AGREEMENT BETWEEN

THE CITY OF ROSEBURG

AND

ROSEBURG POLICE EMPLOYEES ASSOCIATION

2024 - 2027

City of Roseburg/RPEA CBA

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2024-2027 POLICE EMPLOYEES ASSOCIATION AGREEMENT

PREAMBLE

This Agreement is entered into between the CITY OF ROSEBURG, OREGON, hereinafter referred to as the "City", and the ROSEBURG POLICE EMPLOYEES' ASSOCIATION, hereinafter referred to as the "Association."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Association; and set forth herein the basic and full agreement between the City and the Association. Such agreement does not restrict the Association's collective bargaining rights on matters not contained in this agreement as prescribed by Public Employees Collective Bargaining Act.

ARTICLE 1 RECOGNITION

The bargaining unit shall consist of all full-time and regular part-time employees of the City employed in the Police Department in the following classification: Police Officer, Corporal, Police Administrative Technician and Records Specialist.

The Association is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations.

ARTICLE 2 MANAGEMENT RIGHTS

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

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

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ARTICLE 3 HOURS OF WORK

3.1 <u>Workday</u>

The workday shall consist of ten consecutive hours for patrol personnel and eight consecutive hours for all other personnel. Detectives shall work a forty-hour week at eight hours per day with a paid one-half hour lunch.

3.2 <u>Workweek</u>

The workweek shall begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. The normal work schedule shall consist of forty hours in a seven-day workweek. The workweek shall consist of a seven-day work schedule with five consecutive eight-hour days, with two days off or with four consecutive ten-hour days with three days off or any other schedule mutually agreed to by the City and the Association. The five consecutive eight-hour days for Detectives may be flexed to include Saturdays and Sundays without incurring any overtime pay up to forty hours per week.

3.3 Rest and Meal Periods

Non-sworn employees shall receive a one-hour unpaid lunch break and two fifteen-minute paid breaks. Patrol and Detectives personnel shall receive a one-half hour paid lunch break and two fifteen-minute paid breaks.

3.4 <u>Shift Bidding</u>

Prior to the month of November, employees may, based on seniority, choose the sergeant for his/her work team to begin on or about January 1 of the following year. The first employee eligible to sign-up by seniority has four shifts to complete their selection. The following employees have two shifts to complete their signups.

Should reassignments, transfers or any unexpected events cause scheduling problems, the least senior employee per team shall be moved to accommodate the scheduling need, unless a senior officer requests the transfer.

During the rotation to shifts, in the case of uneven shifts, personnel shall choose the shift they will work based on seniority on the affected shift. In any event, the affected personnel will return to their chosen team when staffing allows.

In no event shall these bidding rights apply to probationary officers.

3.5 Shift Change Notification

Schedule adjustments will not be made only to avoid the employee's accumulation of overtime or compensatory time. Recording overtime or compensatory time compensation shall be at the discretion of the officer when appearing for court outside the hours of their regularly scheduled workday. An officer who attends court on a workday may request a shift adjustment in lieu of overtime compensation and may annex the court time to their work shift in order to work straight through.

City shall provide 24-hours' notice prior to any change. Failure to provide 24-hours' notice shall result in the payment of overtime for all time worked in the adjusted shifts, up to a maximum of three shifts. In the event of a known manpower need of ten or more days in length such as to cover extended vacations, family leave, or sick time, hours of work and/or shift change adjustments may be made at any time during the known period of need. Reporting during such times shall not constitute a callback under Article 4.3 of this Agreement.

Shifts and days off may be adjusted to day shift for the duration of the training not sponsored by the Roseburg Police Department in which an officer is enrolled or for the duration of any paid administrative leave.

ARTICLE 4 OVERTIME

4.1 <u>Overtime</u>

Patrol

Overtime shall be defined as hours worked beyond the employee's regularly scheduled workday, or any hours worked in excess of 160 in a 28-day work period.

Other Personnel

- A. <u>Detectives and Administrative Services</u>. Hours worked beyond the regularly scheduled workday or forty in a five-day, Monday through Friday, workweek.
- B. <u>Records Specialists and Police Administrative Technician.</u> Hours worked beyond eight in one day or forty in one workweek.

4.2 Form of Compensation

Employees will be granted overtime or compensatory time off at the rate of time and one-half at their option. Accrued compensatory time shall not exceed eighty (80) hours. Compensatory time use shall be scheduled by mutual agreement between the employee and the Chief of Police or a designee. Every effort shall be made to schedule compensatory time consistent with the employee's wishes and the operational needs of the department. At separation from the City, any accrued compensatory/vacation time up to the maximum allotted amount will be paid.

Members of the Emergency Response Team, K-9 Officers, and the Hostage Negotiating Team can either choose compensatory time or overtime for supervisor approved training related to those assignments.

4.3 <u>Callback</u>

Employees called back to work on their regularly scheduled workday shall receive a minimum of two hours overtime compensation unless the time is annexed to either end of their regularly scheduled hours of work.

Only scheduled court appearances that are a result of the employee's employment with the City will receive compensation. Scheduled court appearances shall be paid as continuous time if within one hour of either end of the employee's shift. During such continuous time the employee shall not be required to engage in other department business unless operationally necessary. If the court time occurs more than sixty minutes prior to or after the employee's shift they shall receive a minimum of two hours overtime.

When scheduled for two or more court sessions on the same day, only one session will be paid the minimum call back. Notwithstanding Article 4.6, for any additional mandatory callback, the employee shall be paid the actual time worked or one hour, whichever is greater.

Employees participating in background investigations, the hiring board, supervisory meetings and FTO meetings shall be given 48-hours' notice of such meetings. Employees scheduled for training time shall receive notice seven days in advance of such training. If the 48-hour and seven-day notices are given, attendance at such meetings and training will not be eligible for call back pay regardless of the day the activity takes place.

Employees assigned to graveyard shift shall receive a minimum of four (4) hours overtime compensation if called back for court appearances. Employees assigned to graveyard shift shall receive a minimum of two (2) hours overtime compensation for virtual or phone court appearances, which require authorization from a Watch Commander and the court for which they are appearing.

Employees assigned to swing shift shall receive a minimum of four (4) hours overtime compensation if called back for court appearances with less than eight (8) hours off between the end of their shift actually worked and the scheduled court time. Employees who appear for court virtually or by phone, with the authorization of a Watch Commander and the court for which they are appearing, will receive a minimum of two (2) hours overtime compensation if the court appearance is less than eight (8) hours from the end of a shift they actually worked and the scheduled court time.

Employees called back on their day off shall receive a minimum of four hours of overtime compensation. Employees called back for court on their regularly scheduled day off, who appear by phone or virtually with the authorization of a Watch Commander and the court for which they are appearing, shall receive a minimum of two (2) hours of overtime compensation.

4.4 <u>Standby for Court</u>

In the event an employee is requested to remain on cellular telephone standby within the Roseburg area, the employee shall receive straight time during the waiting period.

