

Collective Bargaining Agreement

City of Grants Pass
and

Grants Pass Police Association (GPPA)

TERM OF AGREEMENT

JANUARY 1, 2019 TO DECEMBER 31, 2021

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PREAMBLE

This Agreement is entered into between the City of Grants Pass, Oregon, hereinafter called the "City," and the Grants Pass Police Association, hereinafter called the "Association," made and entered into for the purpose of bargaining collectively regarding employment relations matters as defined by Oregon Revised Statutes.

ARTICLE 1 - RECOGNITION

1.1 Sole and Exclusive Agent

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries-wages, hours and other conditions of employment for all regular part-time¹ and full-time employees who are members of the bargaining unit. For the purpose of this Agreement, regular employees are those occupying established positions in the classifications listed below.

The bargaining unit shall consist of the following classifications:

- A. Police Officer
- B. Police Corporal
- C. Prevention Program Office Assistant
- D. Public Safety Clerk
- E. Dispatcher
- F. Lead Dispatcher
- G. Property Specialist
- H. Crime Analyst
- I. Community Service Officer

1.2 Exclusions

It is further agreed that the following are excluded from the bargaining unit: Public Safety Director; Public Safety Supervisor (for example, Deputy Chief, Lieutenant, Sergeant); Civilian Public Safety Supervisor; confidential employees, Reserves; and irregular, seasonal or temporary employees.

1.3 New Classification

New classifications within the bargaining unit may be developed within the Public Safety Department Police Division by the City, and a wage scale assigned thereto. The City shall forward the new classifications and wage scales to the Association for their review of the wage scale. If the parties cannot agree, the Contract may be reopened on the wage scale and working conditions for the new classification only

¹ Part-time employees shall accrue vacation, sick time and holiday benefits on a pro rata basis based upon their regularly scheduled hours. They will not receive any medical benefits, and the City shall have the ability to continue its practice of scheduling their hours of work on a flexible basis depending upon the City's needs. However, all other provisions of this Agreement shall apply to them

1.4 Notice

All correspondence to the City shall be addressed to: City Manager, Grants Pass Municipal Building, 101 N.W. "A" Street, Grants Pass, OR 97526 or hand delivered or electronically mailed to the Human Resources Director or Director of Public Safety.

All correspondence to the Association shall be addressed to Grants Pass Police Officers Association, c/o President, Grants Pass Department of Public Safety, Grants Pass, Oregon 97526, or other address as supplied in writing by the Association, or hand delivered or electronically mailed to the President or Vice President.

When items are electronically mailed, and an automatic reply indicates the recipient is out of the office, alternate delivery methods shall be attempted to ensure notice.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and Department Directors and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this Contract. This list of rights is by way of illustration and is not limited to the specified items:

- A. To determine the mission of its constituent departments, commissions and boards.
- B. To set standards and levels of services.
- C. To direct its employees.
- D. To discipline or discharge for just cause.
- E. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
- F. To maintain the efficiency of governmental operations.
- G. To determine the methods, means and personnel by which government operations are to be conducted.
- H. To determine the content of job classifications.
- I. To take all necessary action to carry out its mission in emergencies; and
- J. To exercise complete control and discretion over its organization and the technology and staffing levels of performing its work.

These rights in no way abridge the right of the Association to bargain with the City over any changes in existing conditions that are mandatory subjects of bargaining or any contracting out of bargaining unit work in accord with Oregon law.

ARTICLE 3 - NON-DISCRIMINATION

In conformance with Oregon law, employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. In conformance with Oregon law, no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Association because of the exercise of their rights under the labor agreement in effect between the City and the Association.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Time

The Association agrees to identify to the City in writing its representatives. The City agrees to allow time without loss of pay for its members who are designated Association representatives or shift representatives for the purpose of handling and processing grievances and collective bargaining activities. All efforts shall be made to schedule such activities so as not to interfere with departmental operations or staffing levels.

4.2 Checkoff

Any employee who is a member of the Association or who has applied for membership, shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) working days to the Association.

4.3 Hold Harmless

The Association will indemnify, defend and hold the City harmless against any claim made or suits instituted against it on account of the application of these provisions.

4.4 Right of Access

The Association and/or its designated representatives shall have the right of reasonable access to the police station but will not interfere with the employee's work.

Such access may be granted by the shift supervisor after the supervisor is apprised of the visit, the probable length of time required and the person(s) to be contacted. Such access will not be discriminatorily denied by the City.

4.5 New Hires

The City will notify the Association of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Association with the new employee's name, mailing address and position for which the employee was hired.

4.6 Bulletin Boards

The City agrees to allow wall space in a mutually agreed upon location in the Parkway Public Safety Station and the main Police Station, not to exceed 3' x 4' for bulletin boards which may be locked by the Association to be used by the Association for the posting of notices and bulletins relating to the Association.

4.7 Use of Buildings

The City agrees to the reasonable use of City meeting rooms for the purpose of holding Association meetings. Such meetings may be held after reasonable notice is given to the City and must conform to the City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the City and not in conflict with any prior scheduled use of the building.

ARTICLE 5 - HOURS AND OVERTIME

5.1 Workweek

The employees' workweek shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, with two (2) days off or four (4) ten (10) hour workdays with three (3) consecutive days off (i.e. the seven (7) day work schedule will begin at the start of the employee's first day of work and end 168 hours later) or a 12-hour shift with rotating days off. If the City changes the employee's regularly scheduled shift, it will post the available shift starting times two (2) weeks before the shift rotation. The employees who have bid for that shift will select by seniority. It shall be permissible for employees and management to utilize any of the above schedules, or a combination thereof, in order to meet the overall staffing needs of the Department.

When shift changes occur and result in less than eighty hours being worked in a two week pay period, the time less than eighty hours shall be deducted, at an hour per hour rate, from accrued vacation or comp time. If the employee is without accrued vacation or comp time, the time, less than eighty hours, shall be without pay. Any time worked in excess of eighty hours in the two-week pay period will be paid at time and one half.

5.2 Workday

The workday shall consist of an eight (8), nine (9), ten (10), or twelve (12) hour day within a twenty-four (24) hour period, including rest periods, briefing and training periods and the meal period per Article 5.6 (i.e., the twenty-four (24) hour period will begin at the start of the employee's workday and end twenty-four (24) hours later).

5.3 Work Shift

Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times. This shall apply with the following exceptions: Those employees whose special assignment requires a flexible work schedule. These will include officers assigned to Detectives, employees in Trial Service while attending-formalized training to include FTEP, School Resource Officer, Crime Prevention Officer or any other recognized assignment. Their WORK SHIFT will be flexible within a 40-hour week. Therefore, for the purpose of overtime, these employees shall work a 40-hour week.

5.4 Work Schedules

Employees shall select their shift by seniority. Employees shall select shifts on an annual basis for three (3) four (4) month periods. With the exception of persons assigned to a 12 hour patrol shift an employee may work in the same shift for no more than two (2) consecutive periods. Employees assigned to the Lead Dispatcher position will be required to rotate every four months, allowing for each Lead to work a different shift during the calendar year. An exception to the mandatory rotation would be the mutually agreed upon trade between two Lead Dispatchers to trade all or part of the other's next scheduled shift rotation. This trade may not exceed a period of four (4) months, at which time the Lead Dispatchers must rotate to their next regularly scheduled rotation.

If the City adjusts starting times it will post the available shift starting times two (2) weeks before the shift rotation. The employees who have bid for that shift will select starting times by seniority.

A blank schedule shall typically be posted September 1 for the year's shift beginning January, May and September respectively. Each employee, by seniority, shall fill in their schedule preferences. In order to accomplish the sign-up in a timely manner, each employee will have no more than 48-hours to make a selection. After making a selection, the employee shall initial their selection and document the date and time of their selection. By initialing, the employee is also confirming that they have notified the next senior employee scheduled to bid that the 48 hour time period has started. If an employee fails to make a selection within the allocated 48-hours, the next senior employee shall be entitled to make a selection. The senior employee who missed making a selection will then be entitled to select again. The Association shall turn in the bid schedule to the Deputy Chief within 60 days of posting. The final shift schedule shall be posted at least 30 days prior to its implementation.

If a vacancy occurs during the year, employees will be offered the opportunity to fill the vacancy based on seniority, subject to the City's reasonable operating needs (including training needs). If an employee volunteers to take the vacant schedule, that employee will fill in the vacancy for the remainder of the rotation. If an employee does not volunteer, an employee will be assigned for the remainder (or duration) of the rotation. Such involuntary assignment will be based on seniority, subject to the City's reasonable operating needs (including training needs).

5.5 Rest Period

Each employee shall be granted a rest period of 15 minutes during each half (1/2) shift, consistent with the operating needs of the Department.

5.6 Meal Period

All police officers and community service officers working patrol, dispatchers, property specialists and sworn personnel assigned to Detectives shall be granted a paid meal period during each work shift. All other personnel shall be granted an unpaid meal period. To the extent consistent with operating requirements of the Department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The paid meal period shall be 30 minutes and shall be considered duty time.

With prior approval from their supervisor, employees assigned to a 12-hour work shift may combine a 15 minute break with a 30 minute meal period. The meal period may be interrupted by emergency calls. If an employee is called out during a meal period due to an emergency, then the employee shall not be entitled to extra compensation for that.

5.7 Overtime

Employees shall be compensated at the rate of one and one-half (1and1/2) times their regular rate² for over time under the following conditions:

- A. All work in excess of any scheduled workday as defined in section 5.2, except those assigned to a flexible schedule.
- B. All work in excess of 40 hours in any one (1) workweek, for non-sworn personnel.
- C. All work outside the employee's regularly scheduled workweek as defined in 5.1 Work Schedule.
- D. All work in excess of 80 hours in any one (1) pay period for sworn personnel.
- E. In no event shall any member be compensated twice for the same hours.

