

**ORDINANCE NO. 1571**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF CANBY, OREGON, AND THE CANBY POLICE ASSOCIATION**

**WHEREAS**, the Canby Police Association is a recognized bargain unit for certain employees of the City of Canby; and

**WHEREAS**, the City of Canby and Canby Police Association currently have a CBA through June 30, 2022; and

**WHEREAS**, the City of Canby met and bargained with Canby Police Association this spring to arrive at a new CBA to the satisfaction of both parties; and

**WHEREAS**, Canby Police Association members have already met and ratified the mutually agreed upon changes to the CBA; and

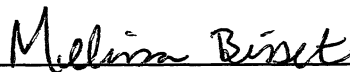
**WHEREAS**, the City Council of the City of Canby would like the City of Canby through the City Administrator to enter into this new CBA.

**NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a Collective Bargaining Agreement between the City of Canby and Canby Police Association; and a copy of the CBA with track changes is attached hereto as Exhibit "A."

**Section 2.** The effective date of this Ordinance shall be June 18, 2022.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 4, 2022 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 18, 2022 commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

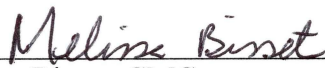
  
\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 18<sup>th</sup> day of May 2022, by the following vote:

YEAS 6 NAYS 0

  
\_\_\_\_\_  
Brian Hodson,  
Mayor

ATTEST:

  
\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**AFFIDAVIT OF POSTING**

**STATE OF OREGON**       )  
  )  
**County of Clackamas**    )       ss:  
  )  
**CITY OF CANBY**            )

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 4<sup>th</sup> day of May, 2022 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1571 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

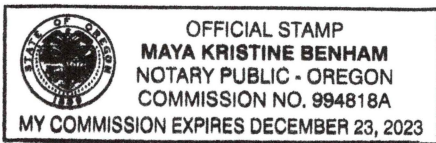
Thereafter, on the 6<sup>th</sup> day of May, 2022, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1.     Canby Civic Building
- 2.     Canby Post Office
- 3.     City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 18<sup>th</sup> day of May, 2022.

Melissa Bisset  
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 26<sup>th</sup> day of May, 2022.



Maya Kristine Benham  
Notary Public for Oregon  
My Commission Expires: 12/23/2023

**Agreement**

**Between**

**City of Canby, Oregon**

**and**

**Canby Police Association**

**July 1, 2022 – June 30, 2025**

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## AGREEMENT

### By and between City of Canby, Oregon and Canby Police Association

The CITY OF CANBY, OREGON, hereinafter referred to as the "City" and the CANBY POLICE ASSOCIATION, hereinafter referred to as the "Association" hereby enter into this agreement regarding conditions relating to wages, benefits, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

#### ARTICLE 1 - RECOGNITION

**Section 1.** The City does hereby recognize the Association as the sole collective bargaining representative for all regular employees classified and identified in this Agreement, as noted herein and on *Schedule "A"* attached hereto.

**Section 2.** New classifications may be developed by the City, and assigned a wage scale by the City. The City shall forward to the Association the new classification and wage scale. If it has been agreed or established that the new classification appropriately belongs in the bargaining unit and if the Association provides a written request to the City to bargain the wage rate for the classification, the wage scale for the new classification shall then be subject to negotiations and statutory impasse procedures.

#### ARTICLE 2 - EMPLOYEE RIGHTS

**Section 1.** It shall be the right of all employees subject to the terms of this Agreement to elect membership in the Association, or not to elect membership in the Association. Employees shall not be required to join in any organization or association or make payments to the Association as a condition of continued employment with the City.

**Section 2.** In the event of layoff or new hire, one or more part-time employees performing bargaining unit work shall replace no full-time employee. No part-time employees will be hired or used if previously hired, as long as a full-time employee is on layoff status and is eligible for recall, except when the laid off full-time employee has refused the recall opportunity to full or part-time work.

**Section 3. Membership.** Membership or non-membership in the Association shall be the guaranteed individual choice of employees in classifications represented by the bargaining unit.

- A. Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the employee's first pay period after opting into the Association.
- B. Each employee in a classification represented by the bargaining unit shall be entitled to withdraw from the active and participatory membership in the Association by giving written notice to the Association and the City.

**Section 4. Dues Deduction.** The City, when so authorized and notified by the Association, via email with a copy to an involved employee, or by an employee member of the Association, will deduct regular Association dues from wages or member employees of the Association and remit such monthly amounts, in the aggregate

to the Association by electronic funds transfer (EFT) as designated by the Association. Any authorization for payroll deductions of dues may be canceled by an employee upon written notice to the City and the Association prior to the 15<sup>th</sup> day of each month, to be effective on the first day of the following pay period. The City will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, the Association will provide the record of dues deductions authorizations made to the Association by the employee.