4.5 <u>Court Subpoenas</u>

The City shall accept subpoenas for officers prior to any scheduled court appearance. The City will accept service and serve the subpoenas on the officers through Department mail with the exception of quick set Grand Jury.

4.6 <u>No Pyramiding</u>

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

4.7 Court Cancellation

If any employee is not notified of court cancellations or changes by 6:00 p.m. the day prior to the scheduled court appearance, that employee will receive four hours of overtime compensation if the court time falls on their regularly scheduled day off and two hours of overtime compensation if it falls on their regularly assigned workday. The officer is obligated to check the District Attorney's Code-A-Phone and his/her own department email for cancellation notices. The City shall not be obligated to pay additional overtime if an employee does not follow the procedure to check email and Code-A-Phone.

4.8 <u>Working Out of Class – Records Section.</u>

A bargaining unit member in the Records Section temporarily assigned to act in the capacity of a bargaining unit or non-bargaining unit position classified at a higher rate of pay shall be paid an additional 5% (or at the bottom step of the higher pay scale, whichever is greater) for time spent in such assignment after two or more working days.

ARTICLE 5 MILEAGE AND PER DIEM

Per diem shall be paid at the rate established by the City Manager for all city employees. The amount established by the City Manager will not be reduced from the current level. If travel does not involve the entire day, meal reimbursement shall be at the per meal rate established by the Chief of Police in order to receive reimbursement.

Whenever possible, a City vehicle should be used while traveling on City business. If a City vehicle is not available, mileage will be reimbursed at the current I.R.S. rate. If, however, a City vehicle is available and the employee elects to use his/her own vehicle, reimbursement shall be at the City's per-mile adopted rate. Employees should contact their supervisor to obtain a vehicle.

In addition, the City will pay reasonable lodging expenses directly if the employee has received prior permission to stay overnight.

ARTICLE 6 COMPENSATION

6.1 <u>Wages</u>

The salaries to be paid by Employer to members of the Association are set forth in Exhibit "A."

Effective July 1, 2024, salaries for all personnel shall be increased by five percent (5%) across the board.

Effective July 1, 2025, salaries for all personnel shall be adjusted across the board by five percent (5%).

Effective July 1, 2026, salaries for all personnel shall be adjusted across the board according to the CPI-W Western Region Index annual percentage for calendar year 2025 with a minimum of 2% and maximum of 5%.

6.2 Movement on the Schedule

Step increases will be granted annually up to step 6 or current pay scale on the basis of merit as reflected by a satisfactory evaluation.

ARTICLE 7 INSURANCE

7.1 <u>Coverage</u>

City shall maintain the current, or a substantially comparable medical, dental, life, vision and disability insurance program (Plan A) for the life of the agreement. Changes that may be necessitated by market conditions will be handled as required by the terms of this contract and applicable law. Employees must insure all qualified dependents under the benefit plan as they initially become eligible. There are no provisions for late enrollment.

In addition, the City will make available a second higher deductible health insurance plan (Plan B). For those employees who select Plan B, the City will make an annual Health Savings Account (HSA) contribution of \$750 per individual/\$1,500 per individual + 1 or more. Employees who select Plan B will not be required to contribute to the monthly premium during the years they are enrolled in that plan.

7.2 Medical Policy

For those employees who select Plan A, the City shall pay cost of medical premium decreased by employee contribution of:

Full Family	\$145.00 per month
Employee & Spouse	\$141.00 per month
Employee & Children	\$137.00 per month
Employee Only	\$126.00 per month

The City shall provide the plans as proposed by the providers or a substantially comparable plan.

The City shall pay the cost of the medical premium, decreased by any applicable amounts listed above. Consistent with the provisions of the Affordable Care Act, if the amount of the employees' contribution to the monthly premium ever equals or exceeds the amount of 9.5% of the federal poverty level (FPL) for the lowest cost self-only coverage that provides minimum value, the employees' contribution will be limited to the amount that equals 9.5% of the FPL, and the Employer will pay the remainder of the monthly premium.

Notwithstanding the preceding sentence, if the Employer receives notification that its contribution to the monthly premium will exceed an amount sufficient to trigger the "Cadillac Tax", then the

Employer shall have the right to immediately reopen Article 7 for the purpose of renegotiating wages and the health insurance provisions. Similarly, should a federal or state agency or court issue a decision that would result in the Employer incurring any taxes, penalties or additional costs other than the Employer's monthly contribution amount set forth above, the Employer shall have the right to immediately reopen Article 7 for the purpose of renegotiating wages and the health insurance provisions.

The parties acknowledge that rules and guidance are still being issued by federal agencies charged with implementation of the Affordable Care Act. The parties agree that should rules or guidance be issued that would alter or modify the intended agreement between the City and Association; either party may request a special conference to discuss the matter.

7.3 Dental Policy

City shall pay the full premium for dental insurance for the life of the Agreement.

7.4 Life Insurance Policy

The City will maintain the current or substantially comparable life insurance plan for the life of the agreement at no premium cost to the employee.

7.5 Disability Insurance

City shall pay the full premium for long term disability insurance for the life of the Agreement.

7.6 <u>Part-Time Employees</u>

Regular part time employees' benefits shall be in proportion to hours worked (i.e., 30 hours = 3/4 benefits).

7.7 <u>Vision Insurance</u>

The City agrees to provide and pay premium for vision coverage at current or substantially comparable benefit levels through the life of the agreement.

7.8 Health Reimbursement Arrangement

The City will pay 5.0% of actual wages on behalf of each employee into the Health Reimbursement Arrangement. These HRA contributions shall be paid into the HRA monthly, and shall be nontaxable except as required by law.

7.9 Flexible Spending Account

Effective, July 1, 2014, the City will provide access to a Flexible Spending Account program, allowing employees to set aside pre-tax dollars for eligible unreimbursed medical and dependent care expenses.

ARTICLE 8 VACATION

8.1 Accrual Rate

Employees will be entitled to and encouraged to take vacation with pay during each year of employment in accordance with the following benefit schedule:

10 days (6.67 hours per month)
15 days (10 hours per month)
20 days (13.33 hours per month)
25 days (16.67 hours per month)
27 days (18 hours per month)

Vacation will accrue on a monthly basis and may be taken only after six months of employment unless otherwise authorized by the Chief of Police or their designee. Nonbid vacation time may only be used in increments of one-half hour or more.

8.2 Maximum Accrual

Employees may accrue a maximum of 240 hours of vacation time. An employee subject to loss of vacation by over accrual must be granted sufficient time off to prevent loss of vacation time or else be granted authorization to exceed the limit. Upon separation from the city, any excess hours over 240 will be lost.

8.3 <u>Retirement</u>

An employee will be allowed to increase his/her maximum vacation accrual to 480 hours during the three-year period prior to his/her earliest non-penalty retirement date. Upon retirement or termination, the employee will be paid a lump sum for all accrued vacation time not used. Any excess hours over 480 will be lost.