In the event that an employee elects to be compensated overtime in compensatory time, such time shall be applied at one and one-half (1and1/2) times the greater of the actual time worked or at the minimum number of hours required under 5.8 Callback.

5.8 Callback

Employees called back to work shall receive overtime pay for the work which they were called back, and if called back, shall be credited with not less than three (3) hours at the overtime rate.

Employees scheduled for court time on their scheduled days off shall be compensated for not less than three (3) hours at the overtime rate, unless short notice of court time is given. Short notice is defined as 24 hours or less. If short notice is given, the employee will be compensated for four (4) hours at the overtime rate. (Short notice does not include grand jury.)

Scheduled day off as used in this article includes regular days off, approved vacation days (regardless of bank utilized) and mutually agreed upon flex days. Employees called back during vacation will be paid for not less than three (3) hours at the overtime rate and vacation leave will be

²The regular rate is that rate which complies with FLSA.

reduced by three (3) hours. (i.e. Employee is scheduled 8-hours vacation, but is called back to court. Employee will be charged 5-hours vacation and paid 3-hours OT Callback.) Should the employee be required to remain in court for more than 3-hours, the vacation leave will be adjusted accordingly.

In no event shall any member be compensated twice for the same hours.

Callback applies when:

1. An employee is called back to work during off-duty hours, when the callback is not annexed to the beginning or end of the employee's regularly scheduled shift.

If at the end of his workday (shift) the employee had departed the City's premises for more than 30 minutes before being called back, the same shall not be considered as holdover time, but shall be considered as callback.

2. An employee is scheduled for a mandatory meeting at a defined time on the employee's regularly scheduled day off or during off-duty hours not annexed to the beginning or end of the employee's regularly scheduled shift.
3. An employee is required to report to court or grand jury hearings pursuant to a subpoena on the employee's regularly scheduled day off or during off-duty hours not annexed to the employee's regularly scheduled shift.
4. An employee is required to report to court on a scheduled day-off (such as vacation) if the scheduled day-off was approved prior to the receipt of a court subpoena or hearing notice.

Callback does not apply, and employees will be paid based on actual hours worked, when:

1. Employees works hours annexed to the beginning or end of the employee's shift.
2. Employees attend pre-noticed non-mandatory meetings, such as the Safety Committee.
3. Employees sign-up for an overtime opening of less than 3-hours.

For specifics regarding Training and Mandatory Time, see Article 5.11.

5.9 Distribution of Overtime

The Public Safety Director will maintain a procedure for distributing overtime among the employees in as equitable a manner as possible. In distributing overtime, such things as special qualifications and desires of the employee(s) shall be considered.

5.10 Form of Compensation

Overtime/Callback shall be paid at time and one-half (1 ½). Employees may earn up to a total of 120 hours of such compensatory time. Accumulations over 120 hours must be paid as overtime. Compensatory time off may be taken upon the request of the employee if the supervisor agrees based upon the operating needs of the Department.

During the month of November, up to 60 hours of compensatory time will be paid off at the employee's straight time rate at the employee's request. This compensatory pay off will be granted so long as the employee makes the request prior to November 1.

5.11 Training and Mandatory Time

It is the intent of the City that all department employees receive adequate and appropriate training. To this end, notice of training classes shall be posted and all employees will be given the opportunity to apply for appropriate training classes, workshops, and seminars.

Any training time or mandatory classes, seminars, or other time required by the City such as physical tests, firearms, shoots, etc., outside an employee's regular schedule shall be compensated as overtime. If out-of-town travel is involved, the City shall compensate the employee for all expenses related to the training being received, including the current IRS rate if the employee's personal vehicle is driven.

5.12 Work Schedule

The Grants Pass Police Association and the City of Grants Pass may, through a memo of understanding, implement any mutually agreed upon work schedule for the purposes of functional evaluation and potential adoption by both parties.

ARTICLE 6 - HOLIDAYS

6.1 Designation

In lieu of holidays, an employee shall be assigned 12 holidays on July 1. The employee may elect to use these holidays at a time mutually agreeable to the Department Director or their designee and the employee. If an employee leaves the City service during the year, the employee shall repay the City for holiday compensation if the employee has used more than eight (8) hours for each calendar month of employment.

Employees requesting a day off on a recognized City holiday, as defined in the Personnel Rules, Regulations & Policies, are required to utilize holiday hours. The holiday shall be the actual holiday and not the observed day. Employees working a schedule in excess of 8 hours will only be required to use 8 hours of holiday compensation and may elect to use vacation or earned compensation for the additional scheduled hours. Employees who are within 24 hours of their vacation accrual maximums will be permitted to utilize vacation leave for the full shift.

Employees assigned to the Detective Section shall have the option to choose to work official holidays at their normal rate of pay; however, should the employee elect to take the holiday off; the employee shall utilize holiday compensatory time. If the on-call detective elects to work the holiday, the on-call detective may work half the day and take the remainder of the day off without any deduction from their compensatory time. If the on-call detective chooses to take the recognized holiday off only an amount equivalent to one-half their regular working hours will be deducted from their holiday compensatory time.

Any credits remaining on June 30 of each year will be compensated for in cash at the employee's straight time rate or may be rolled over into the employee's compensatory time bank as long as the cap is not exceeded.

6.2 Scheduling

Holidays shall be scheduled on a first come first served basis at a time mutually agreed upon by employee and the Department Director. When conflicts occur, seniority shall prevail so long as the senior employee schedules that day off 30 days prior to the actual date. Holidays scheduled during the 30 day period shall be on a first come first served basis as described in 6.1 and shall not be subject to seniority. Only regular employees shall have seniority.

ARTICLE 7 - VACATIONS

7.1 Rate of Accrual

A regular employee shall be eligible for annual vacation time with pay on his anniversary date in accordance with the following:

<u>Completed Service</u>	<u>Hours of Accrual for Each 80 Pay Hours</u>	<u>Days</u>	<u>Annual Accrual</u>	<u>Annual Maximum</u>
6 through 36 months	3.08	10	80	200
37 through 60 months	3.85	12.5	100	200
61 through 84 months	4.62	15	120	240
85 through 120 months	5.39	17.5	140	280
121 months or more	6.16	20	160	320

After 20 years of continuous service, a one-time bonus of 40 hours shall be credited to the employee.

Vacation leave shall not accrue during a leave of absence without pay.

7.2 Continuous Service

Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employees. Except that paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to leave or layoff.

7.3 Accrual Limitations

Employees may accrue up to a maximum of 200 hours of vacation leave or twice their annual accrual, whichever is greater. The City shall establish a procedure to notify an employee 30 days in advance of impending loss of accrued vacation time. Such vacation shall be deemed forfeited if not taken unless mutually agreed in writing in advance. An employee who was about to lose vacation credit because of accrual limitations may, by notifying his supervisor 15 days in advance, absent himself to prevent loss of this vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay.

No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

7.4 Vacation Buy-Back

An employee who utilizes at least one-half of his annual vacation accrual each fiscal year may convert up to forty (40) hours of accrued vacation to cash at his straight time rate. Employees may request buy-back during the month of May to be paid in the month of June, or at the time the employee takes one-half of his annual vacation. Buy-back is subject to available budget.

7.5 Scheduling

Vacation times shall be scheduled by the City based on the Director of the Department's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Employees shall be permitted to request vacation on either a split or an entire basis.

A blank primary vacation schedule shall typically be posted September 1 for the year's vacation period beginning January 1. Each employee, by seniority, shall fill in their vacation schedule preference.

A. Primary Vacation: The primary vacation request shall not exceed 80 total hours if taken in a two-week block of time. If an employee splits their primary vacation, it shall be in two (2) one-week blocks of time. Primary vacation selection will be completed before secondary vacation bids begin. Vacation times shall be selected on the basis of seniority within each shift. In order to accomplish the sign-up in a timely manner, each employee will have no more than 48 hours to make a selection in coordination with their shift bid as detailed in Article 5.4.. In order to accomplish the sign-up in a timely manner, each employee will have no more than 48-hours to make a selection in coordination with their shift bid as detailed in Article 5.4.

B. Secondary Vacation: Employees with at least two (2) years of service will have the opportunity to select up to one (1) week of secondary vacation. Secondary vacation may not begin or end within two (2) weeks of the primary vacation and may not be split. A blank secondary vacation shall be posted upon the completion of the primary vacation schedule. Each employee, by seniority, shall fill in their vacation schedule preference. The secondary vacation request shall not exceed 40 total hours. Each employee will have no more than 24 hours to make a selection and shall follow the procedures detailed in article 5.4.

The list shall be closed as of December 15th and subsequent changes or selection of primary and/or secondary vacation must be submitted via memorandum to the Chief for approval. If an employee's primary or secondary vacation request is found to conflict with another employee's vacation during the supervisor vetting process, the employee shall have an opportunity to choose from any eligible vacation time openings.

For the purposes of this Article, the following classifications shall be considered to be one classification:

1. Police Officers and Corporals
2. Police Officers assigned to Detectives
3. Dispatchers and Lead Dispatchers

4. Community Service Officers
5. Public Safety Clerks assigned to Records

Newly hired employees shall be able to take vacation twelve (12) months after they are hired subject to the reasonable operating needs of the department.

7.6 Payment on Termination

In the event of death or termination of an employee during the initial 12 months of employment after an employee has served for 12 continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the current rate. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

7.7 Time off Request

If an employee, within a six (6) month period, requests time off whether it is holiday time, compensatory time, or vacation, the Department has an obligation to make a good faith response to the employee's time off request within one (1) week of when the request is made. The employer will not automatically deny these requests in an effort to avoid responding to them in a timely fashion.

ARTICLE 8 - SICK LEAVE

8.1 Accrual

Sick leave shall accrue at the rate of eight (8) hours per month for regular employees (3.69 hours bi-weekly).

8.2 Utilization

Employees may utilize sick leave allowances in the following situations, and are required to use accrued leave during a qualifying family medical leave.

