CITY OF MILWAUKIE

And

MILWAUKIE POLICE EMPLOYEES ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2016 – JUNE 30 2018

Table of Contents

ARTICLE 1 – COMPACT 1
- A. PREAMBLE 1
- B. EMERGENCIES 1
- C. CHANGES 1

ARTICLE 2 – RECOGNITION 1
- A. CLASSIFICATIONS 1
- B. PURPOSE 1
- C. NEGOTIATION 2

ARTICLE 3 – MANAGEMENT RIGHTS 2
- A. RESPONSIBILITIES 2
- B. RIGHTS 2
- C. OUTSIDE EMPLOYMENT 3

ARTICLE 4 – EMPLOYEE RIGHTS 3
- A. FAIR SHARE 3
- B. MAINTENANCE OF STANDARDS/EXISTING CONDITIONS 4
- C. PERSONNEL FILE 4
- D. PART-TIME FRINGE BENEFITS 4

ARTICLE 5 – ASSOCIATION RIGHTS 5
- A. BULLETIN BOARDS 5
- B. ELECTRONIC MAIL 5

ARTICLE 6 – NON-DISCRIMINATION 6
- A. NOT INTERFERE 6
- B. APPLY EQUALLY 6
- C. COOPERATE WITH INVESTIGATION OF COMPLAINTS 6
- D. NOT APPLY TO GRIEVANCE/ARBITRATION ARTICLE 6
- E. GENDER REFERENCE 6

ARTICLE 7 – HOURS OF WORK 6
- A. REGULAR HOURS 6
- B. WORK WEEK 6
- C. WORKDAY 7
- D. SHIFT TRADES 10
- E. WORK SHIFT 10
- F. LUNCH & BREAKS 10
- G. TIME OFF BETWEEN SHIFTS 10
- H. SIGN-UP 10
- I. CHANGES IN START/STOP TIMES 11
- J. FLEX-ARRANGEMENTS 11
- K. TIME CHANGE 11

ARTICLE 8 – WAGES 12
- A. SALARY SCHEDULE 12
- B. INCREASE 12
- C. SALARY ADMINISTRATION 12

ARTICLE 9 – ADDITIONAL COMPENSATION 12
- A. ASSIGNMENT 12
- B. INCENTIVES 14

ARTICLE 10 – OVERTIME AND COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME 15
A. ELIGIBILITY (SIGN-UP & DISTRIBUTION) 15
B. PAY 15
C. CTO 15
D. TRAINING 16

ARTICLE 11 – SENIORITY AND PROBATIONARY PERIOD 16
A. SENIORITY 16
B. PROBATION 17

ARTICLE 12 – VACATIONS AND HOLIDAYS 17
A. VACATIONS 17
B. HOLIDAYS 19

ARTICLE 13 – LEAVES 19
A. SICK LEAVE 19
B. ON THE JOB INJURY 20
C. BEREAVEMENT 21
D. SICK LEAVE DONATION 22
E. PERSONAL 22
F. EXTENDED LEAVE OF ABSENCE WITHOUT PAY 22
G. JURY DUTY AND OTHER RELATED DUTIES 22
H. UNAUTHORIZED LEAVE 23

ARTICLE 14 – BENEFITS 24
A. INSURANCE 24
B. RETIREMENT 26
C. CLOTHING & EQUIPMENT 26

ARTICLE 15 – LAYOFF AND RECALL 27
A. LAYOFF 27
B. RECALL 27

ARTICLE 16 – DISCIPLINE AND DISCHARGE 28

ARTICLE 17 – GRIEVANCE 28
A. GRIEVANCE PROCEDURE 28
B. RULES GOVERNING THE GRIEVANCE PROCEDURES 29
C. ARBITRATION 30

ARTICLE 18 – EFFECT OF PERSONNEL AND ADMINISTRATIVE POLICIES AND PROCEDURES 30

ARTICLE 19 – SAVINGS 30

ARTICLE 20 – TERM OF AGREEMENT 31

APPENDIX A: SALARY SCHEDULE 32

APPENDIX B: MEDICAL AND DENTAL PREMIUMS 33

APPENDIX C: INVESTIGATORY INTERVIEW 34

Article 1 – Compact

A. Preamble

This AGREEMENT made and entered into between the City of Milwaukie, hereinafter referred to as the CITY, and the Milwaukie Police Employees Association, hereinafter referred to as the ASSOCIATION.

B. Emergencies

Jointly, we recognize that in times of emergency employees will perform best if they know that their families are safe and secure. We will provide reasonable time for employees to contact their family and make necessary arrangement for their families' safety and security, so long as the lives and property of Milwaukie residents are not placed in jeopardy. Off-duty labor or management personnel will do what they can to assist families of on-duty workers as much as possible.

C. Changes

As the CITY grows and changes, employees will be informed in advance of these changes. The CITY will negotiate with labor representatives, other government entities, and management in the spirit of our mutual gains philosophy and the appropriate State laws.

Article 2 – Recognition

A. Classifications

The CITY recognizes the ASSOCIATION as the exclusive bargaining representative for all regular employees working 20 hours or more in the Police Recruit, Property Room Technician, Police Officer, Police Sergeant classifications for the purpose of establishing wages, hours, and conditions of employment. Probationary employees shall be represented by this ASSOCIATION. Specifically excluded are all other employees including supervisors, confidential employees, as defined in ORS 243.650, and temporary employees.

1. New Classifications

When a new classification is established by the CITY and added to the bargaining unit, the CITY will designate the classification and salary rate. The ASSOCIATION shall be notified, in writing, and the salary rate established by the CITY shall be considered tentative until the ASSOCIATION has been given an opportunity to meet and negotiate a salary. If negotiations occur and an impasse is reached, the parties will waive mediation and proceed directly to interest arbitration. In any event, the CITY may implement the new classification at its discretion.

B. Purpose

It is the purpose of this Agreement to maintain individual productivity and quality of services; to provide an orderly procedure for the resolution of grievance; to prevent any interruptions of work and interference with the efficient operation of the Department.

C. Negotiation

The ASSOCIATION recognizes the CITY as the duly elected representative of the people and agrees to negotiate only with the CITY through the negotiating agent or agents officially designated by the CITY to act in its behalf. The ASSOCIATION agrees further that neither it, nor any of its members or agents, will attempt to negotiate privately or individually with any Council member, manager or other person or persons. The CITY agrees that it will not negotiate individually with any members of the bargaining unit concerning the collective bargaining process.

Article 3 – Management Rights

A. Responsibilities

The parties agree 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. Rights of employees in the bargaining unit and the ASSOCIATION are limited to those set forth in the Agreement or provided by Oregon Constitution and Charter of the City of Milwaukie and the CITY retains all prerogatives, functions and rights not subject to the terms of this Agreement. However, the City and the Association are subject to the bargaining obligations of the Public Employees Collective Bargaining Act.

B. Rights

It is recognized that the CITY has and will continue to retain the exclusive right and responsibility to operate and manage the Police Department, its facilities, properties and the activities of its employees, insofar as this right does not conflict with terms of this Agreement. Without limiting the generality of the foregoing, it is expressly recognized that the CITY's operational and managerial responsibility includes:

1. The right to determine the location of the police station and other facilities of the Department, including the right to establish new facilities and to relocate or close old facilities;
2. The determination of the financial policies of the Department, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
3. The determination of the management, supervisory and administrative organization of the Department and the selection of employees for promotion to supervisory, management or administrative positions;
4. The maintenance and control and use of property, facilities and personnel;
5. The determination of safety, health and property protection measures where legal responsibility of the CITY or other governmental unit is involved;
6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;

7. The determination of the size of the working force, the allocation and assignment of work to employees and the determination of policies affecting the selection of employees;

8. The determination of the layout and equipment to be used and the right to plan, direct and control Department activities;

9. The direction of all working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.

C. Outside Employment

Permission to work at outside employment while an employee of the City of Milwaukie must be approved in writing by the Chief of Police or his designee. Permission may be granted if the outside employment:

1. Is compatible with the employee's adherence to the Police Officer's code of ethics;

2. In no way detracts from the efficiency of the employee in CITY duties;

3. Does not take preference over extra duty required by CITY employment;

4. Does not present a legal or ethical conflict of interest with the police profession;

5. Does not physically or mentally exhaust the employee to the point that the employee's job performance is affected; and

6. Does not require that any special consideration be given to scheduling of the employee's regular duty hours.

Article 4 – Employee Rights

A. Fair Share

The CITY and the ASSOCIATION agree to a "Fair Share" Agreement for all employees covered by this Agreement.

1. The CITY and the ASSOCIATION recognize that the ASSOCIATION is required to represent every employee covered by this Agreement, making each such employee a recipient of the ASSOCIATION'S services. Employees who are not members of the ASSOCIATION shall make payments-in-lieu-of-dues to the ASSOCIATION. Such payments shall be in an amount set by the ASSOCIATION only reflecting its costs of representation.