**Section 5. Employee Choice.** In compliance with the *Janus v. AFSCME, Council 31-138 S. Ct. 2448* (2018) Supreme Court decision, any employee who chooses not to be a member of the Association and chooses to remain a nonmember of the Association may still choose to proportionately and fairly share in the cost of the collective bargaining process. The cost per nonmember employee shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount as agreed to and authorized by the nonmember employee shall be deducted monthly from the wage of each nonmember, and remitted monthly in the aggregate to the Association by EFT as designated by the Association.

**Section 6. Assessment of Fees to Nonmember.** The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. In accordance with applicable law, if a Nonmember fails to pay the Association costs/ fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the statutory or legal process to assert its claims and collect amounts due to the Association by the Nonmember. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the City will honor the Agreement and the payroll deductions thereby designated in writing unless the employee has notified the Association and City in writing, that the amount owed to the Association is in dispute.

**Section 7. New Hires.** The City will notify the President of the Association, in writing, of all newly hired employees for positions represented by the Association within forty-eight (48) hours of the first working day of the new employee. Such notification shall include the name, mailing address, salary step, phone number (s), email address and position and rate of pay of the new employee.

Within the first ten (10) calendar days of hire of a new employee represented by the Association, the Association shall have access to all newly hired employees for a period of at least sixty (60) minutes for Association orientation.

**Section 8. Association Access.** Association representatives shall be allowed access to the employee work areas for the purposes of processing grievances or contacting members of the Association. Access shall not be unreasonably withheld. Access shall not interfere with normal operations of the Office or with established safety or security requirements, and Association representatives will endeavor, to the extent reasonably possible, to conduct Association business at times and places which do not interrupt work.

**Section 9. Association Representatives.** Association officers selected to serve as authorized representatives shall be certified in writing to the City. Association representatives shall be granted time off without loss of regular pay for the purpose of meeting with the City within the scope of representation. The Association shall endeavor to give the City at least twenty-four (24) hours written notice in advance when an authorized



representative seeks time off with or without pay to conduct Association business.

**Section 10. Special Conferences.** Special conferences for important matters may be arranged between the Association President and the City upon agreement of the parties. Such meetings shall be arranged in advance, and an agenda of the matters to be discussed at the meeting shall be presented at the time the agreement to meet is made. Association members shall not lose time or pay for time spent in such conferences.

**Section 11. Manual of Rules and Procedures and Collective Bargaining Agreement.** The City agrees to make the City Personnel Policies Manual, the Police Department Manual and this Agreement electronically available to all employees represented by the Association and to Association representatives. Additionally, any revisions to these manuals and/ or this Agreement will be made available and employees represented by the Association and Association representatives will receive email from the City notifying them of any revisions and will be responsible for reading all such revision emails. A history of such notices from the City to the Association shall be maintained by the City in an electronic file accessible to both the City and the Association.

### ARTICLE 3 - CIVIL RIGHTS

**Section 1.** No employee shall be discriminated against or discharged because of the employee's membership or non-membership in the Association, because of the employee's decision to make payments or not to make payments to the Association, or because of activities the employee may engage in on behalf of the Association, provided, that such activities are lawful, are compliant with City Policy and Departmental work rules, and do not interfere with the employee's performance of work assignments or the operation of the Department.

**Section 2.** There shall be no discrimination with regard to the hiring or tenure of the employees by reason of their race, color, creed, national origin, physical handicap, gender, gender identity, gender expression, religion, sexual orientation, or age, physical or mental disability which can be reasonably accommodated, union affiliation or political affiliation or other protected status or activity in accordance with applicable state and/ or federal law.

All references to employees in this agreement shall designate both genders, and wherever any gender is used, it shall be construed to include all employees.

### ARTICLE 4 - MANAGEMENT RIGHTS

**Section 1.** The City Administrator and department heads exercise responsibility under the authority of the City Council, for management of the City and the direction of its workforce. To fulfill this responsibility, the rights of the City shall include, but are not limited to; establishing and directing activities of the City's departments and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; to discipline or discharge for just cause; determine job descriptions, work schedules, and assign work; and any other rights except as expressly limited by the terms of this Agreement.

## ARTICLE 5 - SENIORITY

**Section 1.** The principle of seniority shall be observed with regard to all layoffs and recalls of regular employees, provided that employees to be recalled are competent to perform the work required. The Association recognizes the City's right to retain "special skill" employees without regard to seniority when layoffs are necessary (examples: canine officer, bilingual, etc.).

**Section 2.** Lateral hire employees shall be deemed "Regular Employees" for purposes of this Article upon satisfactory completion of a twelve (12) month probationary period following their last date of hire. New recruits shall be required to complete an eighteen (18) month probationary period. During said probationary period, employees shall have no recourse to the grievance procedure of this Agreement concerning disputes regarding discipline and discharge. Management has the right to extend probation when deemed necessary or for unforeseen circumstances. Written notice of any planned extension or probation will be provided to Association represented employee to be extended to allow for Association – Management dialog about the basis for the probation extension.