A. Illness or Injury of the Employee. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury or exposure to contagious diseases under which the health of the employees with whom associated or a member of the public would be endangered by the presence of the employee, or for any OFLA qualifying purpose or any reason allowed under the Oregon Sick Time law.

B. Illness in Family. Employees may utilize their allowance of sick leave when a qualifying family member has an illness or injury requiring the employee's care.

A family member is defined as a spouse, same-gender domestic partner, parent, step-parent, parent-in-law and parent of same-gender domestic partner, a child (biological, adopted, foster, step and same-gender domestic partner's child), grandparent, and grandchild.

C. Emergency Leave. Emergency leave is given to employees for the purpose of attending the funeral or visiting a member of the immediate family who is seriously injured or ill and such injury or illness may result in death. For the purpose of this

subsection, the immediate family is defined as: spouse, children, mother, father, mother-in-law, father-in-law, brothers, sisters, grandparents, and stepchildren in the household. This utilization shall include travel time to and from the funeral or location of the family member and time for making necessary arrangements for care and/or the funeral. The employee may not take more than 3 days emergency leave in any one year. In the event that more time is needed, the employee may utilize their allowance of sick leave and/or vacation.

D. Physician's Statement. In the event that an employee is off more than three (3) workdays, the City may require the employee to obtain a statement from the employee's physician as to the nature of the illness and the expected duration of the absence.

In the event that an employee is off for more than three (3) days, prior to returning to work, the City may require the employee to obtain a statement from the employee's physician that the employee is not suffering from an illness or injury which would prevent the employee from performing the essential functions of the job, and would not expose the public or other employees to a contagious disease or illness.

The physician's statement shall be submitted on a form provided by the City. The form shall be submitted to the employee's supervisor prior to returning to work. To the extent the employee's physician provides written statement refusing to sign release, the City agrees to pay for examination by physician of City's choice.

If the City has a reasonable basis to believe that an on-duty employee is suffering from an illness or injury which would prevent the employee from performing the essential functions of the job, or would expose the public or other employees to a contagious disease or illness, then the City may immediately place the employee on sick leave, at which time the employee shall leave the work place. If the employee or the City desires an examination by a physician to confirm the employee's condition, the employee will be examined within a reasonable time by a physician chosen by the City and paid for by the City. If the physician indicates that the employee does not qualify for sick leave utilization, then the employee shall be entitled to return to work, the sick leave will be reinstated, and the employee will be paid regular wages for any lost time. If the employee does not have accrued sick leave, the employee shall be subject to Sections 8.2(E) and 8.3. Nothing herein prevents the employee, at the employee's expense, from challenging that physician's determination.

8.3 Sick Leave without Pay

Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of the disability after the employee's accrued sick leave has been exhausted pursuant to the requirements set forth by the FMLA, OFLA, ADA and/or ADAAA. The City may require a physician's statement on a periodic basis during the period of disability.

8.4 Integration with Workers' Compensation

When an injury occurs in the course of employment, the City's obligation to pay under the sick leave Article, is limited to the difference between any payment received under Workers' Compensation laws and the employee's regular pay minus State and Federal deduction. In such instances, no charges will be made against accrued sick leave for one hundred twenty (120)

calendar days. After 120 days prorated charges will be made against accrued sick leave as described above.

8.5 Sick Leave Conversion Program

A portion of the balance of an employee's accumulated sick leave shall be paid to the employee who terminates employment in good standing after 10 or more years of continuous service with the City, or his beneficiary in the event of death while a regular employee of the City. Sick leave shall be converted for payment in the following manner:

Two and one-half percent (2 ½ %) x (times) each full year of employee's continuous years of service x (times) the employee's sick leave accumulation.

8.6 Abuse

Abuse of sick leave is grounds for disciplinary action.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Extended Leave of Absence

A. Criteria and Procedure. The City will consider a written application for a leave of absence without pay not to exceed six months if the City finds there a reasonable justification to grant sick leave and that the work of the Department will not be seriously handicapped by the temporary absence of the employee. The employee will apply for a three-month leave of absence without pay that cannot be revoked by the City once approval is given. Within the first three-month period, the employee may apply for an additional 3 months. Once approval is given for the second three months, the City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

B. Return from Leave. Any employee who is granted a leave of absence without pay under this Article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant; unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence that the employee is unable to work by reason beyond his control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified and that the extension may be granted without unduly handicapping the operation of the Department.

Requests for leaves of absence under this Section shall be in writing on a form provided by the City. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, and signature lines for the City. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates and length of absence.

9.2 Required Court Appearances

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's headquarters. Employees shall be required to seek all fees due for such duty and turn said fees over to the City.

9.3 Jury Duty

Employees shall be granted leave with pay for service upon a jury when the service is on a scheduled work day; provided, however, that the employee is required to seek all fees due for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the Department Director or other supervisor for assignment for the remainder of the employee's regular work day. Mileage and expenses paid for jury duty will be retained by the employee, so long as the employee provides the employee's own transportation for such jury duty service.

9.4 Military Leave

Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and/or applicable Federal law.

9.5 Parental and Family Leave

Family leave may be taken pursuant to applicable state and federal law. Generally these laws provide for the employee's own serious health condition, for the serious health condition of specified family members and a same-sex domestic partner, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition. While out on such leave, an employee must utilize accumulated sick leave, compensatory time and holiday time in any order. Lastly they may use accrued vacation leave. While on OMLA/FMLA leave for six (6) continuous weeks or more, an employee may elect to retain 40 hours of accrued sick leave and 40 hours of accrued vacation leave; however their utilization of accumulated paid time off must still follow the order set forth earlier in this paragraph.

After using all paid time as outlined in the above paragraph, the employee may take leave without pay unless state or federal law requires otherwise and the employee requests otherwise in writing. Except as provide by law, family leave shall not exceed twelve (12) weeks without prior approval from the City. An additional twelve (12) weeks leave shall be available for a female employee who needs pregnancy disability leave, and, if the employee (male or female) utilized a full 12-weeks of family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care, but does not have a serious health condition. The employee may also utilize sick leave in accordance with Article VIII before or after taking other paid time and otherwise with the City's approval which may be granted on a case by case, non-precedent setting basis, with such time not accrued as a portion of the twelve week limit for family leave.

Except where otherwise required by law, all leaves including sick leave, vacation leave, holiday and compensatory leave, state and federal family leave, will run concurrently and be counted

against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required, at City expense, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 10 - COMPENSATION

10.1 Salary Schedule

Employees shall be compensated for hours worked in accordance with the salary schedules attached to this Agreement and marked Exhibit A, which are hereby incorporated into and made a part of this Agreement. If any position not listed in the salary schedule is hereafter established by the City, the City shall designate a job classification and establish a pay rate (see 1.3). Exhibit "B" of this Agreement establishes the eligibility for step increases.

10.2 Pay Periods

Pay periods shall be on a bi-weekly basis and paychecks shall be received every other Friday for the pay period ending on the preceding Saturday.

10.3 Conversion Formula

Conversion formula for hourly rates of pay shall be determined by utilization of 2080 per year.

10.4 Working out of Classification (Step-Up-Pay)

When regular employees work out of classification for four (4) hours or more, that employee shall receive the rate of the assigned position as if the employee were promoted to that position but in no case shall an employee receive less than five percent (5%) increase.

Consistent with past practice, employees shall be assigned on a rotating basis to work in an acting capacity position when the supervisor is not present so long as qualified as reasonably determined by the City.

In the event an "Interim" appointment is necessary this will be designated by Personnel Action Form (PAF) where the length of time the employee will function in the "Interim" position will be specified, to include a general description of the employee's duties, responsibilities and compensation level while serving in an "Interim" capacity.

10.5 Detective Pay

Employees assigned as detectives shall receive compensation equal to that received by Corporals. Upon initial assignment employees will be eligible for reimbursement of up to \$750 to purchase department approved clothing. On July 1 thereafter, assigned employees will be eligible for reimbursement of up to \$500.

10.6 Certification/Incentive Program

In addition to their base salary, all classifications covered under this contract may receive supplementary pay for achieving certain levels of certification, education, and training. Certification/incentive pay will be effective the first of the pay period following receipt of satisfactory verification. It is the employee's responsibility to provide the Public Safety Director or designee in writing the required verification of eligibility. No such pay shall be retroactive. Regular part-time employees shall be eligible for supplementary pay on a pro-rata basis, based upon regularly scheduled hours. The components of the supplementary pay schedules are as follows:

A. Certification for Sworn Officers

Intermediate Level DPSST. Upon receipt of an Intermediate DPSST Certificate, the employee shall receive certificate pay in the amount of two and one-quarter percent (2.25%) of the employee's regular pay per month.

Advanced Level DPSST. Upon receipt of an Advanced DPSST Certificate, the employee shall receive certificate pay in an additional two and one-quarter percent (2.25%) of the employee's regular pay per month.

(This is accumulative with the Intermediate Level DPSST Certification money.)

A(1). Certification for Dispatchers

Intermediate Level DPSST. Upon receipt of an intermediate DPSST Certificate, the employee shall receive certificate pay in the amount of two and one-quarter percent (2.25%) of the employee's regular pay per month.

Advanced Level DPSST. Upon receipt of an Advanced DPSST Certificate, the employee shall receive certificate pay in an additional amount of two and one-quarter percent (2.25%) of the employee's regular pay per month.

(This is accumulative with the Intermediate Level DPSST Certification money.)

B. Education

Associate Degree. Upon receipt of an Associate Degree or its equivalent, from an accredited institution an employee shall receive education premium pay in the amount of two percent (2%) of the employee's regular pay per month.

Bachelor's Degree. Upon receipt of a Bachelor's Degree or its equivalent, from an accredited institution an employee shall receive education pay of four percent (4%) of the employee's regular pay per month.

