time at the following rates:

Less than 3 years	80 working hours annually
More than 3, less than 5	96 working hours annually
More than 5, less than 8	120 working hours annually
More than 8, less than 11	160 working hours annually
More than 11, less than 15	176 working hours annually
More than 15	200 working hours annually

B. Vacations shall be approved by the Chief or his designee. Employees shall give ten (10) days advance notice of any request for vacation. Consideration will continue to be given to the employee's seniority by job classification, requests by the employees and work requirements facing the Department.

C. New employees shall not earn vacation leave during their first six (6) months of employment. However, if an employee completes six (6) months of employment, he/she will be credited with vacation benefits retroactively to his/her date of hire. If for any reason prior to the completion of six (6) months continuous service with the City such employee is terminated or otherwise leaves the City's employment, he/she shall be credited with no vacation time.

D. Vacation time shall not be used in periods of less than two (2) hours.

E. Vacation time will normally be taken within one (1) year of the time earned and normally may be accumulated to a maximum of three hundred sixty (360) hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday leave so that the employee who is about to lose vacation credit because of accrual limitations shall be given adequate advance notice by the City of such potential loss of future accruals. To avoid any loss, the employee shall give the City ten (10) days prior notice of the employee's choice of those days to be taken off. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial

inconvenience to the City, in which case the City and the employee shall mutually agree to a rescheduling of the threatened leave. Employees may "sell back" for cash payment two (2) times a fiscal year, up to an annual maximum of 80 hours of accrued vacation time, provided the employee requests at the same time, an equivalent amount of vacation time off to be taken within two (2) weeks of the request for compensation.

Employees shall be given the option to convert 20 hours of vacation time per quarter to the cash equivalent to be deposited into their VEBA account.

To be eligible for "sell-back" or a VEBA conversion an employee must retain an accrual of a minimum of 40 hours vacation time, after the cash "sell-back". The City shall issue a separate check to employees for vacation "sell-back, if the City receives the signed, authorized request 30 days in advance. The check will be issued on the same bi-weekly schedule as normal payroll checks. Deductions shall be made based on current State and/or Federal law.

F. Employees who have completed six (6) months' continuous service and who terminate, for any reason, their services with the department, shall receive any unused vacation pay upon their termination.

ARTICLE 32

PRODUCTIVITY

The parties recognize that delivery of essential municipal services in an effective and efficient manner is of paramount importance and interest to the City. In return to the City for the wages and conditions contained herein and consistent with the principle of a fair day's work for a fair day's pay, as defined in the West Linn Police Department Policy and Procedure's Manual, Chapter 7, Section 7.4.5, the employees pledge their agreement to maintain a high level of employee performance and efficiency in performing their services for the City.

ARTICLE 33

LIMITATIONS AND RESPONSIBILITIES

The Union recognizes the City as the duly elected representative of the people and agrees to negotiate only with the City through the negotiating agent or agent officially designated by the City to act on its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Council member, administrator or other person or persons.

The City recognizes the Union as the duly elected representative of the employees covered by this Agreement and agrees to negotiate only with the Union through its

negotiating agent or agents officially designated by the Union to act on behalf of the employees.

The City agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any employee covered by this Agreement.

ARTICLE 34

WAIVER AND SCOPE OF BARGAINING

A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7).

This contract incorporates the sole and complete agreement between the City and the Union resulting from these negotiations. The Union agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

1. The employer is not limited, confined, or restricted by past practice, rule, custom or regulation in making changes in policies, procedures, rules and regulations to carry out the mission of the City.

2. However, this Article shall not be interpreted to restrict the Union's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

In the case of disagreement between the parties, the Employment Relations Board shall make the decision under this subsection as to whether the City is compelled to negotiate under State law.

C. Union Officers. The Union shall notify the City Manager in writing no later than the first of July of each calendar year of the names of all officers of the Union. In the event of a vacancy of any official position of this Union, the Union will notify the City Manager in writing of the name(s) of the new officer(s) within ten (10) days after that vacancy is filled.