2. The ASSOCIATION shall certify to the CITY the amount of dues approved by the members of the ASSOCIATION. The CITY agrees it will deduct from each employee's monthly wages an ASSOCIATION member's dues and non-members payment-in-lieu-of-dues. The monthly deductions shall be remitted monthly to the Treasurer of the ASSOCIATION.

3. 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 ASSOCIATION of the objection. The employee will meet with representatives of the CITY and the ASSOCIATION and establish a mutual, satisfactory arrangement for distribution of a

contribution of an amount of money equivalent to regular ASSOCIATION membership dues to a non-religious charity. The employee shall furnish written proof monthly that this has been done.

4. Any dispute between an employee, the ASSOCIATION or the CITY concerning the amount of the payments in-lieu-of-dues or a religious objection is not subject to the grievance procedure. Such disputes are solely between the ASSOCIATION and the affected employee and no recourse shall be available through this Agreement. The ASSOCIATION agrees to indemnify, defend and hold the CITY harmless against any claims made or suits begun against the CITY as a result of this Article.

B. Maintenance of Standards/Existing Conditions

Subject to available funds, all mandatory subjects of bargaining relating to wages, hours and working conditions not specifically mentioned in this Agreement shall be maintained at not less than the level in effect at the time of the signing of this Agreement.

C. Personnel File

1. Each employee shall have the right, upon twenty-four (24) hours advance written request, to review and obtain at his own expense, copies of the contents of his personnel file, exclusive of materials received prior to the date of his employment by the CITY. The official personnel file shall be maintained by the Human Resources Department.

2. An employee may respond in writing to any item placed in the personnel file, and said response shall become a part of said file.

3. Letters of reprimand, upon request of the employee, shall be removed at the end of eighteen (18) months, from the time the reprimand was dated, provided there is no subsequent letter(s) of reprimand or disciplinary action either over the same or a different issue during the intervening period of time. All other disciplinary documents (with the exception of information reflected in performance evaluations), upon request of the employee, shall be removed from the employee's personnel file at the end of three years from the date of the disciplinary action, provided no other disciplinary action has been taken; in which case the documents shall be removed three years from the most recent disciplinary action. Materials in the supervisor's working file shall be removed after the completion of the employee's annual evaluation.

4. Each employee shall be given the opportunity to read and sign any written material of a derogatory nature prior to it being placed in the personnel file.

D. Part-time Fringe Benefits

Fringe benefits for part-time employees will be calculated based upon the budgeted full-time equivalency (FTE) of the position using the chart below.

FTE	Prorated Benefit
1.0 to .90	100%
.89 to .66	75%
.65 to .50	50%

Fulltime status for purposes of ACA medical coverage is .75 FTE. Fringe benefits include sick leave, vacation leave, holiday leave, medical insurance, deferred compensation, vision coverage, dental insurance and life insurance.

Article 5 – Association Rights

A. Bulletin Boards

The CITY agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the ASSOCIATION. The ASSOCIATION shall limit its posting of notices and bulletins to the bulletin board.

B. Electronic Mail

1. Association representatives (those persons holding positions as officers within the Association) may use the CITY e-mail system to communicate concerning collective bargaining.

(a) "Collective bargaining" means any of the following:

(1) ASSOCIATION announcements to the ASSOCIATION membership (such as meeting subjects, dates and times);

(2) The meaning, interpretation or application of this contract:

(3) Grievances proposed in accordance with Article 17 of the Contract;

(4) Matters related to the collective bargaining relationship between the CITY and the ASSOCIATION.

2. Association members may use the CITY e-mail system to contact ASSOCIATION representatives and or their hired representatives regarding collective bargaining, including any of the following purposes:

(a) To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this CONTRACT.

(b) To ask a question regarding the meaning, interpretation, or application of this CONTRACT.

(c) To present a grievance pursuant to Article 17 of this CONTRACT, regarding the meaning, interpretation or application of this CONTRACT.

(d) To request Association representation in matters concerning the meaning, application or interpretation of this CONTRACT.

3. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the CITY e-mail system, and that the CITY reserves the right to access and disclose all messages sent over the CITY e-mail system for any purpose. It is expressly understood that there are no expectations of confidentiality concerning communications sent over the CITY e-mail system concerning grievances processed pursuant to Article 17 of this CONTRACT or negotiations between the parties to this CONTRACT.

4. The CITY e-mail system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the e-mail system listed above.

"Political purposes" shall include matters in support of or opposition to candidates or measures in any election, including ASSOCIATION elections.

Article 6 – Non-Discrimination

A. Not Interfere

The CITY will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership and/or activity as required in this Agreement on behalf of the members of this bargaining unit.

B. Apply Equally

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, mental or physical disability (subject to the individual's ability and qualifications to perform the duty of the classification) political affiliation or any other protected class as designated by Federal or State law or City Policies.

C. Cooperate with Investigation of 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.

D. Not Apply to Grievance/Arbitration Article

In recognition of the various State and Federal laws and regulations addressing and providing remedies for discrimination, the parties agree that the provisions of this article shall not be subject to the grievance procedure.

E. Gender Reference

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

Article 7 – Hours of Work

A. Regular Hours

The regular hours of work each day shall be consecutive except for interruptions for rest periods and lunch periods.

B. Work Week

The workweek shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, with two (2) days off; four (4) consecutive ten (10) hour days, with three (3) days off; fourteen (14) day work cycle with twelve (12) hour shifts; or any other work schedule mutually agreed to by the CITY and the ASSOCIATION. The preferred schedule under this section for police officers will be four (4) consecutive ten (10) hour days, with three (3) days off, but in no event will this stated preference interfere with or otherwise abrogate the management right to schedule work.

C. *Workday*

The workday shall consist of an eight (8) hours, ten (10) hours, or twelve (12) hours, including lunch periods, rest periods and training periods. Employees who are relieved from duty for lunch periods shall not have such time included in their workday.

1. 12-Hour Schedule:

(a) Fixed Days Off Schedule

If a 12-hour schedule is implemented for patrol positions, they shall consist of a consecutive 12-hour/8 hour workday with consistent and consecutive work days and days off. For purposes of implementing this schedule, the parties agree to establish a fourteen (14) day tour of duty under Section 7k of the Fair Labor Standards Act. A total of eighty (80) hours will be scheduled for the fourteen (14) day tour of duty.

There will be two shifts assigned to this schedule. A Day Shift and a Night Shift. Day Shift shall be 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours.

(b) Alternative Schedules

Both parties agree that management has the right to schedule in accordance with the needs of the organization and may opt to change back to a twelve (12) hour schedule from a ten (10) hour or eight (8) hour schedule should the need arise, as long as the members of the MPEA receive a seventy-two (72) hour notice.

(c) Meal/Rest Periods

All employees on a twelve (12) hour shift schedule shall be provided two (2) thirty (30) - minute paid meal periods and two (2) fifteen (15) - minute paid rest periods per shift, to the extent possible and consistent with the operational requirements of the Department. Employees remain subject to call or interruption during all meal and rest periods.

(d) Shift Bidding

(1) When the department utilizes the twelve (12) hour schedule for the Patrol Division, bidding of shift assignments will be based on bargaining unit seniority except in circumstances where it is necessary to otherwise distribute employees to meet the reasonable operating needs of the department, or assignment to a particular work shift is in the best interests of the department as defined by the Chief of Police. The bidding shall be conducted as follows:

(2) Shift bidding will begin at least one month prior to the shift change implementation dates. The employee will select what shift they want to be assigned to Night or Day, and work days he/she prefers to work. Officers who are not released for solo work at the time of shift bid will not bid on shifts for that bid period. The City may reserve schedule slots on shifts for those officers.

(e) Team Identification and Scheduling

(1) The twelve (12) hour schedule consists of one (1) Day Shift and One (1) Night Shift. A schedule will be posted showing a Day Shift and a Night Shift. Days

off will be offset for either shift to provide maximum coverage during times of peak call volume.

(2) If an employee is reassigned to a different schedule (i.e. from a twelve (12) hour to an eight (8) hour schedule or from an eight (8) hour to a twelve (12) hour schedule), a reasonable attempt will be made to schedule the employee in a manner that will not cause the employee to work more than eighty (80) hours in a fourteen (14) day period.

(f) Forced Work Time

If an employee is scheduled to work a twelve (12) hour schedule, the following will apply:

Members will continue to be compensated for overtime hours as per the Collective Bargaining Agreement, Article 10, Section A through E.

Any Officer who:

(1) Works over twelve (12) consecutive hours for any approved reason, but not more than fourteen (14) consecutive hours shall return to work at their next regular start time.