C. Training Certification Pay.

On an annual basis, employees will be given an opportunity to be certified by a recognized authority selected by the City for successful performance of the activities. Upon certification, the incentive pay will remain in effect for one year, or until the training opportunity is offered again. If the employee fails to perform satisfactorily upon receiving training, the incentive will be withdrawn until the employee is successful. Should the

employee miss the testing opportunity due to no fault of the employee, the City shall not take away the employee's certification pay until the employee is given an opportunity for testing.

TRAINING COMPONENTS FOR POLICE OFFICERS AND CORPORALS

EMT.

Upon receipt of the EMT certificate, the employee shall receive certificate pay in an amount of one and three-quarters percent (1.75%) of the employee's regular pay per month. (EMT must be Oregon Certified with a physician advisor).

TRAINING COMPONENTS FOR ALL CLASSES

Second Language.

Fluency in a second language, including signing is one and one quarter percent (1.25%) of the employee's regular pay a month.

D. Department Trainers Incentive.

In cases where DPSST training is required for sworn peace officers or dispatch personnel, a trainer meeting all requirements of department policy may be selected to perform the duties of Field Training Officer (FTO) or Communications Training Officer (CTO). Trainers shall be paid a premium when assigned as a trainer and working with an Employee in Training. The incentive for each position is the equivalent of two and one quarter percent (2.25%) of the employee's regular pay.

All payment of incentive shall be pro-rated to the actual hours when assigned employees in training are working with the designated trainer.

10.7 Cleaning Allowance

The City will provide cleaning service for employees to be used on an as needed basis.

10.8 Physical Fitness

The City will administer a mandatory fitness test in Exhibit "D" on an annual basis. Employees failing to take or pass the test will be given ninety (90) days to meet the standards and be retested. If an employee fails the second time an additional 90 days will be given to meet the standards and be retested. The employee will be tested a third time, and if the test is failed, the City will have cause for discharge. An employee who successfully passes the test on the second and or third attempt can have no more that 5 (five) failures in 3 (three) calendar years. Attempting the test and not passing it or failing to participate in a scheduled test will each be counted as failures. Five failures will result in the City having cause for discharge.

10.9. Boot Reimbursement

The City shall reimburse each police officer assigned to patrol, each community service officer, and each evidence specialist up to \$200 every three (3) years for the purchase of a single pair of department approved boots, provided that police officers assigned to detectives will be eligible for such reimbursement every five (5) years.

ARTICLE 11 - INSURANCE

11.1 Insurance Maintenance

The City agrees to provide a comprehensive health and welfare plan to all eligible bargaining unit employees. Bargaining unit employees will pay 7.5% of the total monthly premium for the plan. In addition the City and bargaining unit employees agree to split 50/50 any premium increase above 10%. City and unit agree to work cooperatively in a City wide insurance committee to continue to explore insurance packages in order to offer alternate potential insurance coverage at differing levels that may be selected by individual members of the unit. At least one alternative offered shall be reasonably similar to the current coverage, if available in Southern Oregon.

Eligible employees hired on or before January 1, 2001, will receive City paid medical and prescription benefits for up to 48 months following retirement. Retired employees shall pay the same percentage of the total monthly premium as regular employees.

Eligible employees hired after January 1, 2001, will be receive 50% City paid medical and prescription benefits for up to six months only following retirement.

To be eligible for coverage the employee must be covered under the City's insurance plan at the time of retirement, not be eligible for Medicare, nor be covered under another insurance plan.

A. Obligation to Pay Premiums is Exclusive. It is understood the City's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

11.2 Life Insurance

The City shall provide full-time employees with life insurance equal to one-time the employee's annual salary. Employees may elect to carry additional voluntary life insurance coverage at their own cost pursuant to the terms and conditions of the City's provider.

In the event of an employee's death, benefits will be paid in accordance with the carrier's contract to the beneficiary designated by the employee.

Employees who separate service have the option to continue coverage at their own expense under the carrier's terms of portability.

11.3 Continuation of Benefits for Permanently Disabled Employees

Any covered employee totally disabled and retired from City employment before age 60 will continue to receive life insurance benefits pursuant to the City's carrier's terms and conditions until the employee reaches age 65.

The same life insurance benefits may be available, at the option of and at the expense of the employee, to the dependents of the totally disabled employee pursuant to the carrier's terms and conditions

The health insurance premium for any employee, who has been continuously employed on a full-time basis for 12 consecutive months or longer after the determination of such disability, be paid by the City for the period of total and permanent disability commencing after such determination, but not to exceed 18 months or conclusion of the disability, whichever occurs first.

11.4 Public Employees Retirement System

The City shall continue to participate in the State's Public Employee Retirement System or its successor. Effective July 1, 2007, the City is responsible for the employee's 6% contribution on behalf of the employee in addition to the employer's portion.

ARTICLE 12 - SENIORITY

12.1 Definition

Seniority shall be achieved following completion of the respective trial service period of eighteen (18) or twelve (12) months and shall thereafter be established as the employee's length of continuous service in the bargaining unit. In the event two (2) or more employees are hired in the same job classification on the same date, the date of tentative hire offer shall determine their seniority. Separate seniority lists will be maintained for "sworn" and "non-sworn" personnel. Seniority shall be broken or terminated if an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is laid off and fails to respond to written notice as provided in Article 13, 13.2.
- D. Is laid off from work for any reason for 18 months.
- E. Fails to report to work at the termination of a leave of absence.
- F. While on leave of absence accepts employment without permission.
- G. Is retired.

Seniority shall apply by classification in the matter of layoff, recall, shift selection and days off.

12.2 New Employees

Every new employee hired into the bargaining unit shall serve a trial period of twelve (12) full months, except for police officers and dispatchers who shall normally serve a trial period of eighteen (18) full months.

Newly hired police officers who meet the Department of Public Safety Standards and Training (DPSST) criteria for attending the two week Career Officer Development Course, and satisfactorily complete the course and who have at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, shall serve a trial service period of twelve (12) months.

Newly hired dispatchers who meet the Department of Public Safety Standards and Training (DPSST) criteria for Telecommunicators and have at least 24 months of satisfactory police,

fire, or emergency medical dispatching experience, shall serve a trial service period of twelve (12) months.

DPSST has designed the Career Office Development Course for previously certified officers who have been out of law enforcement for a period of time or have completed their basic training in another state. The Association recognizes the right of the City to terminate trial employees for any reason, with or without cause, and any such termination shall not constitute a violation of this Contract, except in cases of discrimination as defined by this Agreement. New employees may be scheduled by the City, pursuant to Article 5, "hours and Overtime," without overtime penalties.

12.3 Seniority List

Exhibit "C" is a listing of all current employees within the bargaining unit and their respective seniority order and date of hire. The City shall provide the Association with copies of a seniority list on January 1 of each year.

12.4 Seniority for Promoted Employees

Employees who promote to a Public Safety position out of the bargaining unit shall have the opportunity to resign and return to their previously held position within the six-month trial service period. City shall not fill the promoted employee's position for the six-month period and shall allow the employee to return. Return to the bargaining unit shall be without loss of seniority, with the exception of time served in the promoted position. If the employee had completed trial service before the transfer, the employee may return to their former classification.

Employees who transfer within the bargaining unit to another classification shall serve a trial service period in the same manner as a new employee as required by the position to which they transferred.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Recall

Layoff shall be in reverse order of seniority in job classification. Employees not qualified to perform necessary job requirements may be laid off or recalled out of seniority. If employees volunteer to obtain certification in another field; and, the Employer chooses to acknowledge such certification through the use of an incentive program, then such training, certification and associated incentive shall not alter the contract provision calling for layoff and recall by seniority. Employees certified in multiple fields shall not be deemed to have any preference for layoff and recall. Employees who have previously held a previous classification with the City may bump back down to that classification in the event of layoff, provided that they have more seniority than an employee in the other classification. In such case, the burden of proof that the employee is not qualified to perform the job is with the Employer. Recall of laid off employees shall be the reverse of the layoff procedure. For the purpose of this section, determination of whether or not a senior employee is qualified will be determined by whether or not that employee possessed the demonstrated skill, ability, physical fitness, and experience necessary to perform the work

For the purposes of this Article, police officers and corporals shall be considered to be the same classification.

For the purpose of this Article, dispatchers and lead dispatchers shall be considered to be the same classification.

13.2 Notice of Recall from Layoff Status

Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have 14 days to return to work from the date of receipt of mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 Just Cause

No employee shall be disciplined or discharged except for just cause.³ Oral discussions are not considered to be discipline, shall not be subject to the grievance procedure, and shall not be included in the employee's personnel file.

14.2 Investigation Due Process

In the event the City believes an employee may be subject to suspension without pay, demotion or other monetary penalty or discharge, the following procedural due process shall be followed:

- A. Within five (5) calendar days of the initiation of an investigation the City shall give the employee under investigation and the Association written notice of the investigation. The notice shall describe the nature of the investigation and include information necessary to reasonably apprise the employee of the allegations, conduct or incident under investigation, and the policies potentially violated.
- B. Employees and the Association shall be given at least twenty-four (24) hours' notice of the initial scheduled interview time. Follow-up interviews may be scheduled with reasonable notice (not less than two hours) to the employee and the Association if the employee has requested Association representation in their initial interview.
- C. Employees shall be advised in the notice of interview if they are being interviewed as the subject of the investigation or as a witness.
- D. At the request of the employee, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing.

³Trial employees are not subject to the "just cause" provision provided herein. Article 16 - Trial Period shall prevail in disciplinary situations.

14.3 Just Cause Standards

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

- A. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C. The City must conduct a reasonable investigation.
- D. It must be determined that the employee has engaged in the misconduct or act.
- E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F. The employee's past employment record, that has been documented, shall be considered, if appropriate, based on the severity of the act.

14.4 Assignment during an Investigation

Employees placed on Administrative Leave will not be required to remain in home provided the employee shall be able to respond to their work station within one hour.