ARTICLE 35

SAVINGS CLAUSE

Should any Article, section or portion thereof of this Agreement be held unlawful, invalid or unenforceable by any court of competent jurisdiction or by the Employment Relations Board of the State of Oregon, such decision of said court or board shall apply only to the specific Article, section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if any, for the invalid Article, section or portion thereof.

ARTICLE 36

DEPARTMENT RELIEF WORK

When the City determines it is necessary to require bargaining unit personnel to cover the schedule due to personnel absent on vacation, training, sick leave or any other reason, the City will consider the factors of availability and seniority when making the selection.

ARTICLE 37

WORKERS' COMPENSATION

A. City Provision. The City shall provide workers' compensation insurance as required by State law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in conformance with Oregon law, and nothing in this Article is intended to diminish those benefits and rights.

B. First 90 Days of Workers' Compensation Leave. During the first ninety (90) days of an employee's absence due to a compensable injury or illness, the City shall issue a check in lieu of wages in an amount which is the difference between workers' compensation payments and the employee's regular straight time net wages. The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions. The employee shall not be required to use sick leave or vacation credits to augment any benefits paid by workers' compensation. Regular net wages are defined as the cash value of the employee's last biweekly paycheck, exclusive of voluntary deductions.

In the event that the last paycheck preceding the compensable injury or illness is not fairly reflective of the employee's current net wages, the parties agree to review a reasonable length of time over which to average the employee's new wages in order to find a fair reflection of the employee's net wages.

In the event the workers' compensation insurance carrier has not made a determination of whether or not an illness or injury is compensable in the first thirty (30) days following the date of injury, the City shall make substantial efforts to have the carrier make a determination as soon as possible.

C. Period Between 90 Days and One Year. Following this first ninety (90) day period, the City shall make prorata charges against the employee's accrued paid leave banks to provide the funds for the in lieu of wages check. So long as an employee has accrued paid leave which is adequate to fulfill the in lieu of wages amount, the employee shall continue to accrue all benefits listed above. Should an employee not have adequate accrued paid leave in an amount which can provide this supplement, or should an employee exhaust their paid leave, the employee shall cease accruing paid leaves and benefits, with the exception of health insurance and cease receiving the in lieu of wages check. The City shall comply with Oregon laws governing the rights of employees who suffer workers compensation injuries and illnesses.

D. The employee shall return all City owned property at the request of the City.

E. Period Following One Year. Following twelve (12) months of being unable to work due to a compensable injury or illness, an employee shall have the option of receiving the cash equivalent for all accrued paid leaves, if any, or retaining those accruals with the cash out options provided elsewhere in this Agreement. After twelve (12) months the employee will no longer accrue paid leaves, benefits or seniority. The City shall be relieved of the responsibility of issuing the in lieu of wages check.

The City will continue to offer group health insurance to the employee consistent with law.

F. General Provisions. An employee who is not working due to a compensable injury or illness shall receive any general salary adjustments based on this Union Agreement and is eligible for any salary step increases pursuant to Article 17. An employee who was absent due to a compensable injury or illness for over six (6) months of the review year under Article 17 will not receive a step increase unless determined otherwise by the Police Chief.

An employee who was absent less than six (6) months during the review year shall receive the step increase so long as his performance during the review year preceding the absence was satisfactory. An employee returning from a compensable injury or illness related absence shall retain all accruals of paid leave which were accrued before the absence and not exhausted or cashed out during the absence and shall retain the seniority accrued prior to being placed on unpaid leave.

ARTICLE 38

USE OF ALCOHOL AND DRUGS

Section A. Clackamas County Police Officers Association (CCPOA) and the City of West Linn recognize a responsibility to the citizens of West Linn and the City's employees to maintain safe and productive working conditions.

Section B. To aid in the accomplishment of this goal, the following conduct is prohibited:

1. Buying, selling or possessing for the purpose of buying or selling a controlled substance, including marijuana, while on City property or in City vehicles or equipment, or during work hours, including rest and meal periods.

2. Being at work under the influence of alcoholic intoxicants (defined as a blood alcohol content that reaches or exceeds .01% by weight of alcohol in the blood).

3. Possession of, or providing any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) or consuming alcoholic intoxicants while on City property or in City vehicles or equipment at any time, during work hours, including rest and meal periods.