8.4 <u>Donation</u>

Employees may donate up to eighty hours of accrued vacation leave to fellow employees who are on extended leave for an eligible reason and have exhausted, or are expected to exhaust all leave available to them. In rare circumstances, with prior authorization from the Chief of Police, an employee may be allowed to donate more than 80 hours in a year. Employees donating vacation leave must still have eighty hours available for their use after donating vacation hours. The choice of employees to receive donated hours will be solely at the discretion of the donating employee. These donations will be hour for hour and receiving employees shall receive pay at their pay rate regardless of the rate of the donating employee. Payroll must be notified of this change by the established cutoff date for payroll changes. Employees may also donate accrued compensatory time. Employees donating compensatory time must also have eighty hours vacation available for their own use. Any time donated under this provision will be voluntary and non-refundable.

8.5 Vacation Bidding

Each employee, based on seniority, may schedule priority vacation time to be taken during the

following year in the manner described in this section.

Within the first two weeks of the annual rotation, employees desiring to do so will bid his or her priority eight (8) or ten (10) days of vacation [8 days for those on 4-day work weeks; 10 days for those on 5-day work weeks]. This priority vacation shall not be canceled or interrupted except for an unanticipated organizational need as determined by the Chief of Police. The officers will attempt to ensure that the municipal and state courts are aware of priority vacations and take them into account when scheduling trials; however, the parties recognize that the City cannot control or compel the Court in this regard.

After the most senior employee desiring to do so has scheduled their priority vacation time, the next senior employee will be given an opportunity to do so, until all employees have scheduled their priority vacation. After each employee has had an opportunity to bid his/her vacation time, employees may schedule any additional vacation including non-scheduled priority vacation on a first-come, first-serve basis.

During instances where a Master Officer is not assigned to a patrol team, a Watch Commander from that team may utilize priority vacation throughout the year upon providing a minimum notice of three (3) weeks, not to exceed the allotted eight total priority vacation shifts authorized. Watch Commanders are to avoid scheduling priority vacation on the same day and consecutive shifts of known Watch Commander absences, to avoid Watch Commander coverage issues.

The following considerations apply to vacation bidding and scheduling:

- 1. Only one employee at a time, per each shift, may schedule or take vacation, unless staffing permits more than one employee to take time off, as determined by the City.
- 2. Times may be blocked from vacation prior to the bid to meet annual department wide training requirements. As a general rule, the City will keep such blocked time to a minimum and will not block weeks during the Summer and Fall months.
- 3. Additional time off may be granted by the department head or designee as scheduling and operational considerations permit throughout the year.
- 4. Vacation time that exceeds the eight (8) or ten (10) days cannot be guaranteed; however, efforts will be made, as the City has always done, to accommodate the employee's requested vacation. Such scheduling shall be at the City's discretion.

8.6 <u>Court Callback</u>

When an employee schedules vacation, they will notify the appropriate courts (i.e.: Circuit, Municipal, Juvenile) via email of those vacation dates and receive an acknowledgement from those courts.

After being served a subpoena that requires the employee's presence in court on a regularly scheduled duty day that conflicts with the employee's vacation, as soon as possible the employee will notify the appropriate court via email of that conflict and make a concerted effort to have the conflicting court moved to another date.

If the court does not allow this change, and the employee appears as required by a subpoena, the employee shall provide their Sergeant, or supervisor, with the sent and received email(s). The employee shall then have the entire vacation time for that day (10 hours for those assigned to patrol and 8 hours for those assigned to detectives or administrative positions) returned to the employee's vacation bank. This shall be in conjunction with the appropriate call back language found in Article 4.3 and 4.4.

ARTICLE 9 RETIREMENT

9.1 <u>Retirement</u>

The City shall continue to participate in the Public Employees Retirement System or its successors as determined by the State of Oregon. For the life of this Agreement, the City shall pay the six-percent employee's contribution.

Oregon Public Service Retirement Plan (OPSRP). During the term of this Agreement the City shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The City shall pick up, assume and pay the employee's contribution to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative Rules pursuant to OPSRP statutes.

9.2 Sick Leave Conversion

Fifty percent of accumulated, unused sick leave shall be converted to retirement benefits pursuant to the Public Employees Retirement Act.

ARTICLE 10 HOLIDAY

10.1 Designated Holidays

The following paid holidays will be recognized and observed by the date established by state statute and so recognized and approved by the City:

- 1. New Year's Day
- 2. President's Day
- 3. Martin Luther King Jr. Day
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. Day after Thanksgiving
- 10. Christmas Day
- 11. One additional day to be scheduled by the Chief or designee according to the best operational interest of the department. The Police Chief will notify staff sufficiently in advance of the schedule. The holiday for the Uniform Patrol Division will be recognized as Columbus Day.

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10.2 Holiday Pay

Employees shall receive one day's pay (at the eight-hour rate) for each of the holidays listed above. Those employees assigned to an eight-hour day who will, by schedule, receive the day off from work, will receive their regular pay. Those employees assigned to a ten-hour day who may, by schedule, have the day off will take off the ten hours for the holiday. Those police officers and corporals assigned to patrol will receive pay at time and one half for ten hours for all of the designated holidays whether or not they work on the holiday.

ARTICLE 11 SICK LEAVE

11.1 Accrual

Accrued sick leave shall be earned for the purpose stated herein by each employee at the rate of eight hours for each full calendar month of service and employees assigned to work a ten-hour shift will earn ten hours of sick time for each calendar month of service, commencing with the date of employment, but in no event will an employee be allowed to use sick leave during their first thirty days of employment, unless authorized by Chief of Police. There shall be no limit on the number of days that can be accrued.

11.2 Utilization

Employees are eligible for sick leave for personal illness or physical disability. Sick leave may not be taken in less than one-half hour increments. Sick leave may be used if the employee is a donor for a bone marrow transplant.

The City may require a doctor's verification of illness as a condition of payment of sick leave benefits if the City has previously warned an employee in writing that it believes the employee is abusing sick leave. This requirement will only be imposed for a maximum of six months for a first occurrence. If an employee is again notified in writing, after the first occurrence, and is within five years of that warning, the employee may be required to obtain a doctor's verification of illness for a maximum of two years.

Under no circumstances shall the City grant an employee sick leave with pay for injury or illness resulting from employment other than with the City if workers' compensation is available at said employment, regardless of whether the claim is presented and/or accepted.

11.3 Family Use

Employees may use sick leave when there is an illness in their immediate family, in order to provide assistance and/or care to the ill relative as provided for in OFLA or FMLA and City policy, whichever is most advantageous to the employee. For the purpose of this section, the immediate family shall be defined as persons living in the employee's household but shall also include parents, children, brothers and sisters who may not be living in the household as well as all others defined by OFLA and/or FMLA.

11.4 <u>Without Pay</u>

Upon application by the employee, sick leave without pay may be granted or renewed by the City for up to six months after accrued sick leave, vacation and holiday time have been exhausted. When the employee goes into sick leave without pay status they will not accrue benefits. The employer may require that the employee submit a certificate from a physician during the period of such disability.

11.5 Leave Credit

An employee who is recalled by the City following a layoff shall have sick leave credits accrued during the previous employment restored.