ARTICLE 15 - USE OF ALCOHOL AND DRUGS

15.1 City Policy Applicability and Employee Rights

The City's Alcohol and Drug Use Policy is applicable to bargaining unit employees along with the following employee rights provisions. If the City intends to change its Alcohol and Drug Use Policy, it shall notify the Association of its proposed changes, and shall be available to meet and confer with the Association for a period not to exceed 30 days regarding those changes.

The employee shall have the right to have an Association representative present during testing procedures. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample. Nothing herein shall restrict the employee's right to representation under general law.

If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City.

Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

If the results of the test are negative, the employee shall have the right to grieve in accordance with Article 16. However, if the results of the test(s) are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 16 - SETTLEMENT OF DISPUTES

16.1 Grievance and Arbitration Procedure

The City and the Association agree that any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The affected employee and/or the Association shall take up the grievance or dispute with the Deputy Chief of Police within ten (10) calendar days after the grievant becomes aware of its occurrence. The Deputy Chief of Police shall then attempt to adjust the matter or give an answer within ten (10) calendar days. The Association has the right to be present at all steps of the grievance procedure.

Step 2. If the grievance has not been settled between the grievant and the immediate shift supervisor, it may be presented in writing by the employee and/or the Association to the Department Director within ten (10) calendar days after the response specified in Step I is due. The written notice shall include the details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Department Director shall respond to the employee and/or the Association in writing within ten (10) calendar days after receipt thereof.

Step 3. If the grievance still remains unadjusted to the grievant's satisfaction, it may be presented by the employee and/or the Association to the City Manager, within seven (7) calendar days after the response specified in Step II is due. The City Manager shall respond in writing to the employee and/or the Association within seven (7) calendar days after the receipt thereof.

Step 4. If the grievance is still unsettled, the Association may within ten (10) calendar days of the decision of the City Manager or his designee(s) under Step 3 have the right to have the matter arbitrated by a third party jointly agreed upon by the City and Association. If the parties are unable to agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of seven (7) arbitrators who reside or maintain offices in Oregon or Washington. The parties shall decide by the flip of a coin who shall strike first. The designated arbitrator shall hear both parties as soon as possible on the dispute matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to the arbitrator. The decision shall be based solely upon the arbitrator's interpretation of the meaning of the Agreement and shall be final and binding on all parties.

Expenses for the arbitrator shall be borne by the losing party who shall be designated by the arbitrator; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

16.2 Time Limitation for Filing

The parties to this Agreement shall be bound by the time limits contained in this 16.1, above. If either party fails to comply with or follow the time limits, the following shall result:⁴

- A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.

ARTICLE 17 - STRIKES AND LOCKOUTS

17.1 No Lockouts

There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

17.2 No Strikes

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

17.3 Return to Work

In the event of a strike, work stoppage, slowdown, picketing, other than informational picketing, observance of a picket line, other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligation set forth in 17.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of this Agreement.

⁴The grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action by certified mail was within the time limits specified.

ARTICLE 18 - PERSONNEL FILE

18.1 Maintenance

The City Manager or designee shall maintain the personnel file.

18.2 Notice of File Contents

Each employee shall read and sign all written material that is placed in the employee's personnel file following his date of hire. This will include disciplinary action, merit or job evaluations, and letters of commendation. Signing will not necessarily indicate agreements with the contents of the item signed. It is agreed that selection materials used for hiring or promotion are exempt from this Section.

18.3 Response

An employee and/or the Association may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the City Manager or his designee.

18.4 Copies

Employees shall have the right, upon request, to review and obtain, at their own expense, copies of the contents of their personnel file exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

18.5 Purging

Upon employee's written request the following schedule will be followed to purge documentation. Documentation of a verbal warning or a written warning shall be removed from the employee's personnel file after 18 months if no similar conduct has occurred within that time. Any suspensions without pay shall be removed from the employee's personnel file after 36 months if no similar conduct has occurred within that time. Documentation of discipline for civil rights related misconduct (e.g. protected class harassment, excessive use of force) shall be removed from the personnel file as indicated above except such documentation shall be retained by the City in a separate file for use in connection with discipline for civil rights related misconduct.

ARTICLE 19 - MILEAGE AND PER DIEM

19.1 Mileage

Employees authorized or required by the City to report for special duty such as schools, conferences, training, court appearances and legislative hearings, requiring the use of his personal automobile for transportation to such location shall be compensated for the mileage at the current IRS rate. In no event shall the rate of compensation be less than is being paid per City policy on the effective date of this Agreement.

19.2 Per Diem

When an employee's duties require him to travel outside the City, the City agrees to pay the employee reasonable costs for food and lodging.

19.3 Other Transportation.

When an employee is required or authorized to use public transportation other than his private vehicle such as air, train, bus and taxi, the actual expenses including taxes and other charges shall be paid for by the City or if paid for by the employee, shall be reimbursed to the employee upon presentation of receipts to the City.

19.4 Travel to Police Academy

In conjunction with attending all mandatory training at the DPSST Academy in Salem, OR, the Department will provide a City vehicle when available, or reimburse for mileage at the I.R.S. rate one round trip for every two weeks of extended stay required at the academy class, or one round trip for one week of training, to include two (2) meals per round trip in accordance with the City travel policy. When more than one employee is attending the academy, they are expected to travel together.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Safety

The City is committed to adequate levels of safety within the Police Division and will comply with all applicable safety regulations.

20.2 Uniform, Clothing and Equipment

Uniforms and other protective clothing or safety wear and equipment required for an employee by law or by the City shall be provided by the City. Employees thus provided shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing, uniforms or safety wear provided by the City save and except on the job. Employees shall maintain uniforms and equipment supplied by the City.

20.3 Other Employment

Outside employment shall be permitted only with the express prior approval of the City. To deny outside employment, the City must find that it violates one of the following criteria:

- A. That such employment is in conflict with the interest of City employment;
- B. That such employment detracts from the efficiency of City work;
- C. That such employment is a discredit to the City employment; or
- D. That such employment takes preference over the requirements of City employment.

20.4 Shift Trading & Trading of Days Off

Shift trades and trading of days off between employees shall be permitted with approval by the affected supervisors. Such approval shall not be unreasonably withheld. The City shall suffer no liability for overtime as a result of such trades.

20.5 Job Descriptions

The City shall maintain written job descriptions that shall include titles and written specifications for various positions. Job titles shall refer to a specific position, and not to an individual. Each position shall have a specification that includes a concise, descriptive title, a description of responsibilities and a statement of the minimum or desirable qualifications for each position. Job descriptions shall relate only to the type of work done by each class. The City shall forward to the Association any changes in the job descriptions of the classifications covered by this Agreement.

20.6 Rules

The Association recognizes the right of the City to make reasonable work rules, but in no case will the City promulgate or implement any work rule which is inconsistent with this Agreement. All work rules will be reduced to writing and will be furnished to the Association and to the affected employee(s). The City will provide the Association with an opportunity to meet and confer on new work rules, and bargain on any mandatory subjects in accordance with Oregon law.

20.7 Personal Appearance

The personal appearance of employees shall be in compliance with department policy while on duty or representing GPDPS during an officially sanctioned event.

20.8 Definition of Emergency

Emergencies are unforeseen circumstances for which the City is not directly responsible and beyond the control of the City; and those, circumstances must materially impair operations, and they must be for a limited time period.

20.9 Residency

The residency requirement for the positions of police officer and police corporal will be forty-five (45) minutes from City limits as it exists within the Urban Growth Boundary (UGB). Officers assigned to detectives or K-9 must live within thirty (30) minutes of the City limits in order to take home an assigned vehicle, except for when assigned standby duties.

ARTICLE 21 - FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. The City shall not reduce the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does

not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request or voter approval thereof.

ARTICLE 22 - SAVINGS CLAUSE

The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and except as amended or modified, shall remain in full force and effect until December 31, 2021.

This Agreement shall be automatically renewed from year to year thereafter unless either the Association or the City desires to amend or renegotiate this Agreement and so notifies the other party in writing by May 1, 2021.

During the time the contract is in negotiations, it will remain in full force and effect.

ARTICLE 24 - EXECUTION/SIGNATURES

Executed this ____ day of October 2018, at Grants Pass, Oregon, by the undersigned officers by the authority of and on behalf of the City of Grants Pass, Oregon, and the Grants Pass Police Association.

GRANTS PASS POLICE ASSOCIATION

CITY OF GRANTS PASS, OREGON

Heather Yerrick, President

Aaron K. Cubic, City Manager

EXHIBIT A-1 (Year 1 Salary Schedule)

Grants Pass Police Association (GPPA) Salary Schedule Effective January 1, 2019, CPI-U (All Cities) average November 1, 2017 – October 31, 2018, 0% minimum to 4% maximum for all classifications + an additional 2% for Community Service Officer, Property Specialist and Prevention Program Office Assistant classifications

EXHIBIT A-2 (Year 2 Salary Schedule)

Grants Pass Police Association (GPPA) Salary Schedule Effective January 1, 2020, CPI-U (All Cities) average November 1, 2018 – October 31, 2019, 0% minimum to 4% maximum for all classifications + an additional 2% for Community Service Officer and Property Specialist classification.

EXHIBIT A-3 (Year 3 Salary Schedule)

Grants Pass Police Association (GPPA) Salary Schedule Effective January 1, 2021 (Wage-only re-opener)

EXHIBIT B – STEP SCHEDULE

STEP SCHEDULE Eligibility for Step Increase

STEP ONE
This is entry level.

STEP TWO
Requires one year satisfactory performance at step one.

STEP THREE
Requires one-year satisfactory performance at step two.

STEP FOUR
Requires one-year satisfactory performance at step three.

STEP FIVE
Requires one-year satisfactory performance at step four.

STEP SIX
Requires one-year satisfactory performance at step five.