(2) Works between fourteen (14) and seventeen (17) consecutive hours for any approved reason shall report to their supervisor at their next regular shift start time. The supervisor will then determine if the appropriate action is to delay the officer's regular start time to provide for up to ten (10) hours of non-work time between shifts if they would otherwise not have that, or to have the officer continue to work in order to complete a twelve (12) hour shift at that time.

(3) Works more than seventeen (17) consecutive hours for any approved reason shall report to their supervisor at their next regular shift start time. The supervisor will then determine if the appropriate action is to delay the officer's regular start time to provide for up to ten (10) hours of non-work time between shifts if they would otherwise not have that, or to have the officer continue to work in order to complete a twelve (12) hour shift at that time.

(4) Is called in for court appearance or other approved reasons which results in working a block of time up to five (5) hours that is not continuous with a regularly scheduled shift shall be required to report to his/her next regularly scheduled shift.

(5) Is called in for court appearance or other approved reasons which results in working a block of time which exceeds five (5) hours that is not continuous with a regularly scheduled shift shall report to their supervisor at their next regular shift start time. The supervisor will then determine if the appropriate action is to delay the officer's regular start time to provide for up to ten (12) hours of non-work time between shifts if they would otherwise not have that, or to have the officer continue to work in order to complete a twelve (12) hour shift at that time.

(6) Whenever an officer is authorized to take time off between shifts due to having worked approved overtime the following will apply: The officer will

use accrued leave other than sick leave, or if there is sufficient staffing, the officer, with approval from the on duty supervisor, can reduce hours on the next shift so as not to generate overtime. If after consultation with the supervisor, the officer is deemed by their supervisor to be so tired as to be unsafe to work their regularly scheduled shift due to fatigue, then the supervisor may allow the officer to use sick time to be absent from the next shift or part of that shift. The supervisor shall then call back personnel on an over time basis if staffing levels are below minimum.

(g) Overtime Assignments – Minimum Staffing

(1) Employees on a twelve (12) hour shift will be paid the employee's regular rate of pay for all regular hours actually worked up to eighty (80) hours during the fourteen (14) day work period. Employees will be paid at the rate of time and one-half for any time worked in excess of eighty (80) hours during the fourteen (14) day work period. Hours actually worked and paid leave time count towards the calculation of overtime hours.

(2) Employees may not work overtime in excess of their scheduled daily shift hours without pre approval by their supervisor. Without pre approval, employees working in excess of their scheduled daily shift hours will be subject to discipline, up to and including termination.

(3) While scheduled to work a twelve (12) hour schedule, the overtime language outlined in the Collective Bargaining Agreement, Article 10, shall be followed with the exception that overtime compensation is based on time accumulated in excess of an (eighty) 80-hour pay period.

Note: As stated in several sections of the Collective Bargaining Agreement, The CITY will continue to reserve the right to change established minimums at any time. When a shift falls below the minimum staffing levels, officers who will be called back are officers who are on non-seniority vacation or who have scheduled or who have requested comp time off. If these classifications are exhausted then officers who are on normal days off, but who are assigned to work the same shift shall be called back to duty at an overtime rate. Additionally, the on duty supervisor under the direction of the Chief of Police shall have the discretion to maintain staffing levels at least one officer above minimum staffing if the scheduled time off is not seniority vacation.

(4) Consideration for time off will be done on a case-by-case basis by the on duty Sergeant based on staffing levels for that day. In making this decision, the on duty Sergeant shall consider the time of day, call load, special events in or around the city that may affect the work load of the remaining officers.

As an example:

If the Night Shift falls below minimum staffing, an officer on non-seniority vacation or comp time will be called back to work. If none of these personnel are available officers on normal days off would be called in to work the shift.

At the time of the shift bidding process, a "Request for Overtime" list will be established. Officers who wish to be called in for overtime opportunities will sign up on this list. When an officer is needed to work on overtime to meet minimum

staffing, the supervisor will use the posted list to fill the vacancy. The most senior person on the list, who falls within the guidelines listed in the example above, will be given the overtime opportunity first. The supervisor will continue down the seniority list. If no one accepts the overtime opportunity, officers will be assigned the overtime by the on duty supervisor, who will take into account seniority along with department staffing needs.

(h) Training Schedule

While assigned to a twelve (12) hour schedule, officers will continue to follow Article 10 Section E in the Collective Bargaining Agreement.

(i) Time Expenditure Rates

The CITY recognizes that an officer on a twelve (12)-hour shift would have to use twelve (12) hours of leave accruals if a day off was taken. The City also recognizes that an officer on a ten (10) hour shift would have to use ten (10) hours of accrued time if a day off was taken. Likewise, an officer assigned to eight (8) hour shifts will have to use eight (8)hours of time if a day off is taken. Officers will continue to accrue Holiday, Vacation, and Sick time as outlined in the Collective Bargaining Agreement.

D. Shift Trades

Per the FLSA, officers will be permitted to trade an assigned workday or shift with another member, as long as the reasonable operating needs of the department are addressed including but not limited to two (2) days advance notice, and the request has the approval of the supervisor or division commander. It is up to the officer's discretion and responsibility to find a substitute and to work out the trade arrangement. The officer originally assigned the shift will receive the compensation for the regular hours of the shift and the officer working the actual hours will receive compensation for any overtime worked.

E. Work Shift

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.

F. Lunch & Breaks

See sections C:1- c above for employees working a 12-hour shift. Employees on 8 or 10 hours shift schedules shall be provided one (1) thirty (30) – minute paid meal period and two (2) fifteen (15) – minute paid rest periods per shift, to the extent possible and consistent with the operational requirements of the Department. Employees remain subject to call or interruption during all meal and rest periods.

G. Time Off Between Shifts

Regular work shift assignments shall be established with a minimum twelve (12) hours off between shifts.

H. Sign-up

A shift sign-up sheet will be posted in the squad room for sworn personnel for two (2) months before the effective starting date of the new shift. Employees shall be allowed to bid shifts on the basis of seniority pursuant to current practice. Only at regular shift sign

up time will seniority be considered. Employees shall be notified of the permanent schedule thirty (30) days prior to the effective date. Employees shall not be scheduled to work more than eighty (80) hours in the two (2) week period following a shift change without being eligible for overtime as outlined in Article 10. Employees scheduled to work five (5) or more workdays shall have at least one (1) break day scheduled off.

Part-time employees will be scheduled for hours of work by the CITY.

I. Changes in Start/Stop Times

Start/stop times may be adjusted for emergencies or with five days of notice, start/stop times may be adjusted for operating needs.

(a) Emergency is defined as an unforeseen combination of circumstances calling for immediate action which requires personnel resources. Scheduled changes due to events with advance notice would not be considered emergencies.

(b) For purposes of this section, the following non-emergencies are not operating needs: court appearances, implied consent hearings, emphasis patrols, adjustments for patrol coverage due to vacation or sick usage (excluding extended leaves for FMLA, worker's comp/light duty greater than two weeks in length).

(c) If a schedule is adjusted pursuant to this section, the remainder of the employee's work week will be adjusted so that the employee's start time will be within two (2) hours of the adjusted shift, unless the employee desires to return to their original work schedule for the remainder of their work week.

J. Flex-arrangements

Employees may also request a flex schedule. It is up to the Police Chief , or designee, to decide whether to approve the request based on business needs and impact on service delivery and co-workers. The grievance procedures set forth in this agreement shall not apply to flex arrangements.

K. Time Change

In addressing the daylight savings time that occurs twice a year, the following will be implemented.

1. Spring Forward

The employee must work an additional hour to meet the shift requirement or use one hour of CTO, vacation, or fitness/wellness time off.

2. Fall Back

The employee will be compensated for any hours worked over the required hours of the shift.

Article 8 – Wages

A. Salary Schedule

Wage rates are contained in Appendix A.

B. Increase

Effective on the first day of the pay period of July 1, 2016 all MPEA members will receive a cost of living wage increase in the amount of two and one half percent (2.5%) applied to step one (1) of the salary schedule. Steps are 5% apart.

Effective on the first day of the pay period of July 1, 2017, all MPEA members will receive a cost of living wage increase in the amount of two and one-half percent (2.5%) applied to step one (1) of the salary schedule. Steps are 5% apart.

C. Salary Administration

An employee who is hired at either Police Recruit Step "A" or step "B" shall be moved to Police Officer Step "A" upon receipt by Human Resources of documentation that the employee has satisfactory passed the Oregon DPSST Basic Academy. The employee is then eligible for a merit increase after 6 full months of satisfactory employment in the Police Officer classification and annually thereafter.

An employee hired as a Police Officer shall be eligible to advance to the next step after six (6) full months of satisfactory performance and annually thereafter.