11.6 Integration with Workers' Compensation

When an injury occurs in the course of employment, and the employee complies with light duty requirements, the City will pay the difference between any disability payment or time loss payment received under workers' compensation laws and the employee's net pay. Such payment by the City shall not be deducted from the employee's accumulated sick leave. Employees receiving benefits under this section will continue to receive benefits as provided elsewhere in this Agreement except that they will not accumulate sick leave during the time they are on workers' compensation or other disability payments.

11.7 <u>Misuse</u>

Misuse of sick leave may be grounds for disciplinary action.

11.8 Light Duty

This section applies to illness or injury that took place on or off the job. In the event all light duty assignments cannot be accommodated, those who have sustained an on-the-job injury shall take precedence in light duty tasks over those incurred off the job.

When an employee is unable to perform the regular duties of his/her position, due to an injury or illness, he/she shall be assigned to a light duty position.

The employee shall provide a doctor's statement that he/she is unable to perform his/her regular duties. A release for physician's information on physical capacities, duration of treatment expected and prognosis as pertains to that particular illness or injury is to be provided to the City and will be assigned by the employee.

Job descriptions and required activities will be provided to the attending physician to assure proper assignments for light duty.

Light duty assignment will be determined by the Chief of Police and Personnel Director and will be assigned as appropriate within any department within the City. If, in the opinion of the doctor, the employee is not capable of the assigned work, the employee may be assigned to another available light duty assignment. This may be in any suitable task beneficial to the City of Roseburg that can be safely performed by the employee.

When on light duty, the workweek schedule shall be forty hours on such days and during such hours as determined by the Police Chief based on operational needs and light duty release considerations. The City will attempt to schedule light duty based on regular work schedule of the employee. When an employee is unable to work the full schedule, by virtue of the extent of the illness or injury, a part time schedule can be arranged to meet the employee's physical capacities as determined by the attending physician.

There will be no charge of sick leave for attendance at the doctor's office, or for therapy due to the injury or illness that is job related and the subject of an accepted workers' compensation claim. Sick leave provisions will apply in the event the illness or injury is not an on the job injury. However, light duty participants are encouraged to schedule physical therapy of medical appointments around the modified work schedule as much as practical, preferably at the beginning or end of assigned work hours. Verification of appointments with medical providers may be requested.

Time worked under light duty assignments will be considered as any other time worked in determining seniority.

No overtime will be paid while employees are on light duty assignment without supervisor's approval.

Light duty assignments are not expected to extend beyond ninety days unless full recovery is expected. In that event, a full medical report and prognosis for full recovery shall be provided by employees attending physician. The decision to continue light duty shall be made by the Chief of Police based on this medical opinion. Accommodations for an identified disability shall be handled under the provisions of the Americans With Disabilities Act. Employee may identify and request needed accommodations. This policy shall also comply with all applicable sections of the State of Oregon and/or Federal Medical and Family Leave Policy.

In every instance, this policy shall be coordinated and supervised by the Chief of Police with cooperation from the Personnel and Finance Departments. All supervisors and employees shall assist in the full recovery and re-integration of co-workers into light duty and regular assignments as much as possible.

Light duty is intended as a temporary assignment only. No regular position will automatically be created to accommodate light duty restrictions on employees' activities.

A doctor's release will be required stating the employee is capable of returning to regular duty and the City may require a certification from a physician of its own choice.

11.9 Attendance Leave Incentive

Full time employees who maintain a bank of 480 hours or more of sick leave from July 1 to June 30 of each year are eligible to participate in the Attendance Incentive Program. Eligibility for part time employees shall be on a proportionate basis of the above. For eligible employees:

A. The first five months of sick leave accrual earned but not used in the fiscal year shall be retained in the employee's bank.

- B. The remaining months of sick leave accrual earned but not used in the fiscal year shall be purchased back at an hourly rate equal to fifty percent (50%) of the employee's actual wage (including only DPSST and education incentives) which shall be paid into the employee's Health Reimbursement Arrangement, and the total sick leave accrual shall be reduced by the number of hours purchased. This payment shall be made based on the June 30 base wage (of the prior year) during July of the succeeding year.
- C. All payments to the HRA shall be considered part of total compensation.

11.10 Compliance

To the extent that the City is required to comply with any provisions of Federal and/or State laws applicable to sick leave that conflict with or alter the employer's obligations under any of the provisions of the Agreement, the City will comply with the required provision of Federal and/or State laws, whichever is most advantageous to the employee.

ARTICLE 12 MISCELLANEOUS LEAVE

12.1 Miscellaneous Leave With Pay

An employee is entitled to leave from his/her duties without loss of time, pay or leave benefits for absences caused by:

- A. Time necessary for voting, if the employee is unable to vote before or after working hours due to work schedule.
- B. Funerals. Paid funeral leave shall consist of four hours in the Roseburg area for nonfamily and up to one day when attendance at the funeral requires travel beyond the Roseburg area.

A maximum of five work days shall be allowed for members of the immediate family ("immediately family" as defined in City Personnel Policies) in the State of Oregon. A maximum of seven work days shall be allowed for members of the immediate family outside the State of Oregon. Time off may be granted upon recommendation of the Chief of Police for relatives not listed in this Article and such time will be deducted from vacation, compensation time or sick leave or it may be taken as leave without pay.

Additional time in excess of seven work days and time off for funerals of others not listed as "family members" may be approved or denied on a case-by-case basis.

- C. Duties occasioned by:
 - 1. Jury service, unless said service falls on an employee's own time. Any pay received for jury service shall be turned over to the City Finance Department.
 - 2. Attendance in court resulting from official duties.

- 3. Court time for personal business will not be compensated for under this section.
- 4. Whenever an employee that is working graveyard is called for jury duty, the department will transfer the employee to day shift and move another employee to graveyard for the duration of the jury duty assignment if operationally necessary. The City may direct an employee to change shift in accordance with this paragraph without reapplication of Article 3.5.

12.2 Leave Without Pay

An employee may be granted a leave without pay for a period not exceeding one year. Request for shift leave including sick leave without pay must be in writing and establish reasonable justification for the approval by the Chief of Police and the City Manager. While on leave without pay status the employee shall have the option to pay medical, dental and life insurance premiums under the group plan. No other benefits such as seniority, retirement, vacation or sick leave shall accrue while the employee is on a leave without pay status.

12.3 Parental Leave

Parental Leave shall be in accordance with the City's policy. The policy shall follow applicable State and Federal law.

ARTICLE 13 UNIFORMS AND EQUIPMENT

13.1 <u>City Obligations</u>

City will provide all authorized uniforms and equipment, including but not limited to leather gear, handcuffs, magazines and firearm for sworn personnel. The make, style and model of all duty gear issued and owned by the City will be determined by the City. The issued firearm will be a department authorized firearm and will be determined by the City based upon a current list of authorized weapons. Any alterations to City firearms shall only be made after approval from the department armorer and the operations commander. All alterations to City owned firearms will be at the expense of the employee. Upon the surrender of the City owned firearm, by choice or at termination, the employee shall restore the firearm to its original condition at no cost to the City, or if City approves, in its altered condition. City-owned firearms will be repaired or replaced only as needed.