STEP SEVEN
New hires with no prior certifiable law enforcement experience shall attain Step 6 before being eligible for Step 7 compensation.

For Step Seven provisions for Corporal, Dispatch and Patrol Officer, the following standards shall apply;

Evaluations

All employees shall be evaluated annually on their anniversary date. If the evaluation is not completed within 60 days of the employee's anniversary date, the employee shall be deemed to have received an overall rating of "effectively meets standards". An employee, who is eligible for a step increase based on a "meets" or higher evaluation rating, shall be granted the step increase retroactive to the anniversary date. The assigned supervisor shall indicate a rating of at least "meets" on the evaluation form when completed.

Any member who receives less than an overall rating of "effectively meets standards" will receive a special evaluation within 6 months of the rating below "effectively meets standards", and should the evaluation be at a minimum overall rating of "effectively meets standards" or better, the member's Step 7 compensation shall be reinstated effective 6 months after the loss of Step 7 pay. When a special 6 months evaluation is done in accord with this provision, the standard evaluation will remain scheduled on the member's anniversary date. Any member whose rating is more than 90 days out of cycle shall be considered to have completed an evaluation with an overall rating of "effectively meets standards".

Discipline

Any member who receives more than one written reprimand within a twelve month period or who is disciplined resulting in a loss of pay will lose his/her Step 7 pay for a period of six

months. After six months, if the member has not received further discipline his/her step 7 pay shall be restored on condition that all other requirements have been satisfactorily met.

Training

It is the affirmative duty of the Association member to sign up for and complete training identified in these standards. Training sponsored by the City shall include at least the minimum necessary to achieve these standards.

The City will not deny step seven compensation to an employee who was prevented from attending necessary training through shift scheduling conflicts that prohibited the City from allowing the employee to attend training, provided the employee requested training throughout the calendar year with sufficient advance notice to allow the City the ability to accommodate in accord with the department policy.

Compliance with Step 7 training requirements shall be determined on a calendar year basis. All required documentation is due to Human Resources by December 31st.

Application

Upon submission of approved Step 7 Application to Public Safety Executive Assistant, the paperwork will be reviewed by management and submitted to Human Resources within fourteen days. Compensation will be effective the next pay period following receipt in Human Resources.

STEP SEVEN for Corporal

Preliminary Qualifications

- Intermediate DPSST Certificate
- Minimum three years of consecutive performance evaluations with a minimum overall rating of "effectively meets standards"
- Successfully attain the requisite minimum 200 "career development points"
- Must have completed a minimum aggregate total of forty hours of Department/DPSST approved training in the areas of leadership, ethics, supervision, management, critical incident management, Incident Command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses to qualify.
- Must attend and successfully complete the DPSST Supervision Course (two week course). In the event that DPSST does not offer the two-week course, a substitute will be a combination of a core forty-hour course provided by DPSST plus forty-hours of recognized DPSST leadership training. It is up to the individual to attend the additional training. Until such time as DPSST re-established the requirements and curriculum for the two-week Supervision Course, DPS employees may submit their training records to DPSST for review and obtain "Equivalency waivers" to meet the requirements of the two-week Supervision Course.
- Must complete an IDC (Instructor Development Course), or similar type curriculum of Department approved training.

Step 7 Maintenance

Member must submit to the Public Safety Executive Assistant in writing proof of:

- Attendance and successful completion of a minimum of 24 hours of approved training in the areas of leadership, ethics, supervision, management, critical incident management,

incident command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses each calendar year.

- Minimum overall rating of “effective meets standard” on last scheduled performance evaluation.

Note that a Step 7 Police Officer who promotes to Corporal would go to the nearest compensable step in the salary schedule for Corporal. Upon completing trial service and all other requirements for step 7 Corporal could then advance to step 7.

STEP SEVEN for Officer

Preliminary Qualifications

- Intermediate DPSST Certificate
- Minimum three years of consecutive performance evaluations with a minimum overall rating of “effectively meets standards”
- Successfully attain the requisite minimum 200 “career development points”
- Must have completed a minimum aggregate total of forty hours of
- Department/DPSST approved training in the areas of leadership, ethics, supervision, management, critical incident management, Incident Command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses.

Step 7 Maintenance

Member must submit to the Public Safety Executive Assistant in writing proof of:

- Attendance and successful completion of a minimum of 16 hours of approved training in the areas of leadership, ethics, supervision, management, critical incident management, incident command, crisis negotiations, media relations, fire suppression, prevention and/or similar career development courses each calendar year.
- Minimum overall rating of “effective meets standard” on last scheduled performance evaluation.

STEP SEVEN for Dispatchers

Preliminary Qualifications

- Intermediate DPSST Certificate
- Minimum three years of consecutive performance evaluations with a minimum overall rating of “effectively meets standards”
- Successfully attain the requisite minimum 175 “career development points”
- Must have completed a minimum aggregate total of forty hours of Department/DPSST approved training in the areas of leadership, ethics, supervision, management, critical incident management, Incident Command, crisis negotiations, media relations, fire suppression, prevention or similar career development courses such as: Communication Training Officer Course, completion and maintenance of 9-1-1 Liability Issues course, completion of Tactical Communications, Hostage Negotiations or Suicide Intervention courses.

Step 7 Maintenance

Member must submit to the Public Safety Executive Assistant in writing proof of:

- Attendance and successful completion of a minimum of 16 hours (24 hours for Lead Dispatchers) of approved training in the areas of leadership, ethics, supervision, management, critical incident management, incident command, crisis negotiations, media relations, fire suppression, prevention, computer science, writing skills, criminal law, medical terminology, and/or similar career development courses each calendar year such as: Communication Training Officer Course, completion and maintenance of 9-1-1 Liability Issues course, completion of Tactical Communications, Hostage Negotiations or Suicide Intervention courses.
- Minimum overall rating of “effective meets standard” on last scheduled performance evaluation

EXHIBIT C – SENIORITY LIST

GRANTS PASS PUBLIC SAFETY DEPARTMENT
 POLICE SERVICES
 SWORN SENIORITY LIST
 October 17, 2018

Classification / Employee	Classification Date	Bargaining Unit DOH	DOH with City
<u>POLICE OFFICERS</u>			
Ridenour, Greg	07/01/99	08/17/98	08/17/98
Peil, Jason	11/27/00	Same	Same
Burge, Dennis	02/26/01	Same	Same
Lidey, Archie	10/28/02	Same	Same
Williams, Franklyn (Scott)	07/18/05	07/18/05	04/03/00
Brown, Ryan	11/14/05	Same	Same
Yerrick, Heather	06/30/06	Same	Same
Lohrfink, John	07/14/08	Same	Same
Perkins, Paul (Kasen)	02/01/10	Same	Same
Frownfelter, Kenneth	10/31/11	Same	Same
Shaw, Robert	02/21/12	Same	Same
Aguinaga, Andrew	03/15/12	Same	Same
Lorentz, Jesse	03/18/13	Same	Same
Six, Lucas	06/03/13	Same	Same
Stewart, Jennings	06/03/13	Same	Same
Hjelmier, Quail	09/03/13	Same	Same
Gasperson, George	09/23/13	Same	Same
Craven, Jeffrey	12/02/13	Same	Same
Artoff, Timothy	07/07/14	Same	Same
Smock, Shali	09/29/14	Same	Same
Kopp, Jonah	03/08/15	02/02/15	Same
Corley, Shane	07/01/15	Same	Same
McGinnis, Jason	07/01/15	Same	Same
Claffey, Timothy	01/11/16	Same	Same
Surmi, Daniel	05/02/16	Same	Same
Hodge, Kyle	10/10/16	Same	Same

Classification / Employee	Classification Date	Bargaining Unit DOH	DOH with City
<u>POLICE OFFICER</u> (continued)			
Johnson, Brook	08/01/16	Same	Same
Evans, Derek	08/01/16	Same	Same
Pratt, Jordan	01/03/17	Same	Same
Gilinsky, Robert	01/03/17	Same	Same
Taylor, William	02/06/17	Same	Same
Lycett, Zachary	05/01/17	Same	Same
Hesse, Joshua	07/24/17	Same	Same
Walsh, Colin	09/17/17	08/28/17	08/28/17
Hattersley, Jeffrey	11/13/17	Same	Same
Pruitt, Trenton	12/04/17	Same	Same
Hoy, Justin	04/16/18	Same	Same
Savage, Steven	04/16/18	Same	Same
Hart, Jonathan	04/16/18	Same	Same
Miguel, Micaila	08/20/18	08/21/17	08/21/17
<u>CORPORAL</u>			
Moore, Johnathan	06/14/15	05/03/10	05/03/10
Anuschat, Max	10/18/15	01/10/11	01/10/11
Wallace, Jessie	12/11/16	11/01/12	11/01/12
Coney, Brian	07/24/17	12/30/13	12/30/13

NON-SWORN SENIORITY LIST

Classification / Employee	Classification Date	Bargaining Unit DOH	DOH with City
<u>COMMUNITY SERVICE OFFICER</u>			
Brown, Jennifer	05/15/06	Same	Same
Offerman, Dennis*	12/05/12	Same	Same
Altheide, Dwight*	07/07/14	Same	Same
Gumbert, Donald	06/22/15	Same	Same
Brelsford, Steven	08/31/15	Same	Same
Kronser, Kody	09/17/18	Same	Same
<u>PROPERTY SPECIALIST</u>			
Schilens, Paul	06/07/05	02/11/04	02/11/04
<u>CRIME ANALYST</u>			
O'Dell, Stacey	10/01/18	Same	Same
<u>PREVENTION PROGRAM OFFICE ASSISTANT</u>			
Busch, Kelly	10/29/07	10/29/07	09/15/04
<u>PUBLIC SAFETY CLERK</u>			
Stewart, Sarah	08/05/02	Same	Same
Stone, Susan	07/17/05	07/17/05	10/01/01
Hawley, Janice	06/01/12	Same	Same
Flaim, Breanna	12/15/14	Same	Same
Michael, Elisa	09/08/15	Same	Same
Magallon, Hilda	02/13/17	Same	Same
Lansdown, Christy	01/21/18	08/21/17	08/21/17
<u>DISPATCHER</u>			
Miller, Susan	09/17/90	Same	Same
Wood, Tammy**	08/07/91	Same	Same
Pulyer, Jacqueline	10/04/00	Same	Same
Mathews, Bryan**	02/05/01	Same	Same
LaTourette, Naomi	05/07/04	Same	Same
Leppla, Jessi	07/07/15	Same	Same
Jones, Jessica	09/24/15	Same	Same
Brazeau, Susan	10/03/16	Same	Same
Romero, Kayla	03/27/17	Same	Same
Farr, Jamie	12/04/17	Same	Same
Herndon, Renee	01/21/18	01/02/18	01/02/18

*Part-time employees

**Lead Dispatchers

EXHIBIT D – PHYSICAL AGILITY TEST

GRANTS PASS DEPARTMENT OF PUBLIC SAFETY PHYSICAL AGILITY TEST (OFFICERS AND APPLICANTS)

POLICY:

It is the policy of the Grants Pass Department of Public Safety to administer physical agility testing to sworn personnel and applicants applying to the Department.