An employee's performance may be considered unsatisfactory if documented discipline has been placed in their personnel file at City Hall, or the employee has a continuing pattern of performance failures documented in a written performance evaluation. If satisfactory performance at any step is not met, the employee will remain at the current step of pay for a time determined by the Chief of Police, but not to exceed six (6) months prior to review again.

Article 9 – Additional Compensation

A. Assignment

Compensation for special assignment and working out of class shall be documented through a Personnel Action Form signed by the Police Chief or designee, except for Acting Sergeant which is for actual hours worked, shall be documented on the time sheet. No employee shall receive additional compensation for more than one special assignment pay (sap). A department placement process, selecting the most qualified for the assignment will be used to fill vacancies. All assignments are temporary and an assigned employee may be removed from the assignment subject to the operational needs of the department as determined by the Chief of Police. The grievance procedures in this agreement do not apply to the Personnel and Administrative Policies and Procedures. Compensation shall be as follows:

Assignment	Compensation	Criteria
Public Information Officer (PIO) or other specialty on-call position	Five percent (5%) of base[1] police officer pay (sap)	A person will be paid working out of class based on actual days assigned to this specialty assignment.
Motorcycle	Five percent (5%) of base[1] police officer pay (sap)	A person will be paid working out of class based on actual days assigned to this specialty assignment.
Detective	Seven and one-half percent (7.5%) of base police officer pay (sap).	A person will be paid working out of class based on actual days assigned to this specialty assignment.
Criminalist	Seven and one-half percent (7.5%) of base police offer pay (sap)	A person will be paid working out of class based on actual days assigned to this specialty assignment.
Dog Handler	Five percent (5%) of base police officer pay (sap)	To compensate for work caring for dog.
Bilingual Pay – Spanish And Russian	Five percent (5%) of base officer pay	Employee must demonstrate fluency in speaking and understanding the Spanish or Russian language. The City will determine the level of fluency required.
Coach	Five percent (5%) of base pay	Sergeants are excluded. Employees will receive additional coach's pay for days assigned as a coach.
	Pay for coaching a Reserve Officer 2%	Officer coaching reserves shall receive pay only for hours worked with a reserve.
School Resource Officer (SRO)	Five percent (5%) of base pay. (*Effective 7/1/16*)	SRO premium is for all hours worked including other duties as assigned including duties when school is not in session.
Working Out of Class (WOC) Assignment to temporarily work in a designated classification, with a pay range above the employee's current classification pay range.	Same as above	A person will be paid working out of class based on actual days assigned to this classification.

[1] Base Pay for specialty pay purposes does not include incentive or special assignment or working out of class or other additional pay for which employee may otherwise be eligible.

Assignment	Compensation	Criteria
Acting Sergeant (a form of WOC)	Acting Sergeant- ten percent (10%) of base police officer pay	Acting Sergeant positions will be assigned by the Chief or his designee. Employee will receive pay for only actual hours worked as AWC or Acting Sergeant.

B. Incentives

1. Education

Employees shall continue to be entitled to participate in an educational incentive program. Employees who have earned college degrees or who earn them in the future are eligible to receive additional pay of either five percent (5%) or ten percent (10%) in addition to base pay.

(a) Employees shall be eligible to receive five percent (5%) add to pay per month upon obtaining an AA degree and/or possessing a DPSST Intermediate Police Officer Certificate.

(b) Employees who are studying to earn a BA or BS degree shall be eligible to receive five percent (5%) add to pay per month after earning ninety (90) credit hours. To maintain educational incentive pay as established in this section, the employee must complete six (6) credit hours of college level job related degree course work each fiscal year.

(c) Employees shall be eligible to receive ten percent (10%) add to pay per month upon earning a BA or BS degree and/or possessing a DPSST Advance Police Officer Certificate.

(d) Employees shall not be entitled to tuition or other expense reimbursement for class credits for which they receive incentive pay.

(e) Educational incentive premium will be effective the first of the month following receipt of satisfactory verification. It is the employee's responsibility to provide the CITY Police Chief and Human Resources in writing the required verification of eligibility.

2. Fitness/Wellness

In order to reward the extraordinary heath record achiever, employees shall earn eight (8) hours of Fitness/Wellness time for each calendar quarter during the fiscal year that accrued sick leave is not used. Any sick leave taken, except bereavement leave or approved family medical leave (FMLA/OFLA), shall disqualify an employee from earning this benefit.

(a) Maximum accrual of Fitness/Wellness time off is 80 hours at any given time. If your bank has reached 80 hours, you must take Fitness/Wellness time off in order to earn the additional 8 hours at the end of the quarter. You will not be paid for any time earned over the 80-hour cap.

(b) Requests for Fitness/Wellness time off shall be approved or denied in the same manner as requests for vacation time off.

(c) Upon separation from the City, accrued fitness/wellness will be paid out to the employee.

3. Longevity Pay

To recognize the importance of employee retention and reward employees for their dedication to the City, employees will receive one (1) % of their base pay added to base pay after ten (10) years of service. After fifteen (15) years of service an employee will receive a total of two (2) % additional to base pay. After twenty (20) years of service an employee shall receive a total of three (3) % of base pay.

Article 10 – Overtime and Compensatory Time Off (CTO) in lieu of Overtime

A. Eligibility (sign-up & distribution)

Overtime shall be distributed on each shift on a seniority rotating basis consistent with the needs for appropriate staffing. The method to accomplish this may be a sign-up sheet for each overtime vacancy, a monthly calendar of overtime vacancies or other method mutually agreed upon by the CITY and the ASSOCIATION.

B. Pay

Paid leave time will be counted as hours worked for purposes of determining overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours:

- All work performed on regularly scheduled days off;
- All work performed in excess of the employee's regular shift;
- All work in excess of forty (40) hours in a 7-day work week.
- If on a 12-hour schedule, overtime will be paid as provided for in Article 7(C)(1)(g).

1. Call-back

(a) Court

Current employees called back for a court appearance, other than during a regular shift, shall be paid for a minimum of four (4) hours overtime. In the case of department emergencies, employees may be required to work the full four (4) hours. Court call back shall not apply to hours worked that are annexed to the beginning or the end of a scheduled shift. Retired employees called back to duty to testify in a City of Milwaukie related case will be compensated at straight time at the senior officer rate of pay for actual hours worked.

(b) Work

Whenever an employee is called back to work for any reason other than training (see section E below), and court appearance, he shall be paid a minimum of four (4) hours at the time and one half (1-1/2) rate. Call back shall not apply to hours worked that are annexed to the beginning or the end of a scheduled shift. Call back applies when the starting time is greater than fifty-nine (59) minutes past the end of the employee's last shift worked.

C. CTO

1. Provision

Compensatory time may be accrued in lieu of overtime payment.

2. Cap

Compensatory time may be accrued to a maximum of eighty (80) hours at any given time. No employee may accrue more than one-hundred and sixty (160) hours of compensatory time off in any one fiscal year. The Police Chief and HR Director at their discretion may temporarily increase the comp time cap for an individual employee when an employee will not be able to take comp time off due to work load issues. Comp time may be used as soon as it is earned.

3. Sell Back

An employee may "sell back" for cash payment up to forty (40) hours of accrued compensatory time off per fiscal year. The employee may cash-out twice per fiscal year only in December and June, and must submit a request to Payroll by the 1st of the month or per Payroll instructions.

D. Training

1. Pay

All training time eligible for overtime compensation shall be compensated for on a time and one half (1-1/2) basis.

(a) Compensation shall be either paid time or compensatory time off (CTO) for actual assigned training time. Training shall be scheduled during an employee's regular shift or his work hours adjusted, wherever possible.

(b) Driving time in excess of normal work hours will not be compensated if it is considered local. Local is 50 miles or less from the Public Safety Building.

2. Range Membership

Annual membership at a range authorized by the Chief of Police will be reimbursed upon submitting original receipt to the Finance department/accounts payable.

Article 11 – Seniority and Probationary Period

A. Seniority

1. In Class

Seniority shall mean length of an employee's service within her job classification in the Police Department since her last date of regular employment. Length of service shall not include time spent on unpaid leave. An employee in the unit shall lose all seniority credits upon termination of her employment with the CITY except by reason of staff reduction.

Seniority for part-time employees, for the purposes of layoff and recall, is calculated based on the chart located in Article 4, Section D.

2. List

The CITY will provide the ASSOCIATION with a seniority list of members within thirty (30) days of receipt of a written request for such a list.

3. Select Days Off

When consistent with the department's need for appropriate staffing, seniority shall be used to select days off in work schedules developed by the department.

4. Schedule Vacations

When consistent with the department's need for appropriate staffing, seniority shall be used to schedule vacations up to April 1, for each calendar year. After that date, vacations for that calendar year shall be scheduled on a first come, first served basis giving due consideration to departmental staffing needs. Seniority may be used once each calendar year for vacation selection.