Alternatively, employees may choose to purchase and own their own firearm from the list of those approved by the City. In this instance, employees will be given a \$400.00 stipend towards its purchase. This will be a one-time election. Employees may not receive this stipend and later request a City-owned firearm.

The City will provide an external ballistic vest carrier for all sworn employees who achieve nonprobationary status, if desired. Sworn employees issued an external vest carrier will be responsible for cleaning and maintenance, whereas the City will maintain responsibility for repairs and replacements.

13.2 Investigators

Sworn employees required to wear civilian clothes shall receive \$800.00 per year for purchase and cleaning of such clothing. The City shall pay the entire amount to an employee in one lump sum for the first year of his/her assignment upon assignment; after twelve months in the assignment the City shall pay one-half on each successive July 1 and one-half on each successive January 1 of the employee's assignment.

13.3 <u>Cleaning</u>

The City will provide uniform cleaning at City cost on an as needed basis. This does not apply to Polo shirts or non-mandatory uniforms. No payment will be made to the employees. In the event of a significant change or loss of a reasonable cleaning source, either party has the right to request reopening the agreement for this article only.

13.4 Police Administrative Technician

City agrees to provide three shirts, two pair of pants and one set of coveralls for use by the Technician. These articles of clothing shall be replaced as City determines the need.

13.5 <u>Footwear</u>

Personnel assigned to Patrol Division and the Police Administrative Technician shall receive a reimbursement of up to \$250.00 for footwear as needed. Employees shall specifically request of their supervisor replacement footwear and shall produce the worn shoes, if requested. The footwear shall meet an acceptable standard as defined by the Police Chief or designee. Motor officers will continue to have boots provided as needed.

13.6 Lost/Damaged Replacement.

In the event personal prescription glasses or sunglasses are lost or damaged in the line of duty due to aggression or circumstances other than employee carelessness, the City shall pay uninsured replacement cost of up to \$200.00; in the event a wrist watch or non-prescription sunglasses are lost or damaged under the same circumstances, the City shall reimburse replacement cost up to \$75.00.

ARTICLE 14 DISCIPLINE AND DISCHARGE

14.1 Discipline and Discharge

Non-probationary employees shall not be disciplined or discharged except for just cause. Oral reprimands or warnings shall not be considered discipline and shall not be subject to the grievance procedure. Oral reprimands or warnings shall be documented and signed but shall not be placed in the employee's personnel file.

14.2 Probationary Employee

This article shall not apply to any employee on probation as defined in Article 15.

14.3 <u>Due Process</u>

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

- A. The employee shall be notified of the charges or allegations that may subject him/her to discipline;
- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- D. At his/her request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association/Union at the informal hearing.

14.4 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines for non-sworn employees:

- A. The employee shall have warning of the consequences of his/her conduct, unless the conduct is of such nature that no 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 upon the actual situations of the alleged misconduct.
- C. The City must conduct a reasonable investigation.
- D. It must be determined that the employee is guilty of the alleged 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 shall be considered, if appropriate, based on the severity of the act.

For sworn employees, just cause shall be determined in accordance with ORS 243.808 et seq.

14.5 Internal Affairs Investigations

All internal affairs investigations shall provide employees with rights no less than those articulated in ORS 236.360. These rights shall be extended to all bargaining unit members.

ARTICLE 15 PROBATIONARY PERIOD

15.1 <u>Sworn Employees</u>

Every new sworn employee hired into the bargaining unit shall serve a probationary period of eighteen months (1-1/2 years). Lateral officers who are currently certified in Oregon, or who are certified in another state and require no more than successful completion of the Oregon DPSST Police Career Officer Development Course for approved out-of-state officers, shall serve a probationary period of 12 months (1 year). The Association recognizes the right of the City to terminate or discipline probationary employees for any reason, with or without cause, and any such discipline shall not constitute a violation of this agreement, and shall not be subject to the grievance procedure.

15.2 Promoted Employees

Promoted employees shall be subject to a probationary period of twelve months. Such promoted employees may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification without cause and without any employee right of appeal. The returned employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

15.3 Records Specialists and Police Administrative Technician

Records Clerks and Police Administrative Technician employees shall serve a probationary period of twelve months (one year). The above clause relating to right to termination shall also apply to these employees.

ARTICLE 16 SETTLEMENT OF DISPUTES

16.1 <u>Procedure</u>

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

<u>Step 1.</u>

If, after first attempting to resolve the dispute informally with the employee's immediate supervisor, the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to his/her "Management Team" within fifteen business days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier. The Management Team shall consist of all supervisors responsible for the employee's job performance including the Chief and the City Manager. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- A. a statement of the grievance and the factual allegations upon which it is based;
- B. the section(s) of this agreement alleged to have been violated;
- C. the remedy sought; and
- D. the name and signature of the individual(s) submitting the grievance.

The Chief of Police shall have ten business days to respond to the grievance.

<u>Step 2</u>.

If the grievance remains unsettled at Step 1, the employee or the Association may, within ten business days of receipt of the Chief's reply, submit the grievance to the City Manager. The City Manager, or his designee, shall convene a meeting with the aggrieved employee, Association and such members of the City's management team as is appropriate for the grievance. The City Manager shall formally respond to the grievance within ten business days of the meeting.

<u>Step 3</u>.

If the grievance is not resolved at Step 2 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Manager within ten days following the date the City Manager's response is due or received, whichever is earliest.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the Association shall, within ten days of their notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of names of seven Oregon arbitrators that are on the AAA list. Upon receipt of the list, the parties will determine by coin toss who shall strike first, and shall then continue to alternate strikes until only one name remains and the remaining name shall be the arbitrator.

However, for disciplinary grievances involving sworn employees, arbitrator selection shall be in accordance with ORS 243.808.

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

Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving a subpoena shall be borne upon the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The loser shall pay the arbitrator's fee and expenses and the arbitrator, as part of the award, shall designate the losing party for such purpose.

16.2 <u>Time Limits</u>

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

A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

B. If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 17 GENERAL PROVISIONS

17.1 <u>Seniority/Definition</u>

Seniority shall be defined as the total length of continuous service worked by an employee in the Police Department.

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 of recall;
- D. Is laid off work for a period of time greater than eighteen months or a period of time equal to the employee's seniority, whichever is shorter;
- E. Is retired.

17.2 Education Reimbursement

In order to encourage self-improvement, the City will reimburse 75% of an employee's actual tuition costs incurred for job related courses. These reimbursements will be made upon successful completion of job related courses taken on employee's own time. Prior approval must be granted by the employee's supervisor, Chief of Police and the City Manager, and is subject to budgeted funds being available. Reimbursement may be denied without prior approval being granted only for transferable college units. In no event is the City obligated to reimburse over \$500 per year per employee.

17.3 Association Representative

The City will agree that up to three employees may participate in negotiations without loss of pay, subject to operational requirements of the Department. In addition, Officers of the Association will not suffer any loss of pay while investigating grievances or attending internal affairs investigations while on duty, or for attendance at approved labor-relations meetings or training. In no instance shall City be forced to pay overtime for said representation.