4. Being at work under the influence of any controlled substance, including marijuana, and/or having such substances present in the body (excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, or during work hours, including rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests positive in any blood or urine test administered.

5. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005 (6).

Section C. Under the Influence. A person is considered "under the influence" of a controlled substance including marijuana or alcoholic intoxicants if he or she tests positive as described in Section "D" - Testing.

Section D. Testing

1. Where there is reasonable suspicion that an employee is under the influence as defined above, where an employee is involved in an accident or other incident where reasonable safety precautions appear to have been ignored the employee may be required to consent to blood or urine testing for the presence of drugs or alcohol.

2. A person is considered to have tested positive if he or she exceeds the cut off levels for drugs as set by the Department of Health and Human Services at the time of testing. (See Appendix for standard in effect at the time of the execution of this agreement.) If the Department of Health and Human Services standards change, the parties agree to the definition of the revised cutoff levels at the time of testing.

A person is considered under the influence of alcoholic intoxicants when the blood alcohol content reaches or exceeds .01% by weight of alcohol in the blood at the time of testing.

The City shall pay for the cost of the tests. A refusal to consent and promptly submit to such testing made pursuant to this Article, as well as giving false, altered or deliberately diluted urine samples is grounds for termination.

3. For illegal drugs other than those which fall within one of the Department of Health and Human Services categories, any confirmed, reasonable amount at levels which are comparable to the Department of Health and Human Services levels, constitute a positive test result will result in the consequences explained in Section F below.

4. In the event that test results are positive for a controlled substance, including marijuana, the City, at its expense, shall require that a second confirming test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in his or her body. The second confirming test must utilize the G.C./M.S. testing technique.

Section E. Discipline and Other Action. Prohibited conduct described in Section B(1) above, is grounds for termination. Prohibited conduct described in Section B(3) above, may result in discipline action up to and including termination. Prohibited conduct described in Section B(2) and B(4) shall result in action specified below in Section F.

Section F. Consequences of Test Results

1. Test results which do not establish that the employee has engaged in prohibited conduct as described in Section B(2) and B(4) of this Article shall result in no further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results and all documents related to the incident shall be retained only by testing laboratory.

2. Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation – Rehabilitation

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee

voluntarily reports a drug or alcohol dependency to the Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence and/or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

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

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

Moreover, in order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Last Chance Agreement required by the City. Any employee who violates the terms of the Agreement is subject to immediate termination. An employee may grieve whether or not he/she has violated the last chance agreement but not the agreement itself.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, followed by vacation, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions for the period they are on paid leave. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

Any program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. It is the SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which he or she is assigned. An employee who has been returned to work under these provisions shall be subject to retesting at any time for one year following return to work.

3. Employees who Report Dependencies and Seek Treatment *After* Committing a Policy Violation.

a. Employees who violate the provisions of Section B(4) and who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies. The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth, above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Last Chance Agreements are not intended to supercede "just cause" requirements. The City continues to be bound by principles of "just cause", as well as due process obligations.

b. If an employee is found to have violated the provisions of Section B(2) and who has not previously committed prohibited conduct specified in Section B(2), the employee immediately shall submit to an evaluation by a qualified professional in the area of substance abuse Substance Abuse Professional (SAP). The evaluator SAP will be selected by the City. This evaluation will be paid for by the City.

The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s); and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. This program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. If a program of treatment is recommended by the evaluator SAP, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully, shall be grounds for immediate termination from employment. It is the evaluator's SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which he or she is assigned. An employee who has committed prohibited conduct specified in Section B(2) shall be subject to retesting at any time for one year following return to work.

If an employee previously has committed prohibited conduct specified in Sections B(2), and subsequently is found to have committed such prohibited conduct a second time within two years, shall be subject to the provisions of F(3)(a) above.

Section G. Performance of Official Duties. The provisions of this article do not apply to an officer who is buying, selling or possessing drugs or alcohol in the official performance of his/her duties as approved by the Department.

Appendix to Article 38

The initial test shall use an immunoassay which meets the requirements of the federal Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

	Initial test level (ng/ml)
Marijuana metabolites	100

Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative analysis at the cutoff values listed in this paragraph for each drug.