Part-time employees will not have seniority bidding for vacations. Vacations will be scheduled by the CITY and are subject to approval by the supervisor based on business necessity and so as not to disrupt the employee's right to seniority bid.

B. Probation

1. Length

An employee in the bargaining unit shall attain seniority after a probationary period of eighteen (18) consecutive months of employment in the bargaining unit. Employees promoted within the unit shall be subject to an eighteen (18) month probationary period.

Probationary period for part-time employees shall be based on actual consecutive months of employment.

2. Failure

Those employees failing to meet the promotional probationary period shall be returned to their former classification within the bargaining unit. An employee who has returned to his or her former classification will not be laid off or discharged by the CITY except for just cause. Those employees failing to meet the probationary period and who have not held a previous classification in the department will be terminated and do not have access to the grievance procedure under this contract.

Article 12 – Vacations and Holidays

A. Vacations

1. Eligibility

Employees shall be eligible to use accumulated vacation leave only after six (6) months of employment. Subject to the CITY's reasonable operating needs and pursuant to current practice, employees shall be allowed to take more than two (2) weeks consecutive vacation. Employees may, however, only use seniority bidding for two (2) weeks of vacation per fiscal year. After six (6) months of employment, vacation may only be taken once it appears in the employee's vacation accrual bank. If an employee becomes ill while on vacation, the time off will be counted as vacation.

2. Accrual Rate

Employees, including employees who are on Workers' Compensation time loss, shall accrue vacation at the rates shown below on the first day of the month for each preceding full calendar month worked:

1-48 months service	8 hours/month
49-108 months service	10 hours/month
109-168 months service	12 hours/month
169-228 months service	14 hours/month
229+ months service	17 hours/month

Part-time employee shall accrue vacation at the prorated amount set forth in Article 4, Section D.

3. Unpaid Leave Accrual Rate

Employees having unpaid leave during a calendar month shall accrue paid vacation leave at the following rates:

0-39 hours unpaid leave	100%
40-79 hours unpaid leave	75%
80-119 hours unpaid leave	50%
120-159 hours unpaid leave	25%
160 or more hours unpaid leave	0%

4. Maximum Accrual

Vacation leave may accrue to an amount equal to that earned during a two (2) year period. Employee shall not be able to accrue above the maximum. The Police Chief and HR Director at their discretion may temporarily increase the vacation accrual cap for an individual employee when an employee will not be able to take vacation time due to work load issues.

5. Off Season Vacation Bonus Program

The CITY wishes to encourage twenty-four hour shift scheduled employees to utilize their vacation time throughout the fiscal year in order to reduce overtime and increase the availability of prime vacation time to less senior employees. The program will be implemented, at the discretion of the CITY, ensuring that customer service needs are met, minimum staffing needs are met, productivity is maintained, and there is no overtime expense, paid or compensatory time off. Therefore, this bonus program for off-season vacation scheduling is not available when the minimum staffing needs, as determined by the CITY, are unmet and there is overtime cost associated with approving the requested bonus vacation.

The CITY offers eight (8) hours bonus vacation time off with pay for every thirty-two (32) consecutive vacation hours off, taken between December 1 and May 31, excluding the period from December 15 through December 31. No more than two-eight hour blocks of vacation bonus hours (16 hours) can be earned and taken each fiscal year. The eight (8) vacation bonus hours off, must be taken consecutive to a block of thirty-two (32) consecutive vacation hours off, for a minimum total of forty

(40) consecutive vacation hours off and a maximum total of eighty (80) consecutive vacation hours off. There is no carry forward to another fiscal year.

6. Pay for Vacation

An employee who has completed six (6) months of service and is separated from employment with the CITY will receive payment for accrued vacation leave.

B. Holidays

1. All employees who are scheduled to work shifts, including employees who are normally scheduled to work shifts but who are currently on Workers' Compensation time loss, shall receive eight (8) hours holiday leave accrual each month in lieu of observing holidays. A prorated amount shall be accrued for part-time employees as set forth in Article 4, Section D.

2. The employee may choose to be compensated by being paid at the base salary hourly rate or they may have the eight (8) hours placed in their holiday bank.

   (a) The holiday bank will be maintained by payroll and will show on the employee's pay stub as such.

   (b) Requests for time off will need to differentiate between vacation and holiday time. Requests for holiday time off shall be approved or denied in the same manner as requests for vacation time off.

   (c) Maximum accrual of holiday time is 192 hours (2 years accrual). If your bank reaches the 192 hours, further requests will be changed to paid time at the base salary hourly rate.

3. If an employee works on one of the following holidays, the employee shall be paid at time and one-half for all hours worked that day. The holidays include: July 4th, Thanksgiving, Christmas, and New Year's.

Article 13 – Leaves

A. Sick Leave

1. Eligibility/Use

Sick leave may be taken only for actual illness or disability or medical and dental appointments, of the employee; or illness, disability or death of a member of the employee's immediate family as specified in this article. Every effort will be made to schedule medical and dental appointments outside normal work hours.

The employee may use his accumulated sick leave in the event of his illness or if his presence is required during the illness of a member of his immediate family. Immediate family normally shall be defined as spouse, spousal equivalent, parent, grandparent, child, step-child, foster child, grandchild, brother or sister, mother-in-law and father-in-law.

Verification of the necessity of absence from work and use of sick leave may be required from the attending physician or other physician designated by the CITY at the CITY's expense when the CITY has reason to believe the employee may be abusing sick leave privileges.

Sick leave may not be taken until it appears in the employee's sick leave accrual bank.

2. Accrual Rate

Employees, including employees who are on Workers' Compensation time loss, shall accrue sick leave at the rate of eight (8) hours per full calendar month worked for a total of ninety-six (96) sick leave hours accumulated per calendar year. For part-time employees, a prorated amount shall be accrued as set forth in Article 4, Section D.

3. Unpaid Leave Time Accrual Rate

Employees having unpaid leave during a calendar month shall accrue paid sick leave at the following rates:

0-39 hours unpaid leave	100%
40-79 hours unpaid leave	75%
80-119 hours unpaid leave	50%
120-159 hours unpaid leave	25%
160 or more hours unpaid leave	0%

4. Maximum Accrual

There shall be a maximum of 1280 accumulated sick leave hours. For part-time employees, a prorated amount shall be calculated based on Article 4, Section D.

5. PERS Conversion

The CITY agrees to participate in the PERS fifty percent (50%) sick leave conversion program as provided in ORS 238.350.

6. City Required Medical Examination

In the event the City has reasonable grounds to believe that an employee is not able to perform his duties for medical reasons, the CITY may require a medical examination at the City's expense.

B. On the Job Injury

1. Eligibility/Pay

If an employee is injured on the job and unable to perform his duties for a temporary period, he shall have guaranteed income for one hundred eighty (180) days at his then present base rate with no deductions made from his sick leave accumulation. The guaranteed income shall be offset by payments from PERS, salary continuation insurance, workers' compensation and Social Security. All employees with the assistance of the CITY shall actively pursue those benefits in a reasonable fashion to minimize costs to the CITY.

2. Use of Sick Leave

After one hundred eighty (180) days, at the employee's option, the CITY may pay the difference between the employee's net salary and payments received from other sources and a pro-rata charge shall be made against the employee's sick leave accumulation for a period of time not to exceed one (1) year from the original date of injury.

3. Benefits

While on sick leave, under section 2, the employee shall continue to receive benefits as if he were working, except that the employee shall not accrue sick leave, holiday or vacation credits.

C. Bereavement

1. Eligibility and Amount

In the case of death in the employee's family, the employee shall be granted leave as follows in subparagraph a) and b) only for the purposes of attending the funeral(s) and making necessary arrangements:

(a) For Immediate family members, the employee will be granted up to forty (40) hours bereavement leave with pay. Immediate family is defined as spouse or spousal equivalent: children, stepchildren, parents, step parents, and any relative living in the employee's immediate household. Spousal equivalent is defined as a person living in a committed co-habitational relationship where both parties share responsibilities for finances and other major decisions with duration of at least one year.

(b) For other eligible family members, the employee will be granted three (3) days (paid based on number of hours employee is scheduled to work per day) bereavement leave with pay. Other eligible relatives include the following relatives of the employee, spouse or spousal equivalent: grandparents, siblings, step siblings, aunt, uncle, niece, nephew or grandchildren.

(c) Bereavement leave must be used within sixty (60) days of the event of the death of the relative unless there is a memorial service scheduled past that date.

2. Additional Leave

Any allowance of time off for bereavement over the time allowed in Section C.1 or any bereavement leave for the death of a family member other than immediate or other eligible family members must be recommended by the employee's supervisor and approved by the Human Resources Director. OFLA bereavement leave does not require approval. The time used will be deducted from the employee's accumulated time off, and the employee may choose to deduct this additional leave from his or her vacation, compensatory time off, or sick leave banks.