17.4 <u>Under-insured/Uninsured Motorists</u>

The City shall maintain coverage for under-insured/uninsured motorists which shall not be reduced without prior written notice to the Association.

17.5 Use of City Resources

Association officers and Executive Board representatives may use City resources including phones, email and fax machines for communication by and between the Executive Board, the Association attorney and management representatives. General meeting notices may be directed to all Association members. All email constitutes a public record without any expectation of privacy.

ARTICLE 18 LAYOFF AND RECALL

18.1 <u>Layoff</u>

In the event of a layoff, all extra part-time employees shall be laid off prior to any regular employee being laid off. In the event it becomes necessary to lay off regular employees, such employees shall be laid off in the reverse order of seniority by classification. For example, the employee in each classification with the least classification seniority shall be laid off first. Employees laid off within a classification shall be permitted to bump the least senior employee in any classification for which bumping may occur. The City agrees to notify the Association and the employees, simultaneously, not less than thirty days prior to any layoff by forwarding the name and occupation or classifications of the employees to be laid off.

18.2 <u>Bumping</u>

Any corporal who was laid off may bump down to police officer. Any person who bumps to a lower classification will have his/her seniority be departmental seniority for purposes of comparison to other Association members in that classification.

18.3 <u>Recall</u>

Recall from layoffs will be in the inverse order of layoff. The City will not hire new employees until all employees that have seniority are given the opportunity for recall.

18.4 <u>Notice</u>

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

ARTICLE 19 PROMOTION TO CORPORAL

19.1 Minimum Requirements

Before being eligible for a corporal, an officer must have three years current experience as a police officer with this department; the officer's last two evaluations must have been "satisfactory" or better; the officer must not have had any disciplinary action greater than three day suspension in the last year, as of the date of the posting; the officer must possess, at a minimum, an Intermediate Police Certificate from the Oregon Department of Public Safety Standards and Training.

19.2 Notice of Promotional Opportunity

A written notice of the existence of the open position will be posted at least ten days prior to the selection being made. The notice shall contain the following:

- A. job description;
- B. closing date for application;
- C. other information considered pertinent by the Administration.

Promotion to the position may be competitive testing or appointment at the discretion of the Chief of Police.

19.3 Oral Examination

An oral interview may be convened to directly inquire into the applicant's suitability for the higher level position. The oral board will be appointed by the Chief of Police.

19.4 Department Evaluation

A review board comprised of Department staff personnel and appointed by the Chief of Police, may be convened to review the past job performance of each candidate. The Department evaluation will be based upon the information contained in the candidate's personnel folder.

19.5 Compensation

A corporal shall be paid a base pay rate which is equivalent to 110% of the master police officer base pay.

ARTICLE 20 STRIKES

20.1 <u>No Strike</u>

The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, or any other restrictions of work, at any location in the City during the term of this agreement. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by 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. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

20.2 Association Obligation

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification, attempt to secure an immediate order

to return to work. This obligation and the obligations set forth in Section 20.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.

ARTICLE 21 DEFENSE AND INDEMNIFICATION

Statement:

The City acknowledges its responsibility to provide its employees, when they are acting within the course and scope of their employment and are not malfeasant or willful and wanton in their neglect of duty, with a defense and indemnification against any tort claim, demand or action as prescribed by law.

Policy:

If a member of the RPEA is named as a personal defendant in an ongoing litigation between the City and a third party, the Association may notify the City that it wishes its attorney to have access to information and the ability to monitor progress of such litigation. The Association shall identify the member for whom such monitoring is requested.

- A. The City agrees that all reasonable efforts will be made to coordinate attorney meetings so that an Association attorney can be present for those meetings.
- B. The Association promises that if their primary attorney is unable to attend a meeting and rescheduling is not possible, the Association's law firm will make every effort to have an alternate attorney attend the meeting.
- C. In the event the respective attorneys cannot coordinate a meeting where an Association attorney is available, the Association attorney shall designate an RPEA member to attend as agent of the Association law firm. The City may refuse attendance to this designated member.

Potential Retaliation:

If an employee is issued a citation (non-criminal) by anyone who is not a police officer, which the employee believes is in retaliation for the employee's actions as a police officer, the employee may request the City to take the following steps:

- A. The City shall investigate whether the employee's actions were within the course and scope of employment and were not malfeasance in office or willful or wanton neglect of duty.
- B. The City will investigate the employee's allegations that the citation is retaliatory.
- C. The employee will cooperate in the City investigation of these sections A and B.
- D. If the employee's actions are determined to be within the course and scope of employment and not malfeasance in office or willful and wanton neglect of duty and the City determines there is cause to believe the citation is retaliatory, the City will provide the employee with

defense counsel of the City's choosing. In the event there is a charge levied upon the employee for an adjudicated citation the City will indemnify the employee up to \$3500.00.

Criminal Allegations:

The City agrees to reimburse an RPEA employee for reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the employee's performance of their duties as a police officer which is in the course and scope of their employment with the City.

- A. The reimbursement will not be made if:
 - 1. The employee is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident; or
 - 2. The employee has sustained disciplinary charges at a level higher than written reprimand based on the employee's actions which formed the basis for the possible criminal liability, unless the discipline is overturned completely or reduced to a written reprimand or lower through the grievance arbitration process.
- B. The City shall have no obligation to reimburse the Association or counsel for the Association for costs or Association legal fees in any instance where the employee or the Association elect to have counsel for the association represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.
- C. The City shall have no obligation to reimburse an employee, the Association or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary proceedings or through the grievance process.
- D. Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings up through the conclusion of the arbitration proceedings against the employee arising out of the incident and are subject to the following monetary maximums:
 - 1. Legal fees related to a grand jury investigation and/or appearance: \$3500.00
 - 2. Legal fees related to a grand jury or post-grand jury indictment or other charging instruments: an additional \$7500.00.
- E. In order to be reimbursed under this position, the City and the Association attorney shall confer and agree upon three attorneys eligible under this provision.
- F. Before becoming obligated under this Section, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the City in its discretion feels the charges exceed reasonable, usual and customary fees normally charged, the City may submit the bill to a mutually acceptable arbitrator. The arbitrator's determination will be final and binding for the City's obligation under this Section.

ARTICLE 22 SAVINGS CLAUSE

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

ARTICLE 23 INCENTIVE PAY

23.1 <u>Eligibility</u>

Police Officers possessing an Intermediate or Advanced Certificate from DPSST and who have met the minimum training standards will be eligible for incentive pay. Officers will be eligible for and shall receive incentive pay in the first monthly payroll following their eligibility date. It shall be the responsibility of the employee to request and provide sufficient data to their supervisors to verify their eligibility for incentive pay. Payment will be made if this information is received before the first of the eligible month. In no event shall retroactive pay be paid.