	Confirmatory test level (ng/ml)
Marijuana metabolite	15
Cocaine metabolite	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

ARTICLE 39

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2012 and shall remain effective in full force and effect until June 30, 2015. This Agreement shall automatically reopen on the first day of February, 2015 for negotiations. If negotiations of a successor agreement are not concluded by July 1, 2015, this agreement shall automatically continue until such time as the successor agreement is concluded.

FOR THE CITY



CHRIS JORDAN,
CITY MANAGER

FOR THE UNION



ROBERT BLACK,
UNION REPRESENTATIVE



JERI KNUDSON,
DIR. OF HUMAN RESOURCES



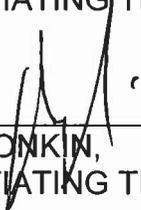
NICK AMENDOLARA,
NEGOTIATING TEAM



VICTOR LANCASTER,
NEGOTIATING TEAM



BRAD MOYLE,
NEGOTIATING TEAM



KIRK TONKIN,
NEGOTIATING TEAM

CHAD ATKESON,
NEGOTIATING TEAM



TAMMY HOOPER
NEGOTIATING TEAM

DATE: 11-21-12

Attachment 1

City of West Linn

Listing of Clackamas County Police Officer Association Salaries Effective 7/1/2012 - 6/30/2013 Compensation Structure "A"

Classification Title	Salary Grade	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Records Clerk	B	CCPOA	Hourly Monthly Annually	18,5761 3,219.84 38,638	19,5492 3,388.52 40,662	20,6083 3,572.10 42,865	21,7531 3,770.53 45,246	22,8980 3,968.98 47,628	24,1502 4,186.03 50,232		
Animal Control Officer	C	CCPOA	Hourly	18,9624	20,0072	21,0734	22,2039	23,4061	24,6584		
Code Enforcement Ofcr	C	CCPOA	Monthly	3,286.82	3,467.91	3,652.71	3,848.67	4,057.05	4,274.11		
Community Service Ofcr	C	CCPOA	Annually	39,442	41,615	43,833	46,184	48,685	51,289		
Property/Evidence Tech	C	CCPOA									
Recruit		CCPOA	Hourly Monthly Annually	23,9355 4,148.82 49,786							
Police Officer	F	CCPOA	Hourly Monthly Annually	25,2236 4,372.09 52,465	26,5832 4,607.75 55,293	28,0286 4,858.28 58,299	29,5456 5,121.23 61,455	31,1485 5,399.06 64,789	32,8301 5,690.54 68,286		

CCPOA - 2% increase effective 7/1/2012

Note: Salaries may vary slightly because of rounding and because of the City's payroll software system calculations.

MEDICAL – Health Net	CURRENT MEDICAL	CURRENT MEDICAL PLAN, different RX
	INSURED PAYS:	INSURED PAYS:
Prescription Drugs Retail Pharmacy (30-day supply)	Tier 1 - \$10 copay Tier 2 - \$15 copay Tier 3 - \$25 copay	Tier 1 - \$15 copay Tier 2 - \$30 copay Tier 3 - \$50 copay
Mail Order (90-day supply)	Tier 1 - \$20 copay Tier 2 - \$30 copay Tier 3 - \$50 copay	Tier 1 - \$30 copay Tier 2 - \$60 copay Tier 3 - \$100 copay
Specialty Pharmacy	10% to a \$100 copay maximum per prescription. Not available through Mail Order.	10% to a \$100 copay maximum per prescription. Not available through Mail Order.

Kaiser - MEDICAL	CURRENT MEDICAL	CURRENT MEDICAL PLAN, different RX
Prescription Drugs Retail Pharmacy (30-day supply)	<p>INSURED PAYS:</p> <p>\$10 copay</p>	<p>INSURED PAYS:</p> <p>\$15 copay</p>
Mail Order (90-day supply)		<p>\$30 copay</p>
Specialty Pharmacy	Covered the same as any other medication.	Covered the same as any other medication.
Non-Participating Pharmacy	The member pays up front and submits a claim. For emergency services only.	The member pays up front and submits a claim. For emergency services only.