3. Special Circumstances

The CITY recognizes that employees may have family members whose relationship transcends the blood relationship and who are not covered as immediate or eligible family members. In the event of the death of a family member whose relationship with the employee transcends the blood relationship, the employee may request that his or her supervisor grant three (3) days of bereavement leave with pay. The supervisor will forward a recommendation approving or denying the request for a special circumstance to the Human Resources Director for final decision on the request.

D. Sick Leave Donation

Employees may participate in the Sick Leave Donation Program. The CITY will annually review the use of this program to ensure that it is used fairly and poses no threat of liability to the CITY. The sick leave donation program will be added to and administered within the CITY Personnel and Administrative Policies and Procedures; it is available on the City intranet site for reference purposes.

E. Personal

Leave of absence for not more than ninety (90) days without pay may be granted for justifiable reasons at the CITY's discretion, provided the leave does not seriously disrupt CITY operations. Personal leaves are not granted until all unused vacation, compensatory time off, administrative leave days, floating holidays and any other paid leaves have been exhausted. A department head may grant a leave of absence without pay not to exceed ninety (90) calendar days.

F. Extended Leave of Absence without Pay

Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Manager or designee and will not be in excess of twelve (12) months.

G. Jury Duty and Other Related Duties

Any full-time employee shall be granted a leave of absence with pay for:

1. Jury Duty

During the time of jury duty an employee will be assigned to day shift. An employee must turn in the pay received as juror's pay and will receive full salary from the City during the time of jury duty. Compensation received for mileage shall not be included in determining salary due to the employee.

Employees should submit a copy of the summons with their time sheet, noting on the time sheet the period of jury duty and endorse the check they received for jury pay (less mileage) to the City and submit all of this to payroll.

2. Other Related Duties

Employees who appear before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority shall be granted leave with pay, provided that the salary paid to him shall be reduced by an amount equal to any compensation received as witness fees and provided that the period of absence is only for actual time required and reasonable travel time. If an employee is testifying in an MPEA grievance matter during their normal work hours it will be considered as time worked. Employees shall not be eligible for this compensation if such subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant or is for a dispute between the CITY and the employee. Compensation received for mileage shall not be included in determining salary due the employee.

H. Unauthorized Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence approved by the employee's supervisor shall be deemed to be an absence without leave. Any such absence shall be without pay and may be grounds for disciplinary action including termination.

Article 14 – Benefits

A. Insurance

1. Health (including Medical and Vision) and Dental

(a) Premium Payment

(1) Health Insurance

Effective from execution to 12/31/2016, the CITY will offer Kaiser medical insurance plan including vision coverage and the Blue Cross/Blue Shield (BC/BS) Plan VBPPP. The CITY will pay eighty-five (85) % of the monthly premium cost and the employee will pay fifteen (15) % of the monthly premium cost for the BC/BS Plan. The City will pay up to the amount of premium contribution that it pays for the BC/BS plan for all any employee that chooses the Kaiser medical and vision plan. The existing Kaiser HMO and CIS VB plans will cease on 12/31/2016.

Effective 1/1/2017, the CITY will offer the new Kaiser HMO B medical insurance plan including vision coverage and alternative care rider and the Blue Cross/Blue Shield (BC/BS) Plan Co-Pay A including vision coverage and alternative car rider. The CITY will pay ninety five percent (95%) of the monthly premium cost and the employee will pay five percent (5%) of the monthly premium cost for either plan selected by the employee. Employee contributions are pre-tax through payroll deduction.

(2) Dental Insurance

The CITY will offer an ODS, Kaiser, and Willamette dental plan each including orthodontia. The CITY will pay eighty-five (85) % of the monthly premium cost and the employee will pay fifteen (15) % of the monthly premium cost for the ODS plan. The CITY will pay up to the amount of premium contribution that it pays for the ODS plan for any employee that chooses the Kaiser or Willamette dental plan.

(b) Carrier Changes

The CITY agrees to meet and confer with the ASSOCIATION before any insurance carrier change is made. In the event the CITY shall change insurance carriers, the CITY shall continue to provide coverage that is equal to or better than current coverage unless the ASSOCIATION agrees to a different level of benefits. If the CITY does not voluntarily change plans, rather the health insurance carrier or benefits administrators change terms of a plan, the CITY and Union agree to accept those changes or go to the next best available plan until such time as the ASSOCIATION and the CITY can meet and renegotiate that portion of the contract. The ASSOCIATION acknowledged that insurance premium cost increases are a serious problem and agrees to participate in any study or cost containment program in an effort to reduce insurance costs.

(c) Premium Only Conversion Plan

The CITY may provide within the guidelines of the Internal Revenue Code Section 125 a premium only conversion plan which allows the employee

contributions toward medical, dental, and vision premiums to be paid in pre-tax dollars.

(d) Survivor's Benefits

In the event an ASSOCIATION member dies as the direct and proximate result of a personal injury sustained in the line of duty, the CITY will pay up to the amount it would have paid for the officer's medical and dental benefits to cover a spouse and any dependent children who were enrolled on the City health plan at time of death and who are still eligible, to fund the purchase of medical and dental benefits for the surviving spouse and dependent children under age eighteen (18). Eligibility for this benefit shall be governed by the definitions and conditions for benefits under Public Safety Officer's Benefit Act of 1976, 42 USC 3796. The insurance benefits payment will be adjusted according to the current cost of health insurance benefits that the City of Milwaukie provides at the time and will continue until the surviving spouse remarries or reaches age 65 or if there is no surviving spouse, until the dependent children marry or reach age 18.

2. Survivor's Funeral Expenses

In the event an officer dies as the direct and proximate result of a personal injury sustained in the line of duty, the CITY shall pay the sum of Two Thousand Dollars ($2,000) toward funeral and related expenses to the surviving spouse or heirs, regardless of amounts paid from other sources. Eligibility for this benefit shall be governed by the definitions and conditions for benefits under Public Safety Officers' Benefit Act of 1976, 42 USC 3796.

3. Life

The City shall provide life insurance benefits in the amount of one times the employee's annual salary with a maximum of $100,000 with accidental dismemberment clause, at no cost to the employee.

4. Long Term Disability (LTD)

The CITY shall provide long term disability insurance for the employee at no cost to the employee.

5. Liability

The CITY shall provide false arrest, assault, malicious prosecuting and other related insurance coverage for sworn members of the Police Department at no cost to the employees.

6. Unemployment

The CITY shall provide unemployment insurance to the employee at no cost to the employee.

7. Workers' Compensation

The CITY shall provide insurance under the provisions of the Oregon State Workers' Compensation Act to cover on-the-job injuries. The employee shall pay the daily rate required by state law.

8. Flexible Spending Account

The CITY shall make available a flexible spending account program for dependent care and health care expense reimbursement. Participation in the program is at the option of the employee.

9. HRA VEBA

The CITY shall make available an HRA VEBA program to fund unreimbursed current or future medical expenses. The ASSOCIATION as a unit may elect to have a specific dollar amount per employee, per pay period contributed to the members' individual HRA VEBA account in lieu of actual wage payment. The ASSOCATION members must vote if they want to exercise this option and inform the CITY of their choice for contributions for the upcoming fiscal year by May 31st or the date designated by Human Resources.

10. Insurance for Part-time Employees

Part-time employees in budgeted positions of .5 FTE or greater shall be eligible to participate in the health, dental, vision, life and disability insurance programs. The CITY will pay a portion of the premium the CITY pays for full time employees which is equal to the proportion the budgeted FTE of their position bears to a full time position and calculated based on the chart set forth in Article 4, Section D. In order to participate in these programs, these employees must pay their portion through payroll deduction. See Appendix B for premium rates.

B. Retirement

1. PERS

The City agrees to participate in the Oregon State Public Employees Retirement System and to pay the employer's contribution. The City will also pay the six percent employee's contribution to the Oregon State Public Employees Retirement System to be deposited in the retirement account, annuity, or fund to which the employee's contribution is to be provided under applicable law. Employee compensation will not be reduced as a result of the City's payment of employee contributions.

2. Deferred Compensation

The CITY shall provide two (2) % of employee's base salary to a CITY sponsored deferred compensation program. Effective 7/1/2016, the City's monthly contribution will increase to two and one-half percent (2.5%).

3. Social Security

The CITY agrees to participate in the Social Security Pension Fund and to pay the required CITY's amount into each employee's pension account. The employee agrees to pay the amount required by statute into his pension account. This amount is to be deducted from monthly pay of employees.

C. Clothing & Equipment

1. City Purchased, Provided, Repaired

(a) Eligibility

The CITY shall purchase and/or provide uniforms for represented employees. The determination for purchase, replacement or repair of the uniforms shall remain the responsibility of the CITY.