23.2 Schedule of Incentives

- A. Officers who possess an Intermediate Certificate from DPSST and complete ten hours of approved training within the year shall receive an additional monthly compensation of 4% of their base wage.
- B. Officers who possess an Advanced Certificate from DPSST and complete twenty hours of approved training within the year shall receive an additional monthly compensation of 8% of their wage.
- C. Officers who do not have either an Intermediate or Advanced Certificate, but have a Bachelor of Arts or Bachelor of Science degree shall receive an additional monthly compensation of 3% of their base wage.
- D. Employees who are certified by a recognized instructor as fluent in Spanish or competent in sign language shall receive an additional monthly compensation of 3% of their wage. Employees will be certified in fluency by an instructor paid by an educational institution or one certified by a recognized language training company. Employees will provide this certification in writing in January of each year. The certification shall not be required for employees whom the certification is their native language.

ARTICLE 24 ASSIGNMENT PAY

24.1 Schedules of Assignment Pay

While on special assignment, employees shall receive the following pay increases for the period of time during which an employee performs those assigned duties:

 B. Motorcycle Officer 6% over base pay; C. Detective – CID 9% over base pay; D. Detective – DINT 7% over base pay; E. Field Training and Evaluation Program Coordinator 3% over base pay if other than a Master Officer or above. There must be an officer assigned to an FTO in order to receive this pay. F. School Resource Officer 8% over base pay G. Records Trainer (RTE) 5% over base pay H. Dog Handlers (K-9 Officers) 5% over base pay 	A.	Field Training Officer (FTO)	5% over base pay if other than a Master Officer
D. Detective – DINT7% over base pay;E. Field Training and Evaluation Program Coordinator3% over base pay if other than a Master Officer or above. There must be an officer assigned to an FTO in order to receive this pay.F. School Resource Officer8% over base payG. Records Trainer (RTE)5% over base pay (for duration of training period	B.	Motorcycle Officer	6% over base pay;
 E. Field Training and Evaluation Program Coordinator F. School Resource Officer G. Records Trainer (RTE) School Resource (RTE) School Resource Officer School Resource Officer<td>C.</td><td>Detective – CID</td><td>9% over base pay;</td>	C.	Detective – CID	9% over base pay;
Program Coordinatoror above. There must be an officer assigned to an FTO in order to receive this pay.F. School Resource Officer8% over base payG. Records Trainer (RTE)5% over base pay (for duration of training period	D.	Detective – DINT	7% over base pay;
G. Records Trainer (RTE) 5% over base pay (for duration of training period	E.	•	or above. There must be an officer assigned to
	F.	School Resource Officer	8% over base pay
H. Dog Handlers (K-9 Officers) 5% over base pay	G.	Records Trainer (RTE)	5% over base pay (for duration of training period)
	H.	Dog Handlers (K-9 Officers)	5% over base pay
I. Homeless Liaison Officer 8% over base pay	I.	Homeless Liaison Officer	8% over base pay

24.2 <u>Combination</u>

In no instance shall a combination of assignment pay and incentive pay equal more than 20% over base pay unless otherwise specified.

ARTICLE 25 MASTER OFFICER

Employees must meet requirements as outlined in the Master Officer program to be eligible for this category. Master Officer shall receive a base pay, which is 5% above top step for Police Officer. Master Officer constitutes a pay grade or additional pay step within the police officer job classification which is recognition of time and experience which is not promotional and which is not a "seniority" related designation. The parties agree that Master Officer at City of Roseburg should be compared to a ten-year Police Officer at other jurisdictions for market comparability purposes.

ARTICLE 26 DOG HANDLER (K-9 OFFICER)

Dog Handler canine training activities shall be conducted on-duty. Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty. Employees who serve as Dog Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal. The parties intend to compensate for the off-duty

care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

ARTICLE 27 TERMS OF AGREEMENT

This Agreement shall be effective July 1, 2024, and shall remain in full force and effect until June 30, 2027.

If either party desires to reopen negotiations for a successor agreement they may do so on or after October 1, 2026. During the period of negotiations, this Agreement shall remain in full force and effect.

CITY OF ROSEBURG

ROSEBURG POLICE EMPLOYEES ASSOCIATION

Nicole Messenger, City Manager

Tony Powers, President

Dated: 6-11-2024

Dated: 6-11-2024

POLICE DEPARTMENT JULY 1, 2024 5% over FY 2023-2024

- 3% Bachelor's Degree (only if intermediate or Advanced degree not held)
- 5% Field Training Officer
- 3% Sign Language or Spanish
- 6% Motorcycle Officer
- 8% School Resource Officer
- 5% K-9 Officer
- 3% Training Coordinator

- 4% Intermediate Certificate
- 8% Advanced Certificate
- 7% Detective DINT
- 9% Detective CID
- 5% Records Training
- 3% Master Trainer
- 8% Homeless Liaison Officer

P01

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
4101	4306	4521	4747	4984	5233
23.6601	24.8428	26.0832	27.3871	28.7544	30.1905
4224	4435	4657	4889	5134	5390
24.3697	25.5870	26.8678	28.2063	29.6198	31.0968
	4101 23.6601 4224	4101 4306 23.6601 24.8428 4224 4435	41014306452123.660124.842826.0832422444354657	4101 4306 4521 4747 23.6601 24.8428 26.0832 27.3871 4224 4435 4657 4889	4101430645214747498423.660124.842826.083227.387128.754442244435465748895134

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Admin	4429	4650	4882	5126	5382	5651
Technician	25.5524	26.8274	28.1659	29.5736	31.0506	32.6010
Plus 3%	4562	4790	5028	5280	5543	5820
	26.3197	27.6351	29.0083	30.4621	31.9795	33.5776

P03-06

8388
48.3955
8640
49.8474
8724
50.3313
8808
50.8153
8892
51.2993
8976
51.7832
9059
52.2672
9143
52.7511
9227
53.2351

Plus 11%	9311
	53.7190
Plus 12%	9395
	54.2030
Plus 13%	9479
	54.6869
Plus 14%	9563
	55.1709
Plus 15%	9647
	55.6549
Plus 16%	9731
	56.1388
Plus 17%	9814
	56.6228
Plus 18%	9898
	57.1067
Plus 19%	9982
	57.5907
Plus 20%	10066
	58.0746