PURPOSE:

The purpose of this testing is to assure that officers are able to perform the duties of a police officer. It is essential that officers are fit when hired and continue to maintain a minimum level of physical fitness/agility during the course of their careers. The safety and life of the officer, fellow officers and the public we serve, may depend on the officer being able to perform the various, and sometimes strenuous duties of a police officer.

PROCEDURE:

OVERVIEW OF THE TESTING PROCESS

A job analysis of police officers in the Grants Pass Department of Public Safety revealed that they perform certain essential or important physical functions which are vital to their job duties. Many essential functions identified from this job analysis were included in the physical agility examination. A subject matter expert panel meeting comprising law enforcement personnel from this municipality also confirmed that the functions included in the physical agility test were job-related and essential for successful performance as a Grants Pass Department of Public Safety Police Officer.

In Grants Pass, police officers must be able to run (speed and distance), climb through windows, climb over obstacles (i.e., fences), lift, carry, walk, sit or stand for long periods of time and arrest resisting individuals. The Grants Pass Department of Public Safety Agility Examination measures job-related physical skills such as these which are necessary for successful performance as a police officer. Only those skills which do not require training to become proficient are assessed.

The examination is equally valid for assessing the physical skills of candidates with police experience and those without. For example, one portion of the test requires the applicant to climb a chain link fence. It is not necessary to have prior experience as a police officer to possess the physical agility to climb a fence.

TEST PREPARATION

The following suggestions should help you prepare yourself physically for the test:

1. Avoid junk food and concentrate on a well-balanced diet for several days before the test;
2. Avoid tranquilizers and stimulants such as caffeinated beverages, especially on the day of the test;
3. Get a good night's sleep before the test;
4. Do not drink a lot of liquids or eat a big meal before the test; and
5. Avoid alcohol several days prior to and especially on the day of the test.

On the day of testing, all officers are required to wear long pants with belt loops. Sport shoes are highly recommended. You will not be allowed to participate in the examination if you are not wearing long pants with belt loops. Belt loops are required because a police utility belt needs to be attached during testing. Sweat pants are not allowed. Shorts are not allowed for safety reasons.

DESCRIPTION OF THE TEST

The test will require the officer to complete several specified physical tasks in a given sequence within an allotted time frame. An orientation is conducted prior to testing.

To simulate a police officer on duty, officers will be provided with and will be required to wear police equipment during the physical testing session. This includes items such as a utility belt, handcuffs, a non-firing pistol in a holster, two magazine pouches containing two magazines and a ballistic vest. Officers are required to bring their own equipment. Applicants will be provided this equipment by the Grants Pass Department of Public Safety at the time of testing.

TEST COMPONENTS

All officers and applicants will be given an orientation and walk through. No one will be allowed to take the test unless they fully understand what is expected of them. The tests is explained in Appendix "A"

To begin the test, the officer will sit in the driver's seat of a patrol car, a police utility belt and the equipment listed above, and will await further instructions.

A test monitor will give the officer verbal instruction to pursue a fleeing felony suspect (fictitious) by providing a description of what the suspect is wearing (for example a baseball hat and a red t-shirt). The test monitor will provide two pieces of descriptive information. The officer must then complete the following physical tasks:

1. The officer must get out of the car and run a distance of about 150 feet. Timing begins when the candidate opens the car door.
2. The officer must jump over a curb onto a grass terrain.
3. The officer will then climb a few stairs during the foot pursuit.
4. After climbing the stairs, the officer must descend down approximately 3 feet from the platform at the top of the stairs.
5. Near the end of the run, the officer must climb over a six foot chain link fence.
6. After descending from the fence, the officer must run over a change of terrain onto a concrete surface.
7. The officer must climb one flight of stairs. The officer will identify the suspect described at the beginning of the foot pursuit by shouting out the number attached to the suspect matching the description.
8. Finally, the officer will move a dummy weighing approximately 150 pounds to a designated line 10 feet away. Timing of the events stops when the entire dummy passes over the line.

An officer who is able to complete the entire series of events successfully, in proper sequence and within 58 seconds or under passes the test.

COURSE REQUIREMENTS

Testing shall be done once a year for sworn personnel. Sworn personnel not completing the test in the required time will be required to retake the test according to the association contract.

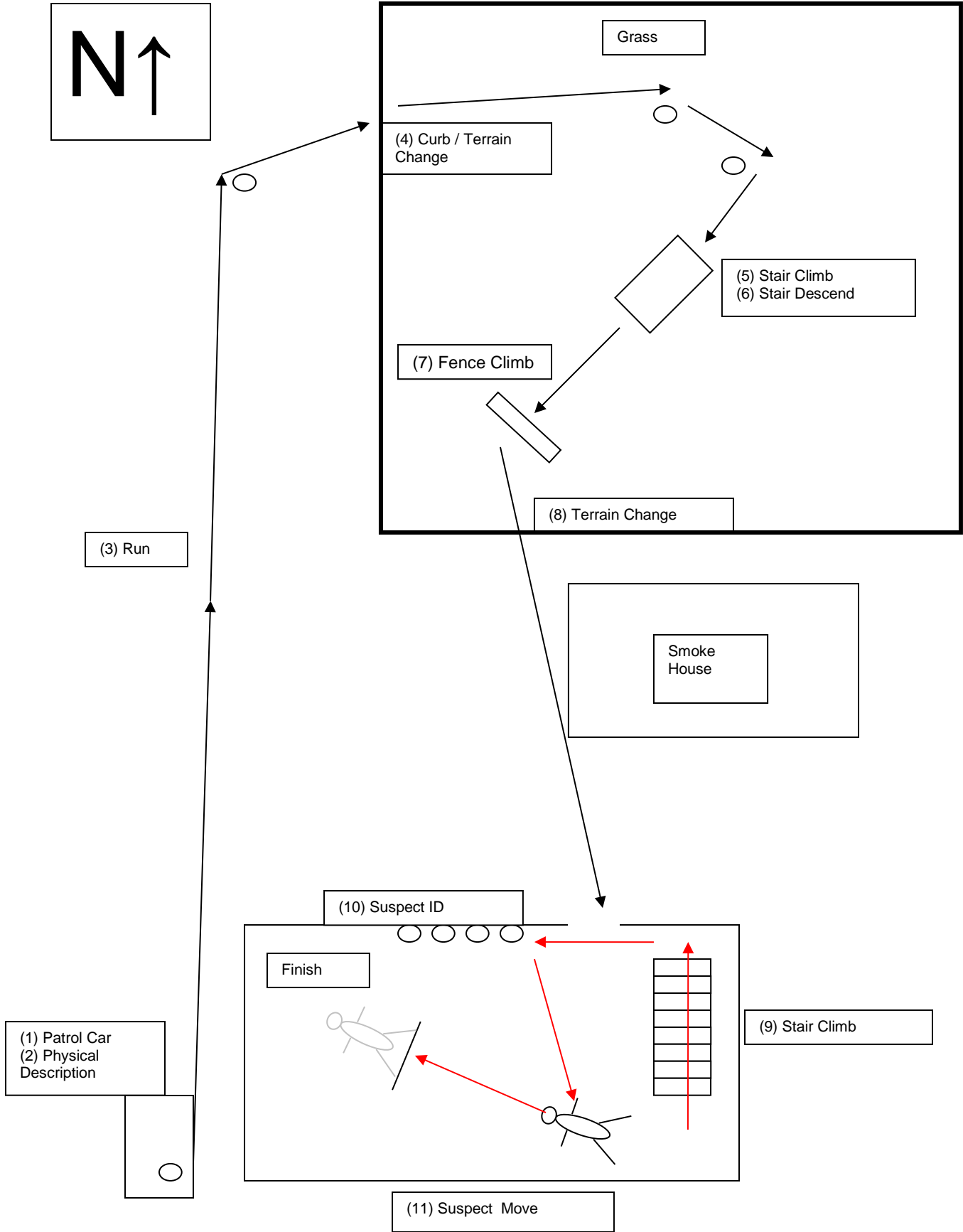
Sworn personnel and applicants are required to pass the test in 58 seconds or less.

All sworn personnel will be required to take the annual test. Only the Public Safety Director or assigned designee may excuse an officer from the mandatory testing.

Persons not passing the test during the year will be rated unsatisfactory in this area on their annual employee evaluation. Repeated failures by an officer who has not successfully completed the test may result in further disciplinary action being taken by the Department, as stipulated in the collective bargaining agreement.

(See Appendix A for sample map illustrating the entire test sequence, course requirements, and test requirements).