(b) Requests

Purchase of uniforms for employees in the categories set forth in paragraph a) shall be at the direction of the CITY by purchase order. No monies will be given to employees as an allowance to replace or provide uniforms. The employee shall be held accountable for clothing issued by the CITY and will be required to turn in all usable clothing issued at the time of termination.

(c) Payment

The CITY shall pay for all cleaning and repair of uniforms issued to the personnel in the categories set forth in paragraph a) above.

(d) Additional Equipment

The department will provide officers with handcuffs, handcuff case, duty belt, pistol belt, and bulletproof vests.

2. Allowance

(a) Uniform

Represented employees who are sworn Police Officers and do not wear a uniform shall be eligible to be reimbursed for one thousand dollars ($1,000) the first year in such an assignment and Four Hundred Dollars ($400) each subsequent year as clothing allowance. Employees shall be reimbursed based on providing the CITY original receipts for clothing, which meet the standards set out in the Department General orders in order to obtain this allowance.

(b) Equipment

Represented employees shall receive Two Hundred Forty Dollars ($240) every two years as an equipment allowance.

Article 15 – Layoff and Recall

A. Layoff

In the event of staff reduction, the CITY will lay off employees based upon seniority by classification. The CITY shall lay off all temporary employees before laying off any regular employees in the affected classification. No full-time employee will be put on layoff status before a part-time employee, within the same classification.

B. Recall

An employee in the Association who is laid off due to reduction of staff shall have preference for recall for any subsequent member vacancy based upon seniority with the department. Unless removed from the recall list for cause, employees laid off shall retain such right of recall for a period of twenty-four (24) months from the date of lay off (included below). Any laid off employee who is recalled by the CITY shall have five (5) days in which to accept the assignment and two (2) weeks to report if employed

elsewhere. A laid off employee who is recalled by the CITY and who rejects the assignment shall relinquish all rights provided for within this Article and Agreement.

1. Employees will be removed from the recall list only under the following circumstances:

   (a) Upon written request of the employee.

   (b) Upon acceptance of reappointment from the recall list.

   (c) Retirement.

   (d) Upon loss of physical or other qualifications for the job.

   (e) Upon failure to respond to a certified recall letter sent to the employee's last known address within ten (10) calendar days of its having been mailed and/or to report to work within fourteen (14) calendar days if employed elsewhere.

   (f) Upon expiration of twenty four (24) months from the effective date of the layoff.

2. Recalled employees shall be reinstated with seniority rights accumulated as of the date of the layoff. Sick leave accrued at the time of layoff will be reinstated when an employee is recalled.

Article 16 – Discipline and Discharge

No employee shall be disciplined or discharged without just cause. All disciplinary action imposed upon an employee, except oral reprimands, may be protested as a grievance through the grievance procedure. All discipline shall be administered in a timely manner. An oral reprimand or warning shall be done in a manner which will not embarrass the employee before other employees or the public.

If the CITY determines there is just cause for discharge, the CITY shall deliver to the employee and the ASSOCIATION a written notice of such discharge, specifying the principal ground for such action. The ASSOCIATION may process a grievance concerning suspension, demotion or discharge at Step 2 of the Grievance Procedure.

Article 17 – Grievance

A. Grievance Procedure

Any dispute between the CITY and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. A grievance shall be processed in accordance with the following procedures:

1. Step 1

The employee shall discuss the grievance on an informal basis with his supervisor within fourteen (14) calendar days from the date the employee knows or should have known of the alleged violation. The employee may have an ASSOCIATION representative assist him in presenting his case to his supervisor. If the grievance is not resolved within fourteen (14) calendar days by discussion with his supervisor, then the employee may submit his grievance in writing to his supervisor within

fourteen (14) calendar days. This written grievance shall contain at least the following:

(a) The name and position of the employee filing the grievance.

(b) The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof if later.

(c) A clear and concise statement of the grievance including the relevant facts necessary to a full understanding of the employee's position.

(d) The specific provision or provisions of this contract allegedly violated by the CITY.

(e) The remedy or relief sought by the employee.

(f) The name of the employee or the authorized ASSOCIATION representative filing the grievance.

The immediate supervisor shall respond in writing within fourteen (14) calendar days from receipt of the written grievance.

2. Step 2

If the grievance is unresolved after Step 1, the ASSOCIATION shall, within fourteen (14) calendar days from the time he receives the written answer in Step 1, submit the grievance in writing to the Police Chief. Within fourteen (14) calendar days the Chief shall call a meeting with the employee and the ASSOCIATION representative to discuss the grievance. This meeting may be waived by mutual consent of both parties. Within fourteen (14) calendar days after the meeting, the Chief shall submit his written decision to the employee and the ASSOCIATION.

3. Step 3

If the grievance remains unresolved after Step 2, the ASSOCIATION shall within fourteen (14) calendar days of receiving the written answer in Step 2, submit the grievance in writing to the City Manager. Within fourteen (14) calendar days, the City Manager or his designee shall call a meeting of the parties to discuss the grievance. The City Manager shall give a written answer within fourteen (14) days from the date of the meeting.

4. Step 4

If the grievance remains unresolved after Step 3, the ASSOCIATION shall, within fourteen (14) calendar days of receiving the written answer in Step 3, notify the City Manager that arbitration will be invoked.

B. Rules Governing the Grievance Procedures

Rules shall be as follows:

1. Time Limit Waived

Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.

2. Failure by the CITY

Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure, provided that

arbitration shall not be invoked unless and until both parties are fully aware in writing.

3. Failure of Employee

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

C. Arbitration

1. Procedure

(a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of nine arbitrators shall be requested from the Employment Relations Board of the State of Oregon. Each party shall alternately strike one name from the list received. The final name remaining shall be the sole arbitrator.

(b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

(c) The arbitrator's decision may provide for the payment of the costs of arbitration by the losing party. In the event the arbitrator doesn't award costs, the arbitrator's costs shall be shared equally by the parties. Each party shall bear the cost of presenting its own case.

(d) The CITY and ASSOCIATION agree that the arbitrator's decision should be in writing and should be made in thirty (30) days.

(e) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement. His authority shall be limited to interpretation or application of the express terms of this Agreement referred to in the ASSOCIATION'S grievance.

(f) Except as provided in Article 16, all three levels of the grievance procedure shall have first been exhausted.

Article 18 – Effect of Personnel and Administrative Policies and Procedures

Articles 16 and 17 of the Agreement contain provisions which conflict with CITY Personnel and Administrative Policies and Procedures. The parties agree that in the case of such conflict the Agreement shall govern and the parties waive any and all rights and remedies granted by the Personnel and Administrative Policies and Procedures. The City will provide the Association with proposed changes to the City's Personnel and Administrative Policies and Procedures, and with proposed changes to the Police Department's General Orders. Pursuant to ORS243.698, the Association may demand to bargain over any proposed changes to mandatory subjects of bargaining, or to any resulting impacts to mandatory subjects of bargaining. The official Police Department General Orders will be maintained as a hard copy.

Article 19 – Savings

Should any article, section, or portion thereof, of this Agreement be held unlawful, invalid or unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific article, section or portion thereof, directly specified in said decision, or

should any article, section or portion thereof, of this Agreement be unlawful , unenforceable, or made illegal through state or federal law, the parties agree to negotiate immediately a substitute, if possible, for the invalidated article, section or portion thereof.

Article 20 – Term of Agreement

This Agreement shall be effective July 1, 2016 and except as modified or amended shall remain in full force and effect until June 30, 2018. This agreement shall remain in full force and effect during the period of negotiations for a successor agreement. This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing by January 1, of the year in which this contract expires that they wish to modify this Agreement.

DATED THIS 20 DAY OF JUNE, 2016.