POLICE DEPARTMENT JULY 1, 2024 5% over FY 2023-2024

JULT 1, 2024 5% OVER FY 2023-2024 P02							
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	MASTER
Police Officer	5689	5973	6272	6586	6915	7261	7624
	32.8218	34.4603	36.1853	37.9969	39.8950	41.8912	43.9838
Plus 3%	5860	6152	6460	6784	7122	7479	7852
	33.8083	35.4930	37.2699	39.1392	41.0893	43.1489	45.3009
Plus 4%	5917	6212	6523	6849	7192	7551	7929
	34.1372	35.8392	37.6334	39.5142	41.4931	43.5643	45.7451
Plus 5%	5973	6272	6586	6915	7261	7624	8005
	34.4603	36.1853	37.9969	39.8950	41.8912	43.9855	46.1836
Plus 6%	6030	6331	6648	6981	7330	7697	8081
	34.7891	36.5257	38.3546	40.2758	42.2893	44.4066	46.6221
Plus 7%	6087	6391	6711	7047	7399	7769	8157
	35.1180	36.8719	38.7181	40.6566	42.6874	44.8220	47.0605
Plus 8%	6144	6451	6774	7113	7468	7842	8234
	35.4468	37.2180	39.0815	41.0373	43.0854	45.2432	47.5048
Plus 9%	6201	6511	6836	7179	7537	7914	8310
	35.7757	37.5642	39.4392	41.4181	43.4835	45.6586	47.9432
Plus 10%	6258	6570	6899	7245	7607	7987	8386
	36.1045	37.9046	39.8027	41.7989	43.8874	46.0797	48.3817
Plus 11%	6315	6630	6962	7310	7676	8060	8462
	36.4334	38.2507	40.1662	42.1739	44.2855	46.5009	48.8202
Plus 12%	6372	6690	7025	7376	7745	8132	8539
	36.7622	38.5969	40.5296	42.5547	44.6836	46.9163	49.2644
Plus 13%	6429	6749	7087	7442	7814	8205	8615
	37.0911	38.9373	40.8873	42.9354	45.0816	47.3374	49.7029
Plus 14%	6485	6809	7150	7508	7883	8278	8691
	37.4142	39.2834	41.2508	43.3162	45.4797	47.7586	50.1413
Plus 15%	6542	6869	7213	7574	7952	8350	8767
	37.7430	39.6296	41.6143	43.6970	45.8778	48.1740	50.5798
Plus 16%	6599	6929	7276	7640	8021	8423	8843
	38.0719	39.9758	41.9777	44.0778	46.2759	48.5952	51.0183
Plus 17%	6656	6988	7338	7706	8091	8495	8920
	38.4007	40.3162	42.3354	44.4585	46.6797	49.0106	51.4625
Plus 18%	6713	7048	7401	7771	8160	8568	8996
	38.7296	40.6623	42.6989	44.8336	47.0778	49.4317	51.9010
Plus 19%	6770	7108	7464	7837	8229	8641	9072
	39.0584	41.0085	43.0624	45.2143	47.4759	49.8529	52.3395
Plus 20%	6827	7168	7526	7903	8298	8713	9148
	39.3873	41.3546	43.4201	45.5951	47.8740	50.2683	52.7779
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2024-2027

POLICE DEPARTMENT JULY 1, 2025 5% over FY 2024-2025

- 5% Field Training Officer
- 3% Sign Language or Spanish
- 6% Motorcycle Officer
- 8% School Resource Officer
- 5% K-9 Officer
- 3% Training Coordinator

- 4% Intermediate Certificate
- 8% Advanced Certificate
- 7% Detective DINT
- 9% Detective CID
- 5% Records Training
- 3% Master Trainer
- 8% Homeless Liaison Officer

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Records	4306	4521	4747	4984	5233	5495
Specialist	24.8428	26.0832	27.3871	28.7544	30.1910	31.7000
Plus 3%	4435	4657	4889	5134	5390	5659
	25.5870	26.8678	28.2063	29.6198	31.0968	32.6487

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Admin	4650	4882	5126	5382	5651	5933
Technician	26.8274	28.1659	29.5736	31.0506	32.6026	34.2310
Plus 3%	4790	5028	5280	5543	5821	6111
	27.6351	29.0083	30.4621	31.9795	33.5833	35.2564

P03-06

CORPORAL

8808
50.8153
9072
52.3398
9160
52.8479
9248
53.3561
9336
53.8642
9424
54.3724
9512
54.8805
9601
55.3887
9689
55.8968

Plus 11%	9777
	56.4050
Plus 12%	9865
	56.9131
Plus 13%	9953
	57.4213
Plus 14%	10041
	57.9294
Plus 15%	10129
	58.4376
Plus 16%	10217
	58.9458
Plus 17%	10305
	59.4539
Plus 18%	10393
	59.9621
Plus 19%	10481
	60.4702
Plus 20%	10569
	60.9784

POLICE DEPARTMENT JULY 1, 2025 5% over FY 2024-2025

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	MASTER
Police Officer	5973	6272	6586	6915	7261	7624	8005
	34.4603	36.1853	37.9969	39.8950	41.8912	43.9855	46.1829
Plus 3%	6152	6460	6784	7122	7479	7853	8245
	35.4930	37.2699	39.1392	41.0893	43.1489	45.3066	47.5682
Plus 4%	6212	6523	6849	7192	7551	7929	8325
	35.8392	37.6334	39.5142	41.4931	43.5643	45.7451	48.0298
Plus 5%	6272	6586	6915	7261	7624	8005	8405
	36.1853	37.9969	39.8950	41.8912	43.9855	46.1836	48.4913
Plus 6%	6331	6648	6981	7330	7697	8081	8485
	36.5257	38.3546	40.2758	42.2893	44.4066	46.6221	48.9529
Plus 7%	6391	6711	7047	7399	7769	8158	8565
	36.8719	38.7181	40.6566	42.6874	44.8220	47.0663	49.4144
Plus 8%	6451	6774	7113	7468	7842	8234	8645
	37.2180	39.0815	41.0373	43.0854	45.2432	47.5048	49.8760
Plus 9%	6511	6836	7179	7537	7914	8310	8725
	37.5642	39.4392	41.4181	43.4835	45.6586	47.9432	50.3375
Plus 10%	6570	6899	7245	7607	7987	8386	8805
	37.9046	39.8027	41.7989	43.8874	46.0797	48.3817	50.7991
Plus 11%	6630	6962	7310	7676	8060	8463	8885
	38.2507	40.1662	42.1739	44.2855	46.5009	48.8259	51.2606
Plus 12%	6690	7025	7376	7745	8132	8539	8965
	38.5969	40.5296	42.5547	44.6836	46.9163	49.2644	51.7221
Plus 13%	6749	7087	7442	7814	8205	8615	9046
	38.9373	40.8873	42.9354	45.0816	47.3374	49.7029	52.1895
Plus 14%	6809	7150	7508	7883	8278	8691	9126
	39.2834	41.2508	43.3162	45.4797	47.7586	50.1413	52.6510
Plus 15%	6869	7213	7574	7952	8350	8768	9206
	39.6296	41.6143	43.6970	45.8778	48.1740	50.5856	53.1126
Plus 16%	6929	7276	7640	8021	8423	8844	9286
	39.9758	41.9777	44.0778	46.2759	48.5952	51.0241	53.5741
Plus 17%	6988	7338	7706	8091	8495	8920	9366
	40.3162	42.3354	44.4585	46.6797	49.0106	51.4625	54.0357
Plus 18%	7048	7401	7771	8160	8568	8996	9446
	40.6623	42.6989	44.8336	47.0778	49.4317	51.9010	54.4972
Plus 19%	7108	7464	7837	8229	8641	9073	9526
-	41.0085	43.0624	45.2143	47.4759	49.8529	52.3452	54.9587
Plus 20%	7168	7526	7903	8298	8713	9149	9606
	41.3546	43.4201	45.5951	47.8740	50.2683	52.7837	55.4203

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