Appendix "A"
Grants Pass Department of Public Safety
Police Physical Agility Examination



Answer any questions and have the candidate get into the car. Make sure the car door is closed BEFORE reading a description of the suspect, then say:

“Are you ready to begin?”

Wait for the applicant to respond. If the applicant is ready, read one of the following four descriptions and tell the candidate to GO.

A criminal suspect has just been seen fleeing from the scene of a crime. He is wearing:

1. **A black jacket and red baseball cap** or
2. **A red vest with a black baseball cap** or
3. **A green camouflage jacket with a green camouflage cap** or
4. **A blue shirt with a black baseball cap hat.**

“Ready, GO”

Make sure the test monitor knows the number of the suspect the applicant should shout out and make sure the applicant correctly identifies that suspect. Record the applicant’s name and a “Pass” or “Fail” on a physical agility examination record form depending on whether they successfully completed the test. Also, the shirt and hat types and colors on the suspects should correspond to those read to the applicants.

**Grants Pass, OR Public Safety Department
Police Physical Agility Examination
Test Administration Script**

Instructions for preparing all candidates:

Prior to testing applicants, tell all of them:

“The physical agility examination which you are about to take assesses whether a person has the basic physical skills necessary to be a Grants Pass Department of Public Safety police officer. Before having you complete the exam, I will walk all of you through the entire course allowing you to become familiar with the events you will encounter. Please ask any questions that may arise at any time throughout the walk-through. **PLEASE REMOVE ALL WATCHES, RINGS, PAGERS AND GLOVES FOR THIS TEST.**”

Walk applicants through the entire course and briefly describe each event. If applicants have any questions, stop walking and answer them; then proceed with the rest of the course.

When you get to the suspect identification event, be sure to tell all applicants that the suspects are not real but are mannequins and they must shout out the proper suspect ID number before going to the next exercise.

Bring all applicants to the starting point after the walk-through. Ask applicants if they believe they are physically capable of safely performing all events prior to them going through the course. If any applicant indicates they are not capable for some reason, determine if a reasonable accommodation can be made.

If a reasonable accommodation cannot be made, do not have the applicant go through the course and contact a department representative.

Regarding scoring of the applicants, tell all of them:

“You must successfully complete all events in 58 seconds or less to pass this course. Unsuccessful completion of any event will result in failure of the physical examination”

Finally, in order to test applicants one at a time, tell all of them:

“Applicants will proceed through the course one at a time. When I call your name, please step up to take the exam. For everyone else, please wait patiently until your name is called.”

Testing an applicant

Make sure the applicant is wearing only the necessary equipment (the utility belt, handcuffs, gun in holster, two magazines and one bullet proof vest). Reminder: no rings, watches, pagers, and gloves.

Prior to having the candidate sit in the police car, say”

“As a reminder, once a physical description of a criminal suspect has been provided you will begin the examination and timing will start when you open the car door. Do you know what you are expected to do?”

APPLICANTS WILL WEAR THE FOLLOWING DURING TESTING

Supplied by the department:

Utility belt
recommended)
Handcuffs (1 pair) in case
1 can of chemical agent in case
Gun in holster (unloaded / inoperable)
Magazine pouch with 2 magazines
Ballistic vest

Supplied by candidate:

Sport shoes (sneakers)

Pants with belt loops and a belt

MATERIALS

2 stop watches	1 patrol car
1 administration script	1 chain link fence (8 feet wide by 6 feet high)
1 platform with 4 steps on either side	1 approximately 150 pound dummy
4 mannequin or cardboard torsos	4 hats and 4 shirts

ENVIRONMENTAL CONDITIONS

The physical agility examination is administered outdoors and the weather should be dry. The test should not be administered during a heavy downpour of rain. Alternative days (rain-days) for testing should be scheduled in case the weather does not permit testing on originally scheduled days.

ASSUMPTIONS

1. Sports shoes are recommended and since a utility belt and police equipment will be worn by the applicant at all times during the test, pants with belt loops and a belt are required. Because they have no belt loops, sweat pants are NOT allowed. Shorts are NOT allowed for safety reasons (i.e., they do not provide adequate coverage of the skin which could be damaged severely in a fall). A belt is required because the police utility belt needs to be attached to it.
2. Timing of the exam will begin after the applicant has been given a physical description of the suspect and opens the patrol car door. The test monitor/s will activate two stop watches simultaneously.
3. Testing must be completed by the applicants in the exact sequence listed below.
 - o Listen to the test instructions
 - o Receive a physical description of the suspect
 - o Open a car door and get out
 - o Begin the approximately 150 feet run
 - o Run over a curb onto the grass
 - o Climb approximately 4 stairs
 - o Jump down approximately 3 feet from a platform
 - o Climb over a six foot chain link fence
 - o Run from the grass, over a curb to a concrete surface
 - o Climb up 1 flight of stairs
 - o Identify the suspect (mannequin) by shouting out the correct number
 - o Move the dummy (approximately 150 pounds) from a prone position to a point 10 feet away
 - o Timing is stopped when the entire dummy crosses the line
 - o The fastest time between the two stop watches is recorded

4. There will be an orientation and walk-through for all candidates. The applicants will be instructed that there is no real suspect. No one will be allowed to take the test unless they fully understand what is expected of them.

EVENTS

1. Patrol Car: Wearing a police utility belt and the equipment listed above, the applicant will sit in the driver's seat of a patrol car with the doors closed and await further instructions.
2. Physical Description: A test monitor will give the candidate verbal instructions to pursue a fleeing felony suspect (fictitious) by providing a description of what the suspect is wearing (for example, a straw hat and yellow T-shirt). The test monitor will provide two pieces of descriptive information. The applicant must then complete the following physical tasks:
3. Run: The applicant must get out of the car and run a distance of about 150 feet. Timing begins when the applicant opens the car door.
4. Curb / Terrain Change (1): The applicant must jump over a curb onto a grass terrain.
5. Stair Climb (1): The applicant will climb a few stairs during the foot pursuit.
6. Descend from Elevated Surface: After climbing the stairs, the applicant must descend down approximately 3 feet from the platform at the top of the stairs.
7. Fence Climb: Near the end of the run, the applicant must climb over a six foot chain link fence.
9. Stair Climb (2): After climbing over the fence, the applicant must climb one flight of stairs.
10. Suspect ID: The applicant will then identify the suspect described at the beginning of the foot pursuit by shouting out the number attached to the suspect matching the description.
11. Suspect Move: The applicant will then move the dummy weighing approximately 150 pounds to a designated line 10 feet away. Timing of the events stops when the entire dummy passes over the line.

CRITERIA FOR PASSING THE EXAM

1. Applicants must complete all events in 58 seconds or under.
2. Applicants must complete all events in the specified amount of time in the required sequence or they fail the examination.
3. Applicants must correctly identify the suspect.
4. Upon completion of the test, applicants will be informed of their pass / fail status.

COURSE LAYOUT

Most of the components of the physical agility course are not movable. The curbs, fence climb, terrain changes, stair climb, asphalt, concrete, and grassy areas are fixed objects. The placement of traffic cones, the patrol car, stairs for stair climb (1), dummy and mannequins are the only objects which must be consciously placed in the same location as they were during field testing. Use the markers on the course and the objects within the course to guide the placement of these moveable objects. It is important for standardization purposes that testing is conducted with the course layout exactly as it was during field testing.

ATTACHMENT 2 – STEP 7 APPLICATION

**GRANTS PASS DEPARTMENT OF PUBLIC SAFETY
STEP 7 APPLICATION**

EMPLOYEE: _____ **HIRE DATE:** _____

The classifications of Police Officer, Police Corporal and Dispatcher are eligible to advance to Step 7 of their salary range when they meet the criteria defined in Exhibit B. The preliminary qualifications include 200 career development points. A step 7 application identifying the 200 career development points must be completed and submitted to the Public Safety Executive Assistant for consideration. Rate changes occur the start of the pay period following receipt of the approved application by the Human Resources Department. Step 7 is not applied retroactively.

CAREER DEVELOPMENT CRITERIA:

YEARS OF SERVICE

(7 points for each year of public safety service to a maximum of 50 points)

Date:	Assignment:	Points:	Approved:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Total Points:	_____ (max 50)

SPECIALTY ASSIGNMENT

(25 points for 2 years' service in Crime Prevention, Detective, Training, Accountability, Traffic/Motor, School Resource Officer, SWAT, C.I.N.T., K-9 Officer, OIC, or N.I.T., or serve as FTO/CTO/ RTO to a maximum of 50 points)

Date:	Assignment:	Points:	Approved:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Total Points:	_____ (max 50)

CERTIFICATION

(25 points for Advanced DPSST certificate)

Date:	Certificate:	Points:	Approved:
_____	Advanced DPSST _____	_____	_____

EDUCATION

(1 point per credit for college credits to a maximum of 25 points in this category, Associate's = 50 points, or Bachelor's degree = 100 points to a maximum of 100 points)

Date:	Credits and/or Degree:	Points:	Approved:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Points:			_____ (max 100)

DEPARTMENT COMMITTEES AND OTHER COMMUNITY ACTIVITIES

(5 points for participation in committees or activities of each event. Examples of events include American Cancer Society Relay for Life, coaching organized youth activities, participation with Boys and Girls Club, enrollment and attendance at civic groups, Paint Your Heart Out, MADD member, Special Olympics, Tip a Cop, volunteerism in organized civic, military, and or non-profit organizations to a maximum of 25 points)

Date:	Committee and/or Activity:	Points:	Approved:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Points:			_____ (max 25)

DEPARTMENT INSTRUCTOR:

(1 point for each hour of approved instruction to a maximum of 25 points)

Date:	Type of Instruction:	Points:	Approved:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Points:			_____ (max 25)

MILITARY / VETERAN:

(20 points for minimum 4 years' service to a maximum of 20 points)

Service Date:	Service Type:	Points:	Approved:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Points:			_____ (max 20)