CITY OF MILWAUKIE

Bill Monahan
City Manager

Mark Gamba
Mayor

Gary Rebello
Human Resources Director

MILWAUKIE POLICE EMPLOYEES ASSOCIATION

Jon Foreman
MPEA President

Daryl Garrettson
MPEA Representative

APPENDIX A: SALARY SCHEDULE

MILWAUKIE POLICE EMPLOYEES ASSOCIATION (MPEA)
Effective June 24, 2016

RANGE			+2.5% 1	2	3	4	5	6
70	Property Room Tech	Hourly	19.79	20.78	21.82	22.91	24.06	25.26
70		Monthly	3,431	3,602	3,783	3,972	4,171	4,379
70		Annually	41,163	43,222	45,386	47,653	50,045	52,541
72	Police Officer Recruit	Hourly	24.98	26.23				
72		Monthly	4,330	4,547				
72		Annually	51,958	54,558				
73	Police Officer	Hourly	27.53	28.91	30.36	31.88	33.47	35.14
73		Monthly	4,772	5,012	5,263	5,526	5,802	6,091
73		Annually	57,262	60,133	63,149	66,310	69,618	73,091
74	Police Sergeant	Hourly	32.81	34.45	36.17	37.98	39.88	41.87
74		Monthly	5,688	5,972	6,270	6,584	6,913	7,257
74		Annually	68,245	71,656	75,234	78,998	82,950	87,090

MILWAUKIE POLICE EMPLOYEES ASSOCIATION (MPEA)
Effective June 24, 2017

RANGE			+2.5% 1	2	3	4	5	6
70	Property Room Tech	Hourly	20.28	21.29	22.35	23.47	24.64	25.87
70		Monthly	3,515	3,691	3,874	4,069	4,271	4,485
70		Annually	42,182	44,283	46,488	48,818	51,251	53,810
72	Police Officer Recruit	Hourly	25.60	26.88				
72		Monthly	4,437	4,660				
72		Annually	53,248	55,910				
73	Police Officer	Hourly	28.22	29.63	31.11	32.67	34.30	36.02
73		Monthly	4,892	5,136	5,393	5,663	5,946	6,244
73		Annually	58,698	61,630	64,709	67,954	71,344	74,922
74	Police Sergeant	Hourly	33.63	35.31	37.08	38.93	40.88	42.92
74		Monthly	5,829	6,121	6,428	6,748	7,086	7,440
74		Annually	69,950	73,445	77,126	80,974	85,030	89,274

APPENDIX B: MEDICAL AND DENTAL PREMIUMS

MEDICAL AND DENTAL PREMIUM
JANUARY 1, 2016 to DECEMBER 31, 2016
CITY OF MILWAUKIE

FULL-TIME EMPLOYEE RATES	EMPLOYEE PAID					CITY PAID					TOTAL PREMIUM				
	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY
BLUE CROSS w/ VISION (V-B PPP)	$ 104.82	$ 194.77	$ 259.86	$ 222.26	$ 299.25	$ 593.97	$ 1,103.72	$ 1,472.57	$ 1,259.49	$ 1,695.72	$ 698.79	$ 1,298.49	$ 1,732.43	$ 1,481.75	$ 1,994.97
KAISER MEDICAL w/ VISION & Rx	$ 44.11	$ 70.31	$ 112.32	$ 78.89	$ 127.23	$ 593.97	$ 1,103.72	$ 1,472.57	$ 1,259.49	$ 1,695.72	$ 638.08	$ 1,174.03	$ 1,584.89	$ 1,338.38	$ 1,822.95
ODS DENTAL (II w/ Ortho)	$ 7.62	$ 11.86	$ 22.11	$ 13.48	$ 25.40	$ 43.15	$ 67.22	$ 125.32	$ 76.39	$ 143.93	$ 50.77	$ 79.08	$ 147.43	$ 89.87	$ 169.33
KAISER DENTAL (w/ Ortho)	$ 31.93	$ 49.26	$ 93.58	$ 56.20	$ 107.78	$ 43.15	$ 67.22	$ 125.32	$ 76.39	$ 143.93	$ 75.08	$ 116.48	$ 218.90	$ 132.59	$ 251.71
WILLAMETTE DENTAL	$ 7.38	$ 10.63	$ 8.97	$ 12.11	$ 10.30	$ 43.15	$ 67.22	$ 125.32	$ 76.39	$ 143.93	$ 50.53	$ 77.85	$ 134.29	$ 88.50	$ 154.23

3/4-TIME EMPLOYEE RATES	EMPLOYEE PAID					CITY PAID					TOTAL PREMIUM				
	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY
BLUE CROSS w/ VISION (V-B PPP)	$ 253.31	$ 470.70	$ 628.00	$ 537.13	$ 723.18	$ 445.48	$ 827.79	$ 1,104.43	$ 944.62	$ 1,271.79	$ 698.79	$ 1,298.49	$ 1,732.43	$ 1,481.75	$ 1,994.97
KAISER MEDICAL w/ VISION & Rx	$ 192.60	$ 348.24	$ 480.46	$ 393.76	$ 551.16	$ 445.48	$ 827.79	$ 1,104.43	$ 944.62	$ 1,271.79	$ 638.08	$ 1,174.03	$ 1,584.89	$ 1,338.38	$ 1,822.95
ODS DENTAL (II w/ Ortho)	$ 18.41	$ 28.66	$ 53.44	$ 32.58	$ 61.38	$ 32.36	$ 50.42	$ 93.99	$ 57.29	$ 107.95	$ 50.77	$ 79.08	$ 147.43	$ 89.87	$ 169.33
KAISER DENTAL (w/ Ortho)	$ 42.72	$ 66.06	$ 124.91	$ 75.30	$ 143.76	$ 32.36	$ 50.42	$ 93.99	$ 57.29	$ 107.95	$ 75.08	$ 116.48	$ 218.90	$ 132.59	$ 251.71
WILLAMETTE DENTAL	$ 18.17	$ 27.43	$ 40.30	$ 31.21	$ 46.28	$ 32.36	$ 50.42	$ 93.99	$ 57.29	$ 107.95	$ 50.53	$ 77.85	$ 134.29	$ 88.50	$ 154.23

1/2-TIME EMPLOYEE RATES	EMPLOYEE PAID					CITY PAID					TOTAL PREMIUM				
	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY	EMP	EMP + CHILD	EMP + CHILDREN	EMP + SPOUSE	EMP + FAMILY
BLUE CROSS w/ VISION (V-B PPP)	$ 401.80	$ 746.63	$ 996.14	$ 852.00	$ 1,147.11	$ 296.99	$ 551.86	$ 736.29	$ 629.75	$ 847.86	$ 698.79	$ 1,298.49	$ 1,732.43	$ 1,481.75	$ 1,994.97
KAISER MEDICAL w/ VISION & Rx	$ 341.09	$ 622.17	$ 848.60	$ 708.63	$ 975.09	$ 296.99	$ 551.86	$ 736.29	$ 629.75	$ 847.86	$ 638.08	$ 1,174.03	$ 1,584.89	$ 1,338.38	$ 1,822.95
ODS DENTAL (II w/ Ortho)	$ 29.19	$ 45.47	$ 84.77	$ 51.67	$ 97.36	$ 21.58	$ 33.61	$ 62.66	$ 38.20	$ 71.97	$ 50.77	$ 79.08	$ 147.43	$ 89.87	$ 169.33
KAISER DENTAL (w/ Ortho)	$ 53.50	$ 82.87	$ 156.24	$ 94.39	$ 179.74	$ 21.58	$ 33.61	$ 62.66	$ 38.20	$ 71.97	$ 75.08	$ 116.48	$ 218.90	$ 132.59	$ 251.71
WILLAMETTE DENTAL	$ 28.95	$ 44.24	$ 71.63	$ 50.30	$ 82.26	$ 21.58	$ 33.61	$ 62.66	$ 38.20	$ 71.97	$ 50.53	$ 77.85	$ 134.29	$ 88.50	$ 154.23

APPENDIX C: INVESTIGATORY INTERVIEW

In the event of any investigatory interview of an employee which the employee reasonably believes may lead to disciplinary action including written reprimands, suspension without pay, demotion, or termination not to matters of routine supervisory counseling, warnings or oral reprimands, the following should take place:

1. The employee under investigation will be informed of the nature of the investigation prior to any investigatory interview. The employee is not required to answer questions until the employee has been informed of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. If the employer reasonably believes that the potential discipline could be economic or result in a termination, the employee shall be given forty-eight (48) hours notice of the interview along with the information required herein and informed of the date and location of the alleged misconduct.

2. Any investigatory interview of an employee will be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

3. The interview will take place at a Milwaukie City facility, except when impractical. At the employee's request, the employee may have an Association representative or representative of the employee's choosing present to observe the interview and counsel the employee. The opportunity to consult with an Association representative and have an Association representative present shall not delay the interview more than two hours. The Association representative shall not be a person subject to the same investigation or a witness to the event under investigation. The representative shall not be required to disclose, or be subject to disciplinary action for refusing to disclose statements made by the employee to the representative for purposes of representation.

4. The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods. The employee shall not be threatened with punitive action or subjected to offensive language. No more than two interviewers at a time may question the employee.

5. All interviews are subject to being tape recorded by either the City, employee or Association. Copies of recordings may be obtained by the other party.

6. In the event the employee is subjected to any subsequent interviews, the employee will be provided copies of any written statements or report

describing the employee's previous statement. Such report or statement must be provided prior to any subsequent interview.

7. Investigations shall be completed within six months from the date of the first interview of the employee unless the time limit is extended as provided for in ORS 236.360 (6).

8. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised that they may consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

"Appendix C" 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.