### **Section 3.**

(A) Seniority under this Agreement shall come under two categories as follows:

1. Police Department seniority shall mean the length of continuous police service since last date of hire.
2. Classification seniority shall mean the length of continuous service with the City of Canby in the Police Officers' classifications (Police Sergeants and Police Officers).

(B) In the event of layoff and rehire within a classification, as per this Article, classification seniority shall prevail, consistent with Section 1 of Article 5, above. An employee with classification seniority in more than one of the classifications listed in Section 2 of this Article above shall have the right to use classification seniority for bumping privileges into the other classifications.

(C) As applies to vacation credits, vacation scheduling, and days off, Department seniority in rank shall prevail, provided said scheduling is compatible with the operating needs of the Department. Senior officer cannot bump less senior officer once vacation/ days off are approved and on the schedule for two (2) weeks.

**Section 4.** The City agrees to notify the Association and the employees simultaneously, not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

**Section 5.** Employees off work for eighteen (18) months or more, those discharged for cause, and those who voluntarily quit, shall be considered off the seniority list with the exception of those off on military leave, off due to industrial accident, or off on other leave protected by law.

**Section 6.** No new employee shall be hired until all laid off employees in that classification have had an opportunity to return to work. The City agrees to notify laid off employees of their right to return to work by certified mail to the employee's last address known to the City. The employee must respond within seven (7) calendar days from the date of receipt (regardless of who signed the receipt) to be considered for recall.

## ARTICLE 6 - DISCIPLINE AND DISCHARGE

### Section 1.

- (A) If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.
- (B) For law enforcement officers (as defined by ORS 131.930), "just cause" for discipline shall be determined in accordance with ORS 243.809 and ORS 236.350 – 370.
- (C) For all grievances except disciplinary grievances involving law enforcement officers, the City and Association will attempt to jointly agree to an arbitrator. For disciplinary grievances involving law enforcement officers, arbitrator selection shall be in accordance with ORS 243.809 and as set forth in Article 17.

### Section 2.

- (A) When there is evidence of unsatisfactory conduct, the City agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation, except when the situation warrants immediate appropriate action, which may include written reprimand, suspension or discharge. Following verbal reprimand and an opportunity for the employee to correct the situation, the City may issue a written reprimand, or if the situation warrants, the City may institute appropriate action as stated above.
- (B) When the City intends to take disciplinary action, with the exception of verbal reprimands, the City shall notify the non-probationary employee and the Association in writing of the charges against the employee, and shall provide the employee with the opportunity to respond to the charges at a pre-disciplinary hearing.
- (C) The Association and/or the non-probationary employee, whose discipline is being considered with the exception of verbal reprimands, shall be granted a minimum of two (2) calendar days, or more at the discretion of the City, to prepare for the pre-disciplinary hearing.

The employee shall be entitled to have an available representative at the pre-disciplinary hearing.

The City agrees to furnish the Association and the employee a complete statement in writing at the time of the written reprimand, suspension, demotion, or discharge, outlining the specific reasons for such action. If at the time of written reprimand, suspension, demotion, or discharge, it is not feasible to furnish the Association and the employee with a complete statement, said statement must be presented to the Association and the employee within two (2) calendar days. At the same time the Association and the employee is presented with the statement, the Association shall be sent an identical copy of the written notice of reprimand, suspension, demotion, or discharge which has been given to the employee.

Section 3. Any imposed discipline shall be for just cause.

Section 4. The Association and any employee who is the subject of an investigation shall be notified in writing within ten (10) calendar days from the completion of the investigation as to findings of the investigation except in instances where confidentiality is required. If the City believes that confidentiality is required the City will mutually agree on a confidentiality agreement with the Association in order for the City to be able to provide the complete investigation to the Association.

**Section 5.** Evaluations shall not be used as substitutes for steps in the disciplinary process. Evaluations may be used in the progressive discipline process as establishing a pattern of behavior or performance.

**Section 6.** In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an oral warning, the following process shall be followed to the extent circumstances permit. In no event will the discipline processes applied to employees represented by the Association be less than those set forth in ORS 236.350 - 370:

- (A) Prior to the interview, the employee will be informed of the nature of the allegations and the nature of the investigation, and will be provided a minimum of two (2) calendar days prior to the interview, unless time provided is waived by the employee. The employee will also be notified that he or she has a right to consult with an Association representative and to have that or another representative present at the interview.
- (B) Interviews covered under this Section shall, to the extent practical, take place at the City's facilities, or at a location mutually agreed upon by the Chief and Association member.
- (C) Either party may audio record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.
- (D) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions.
- (E) In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force.

**Section 7.**

- (A) The parties recognize that United States supreme court has consistently found that prosecutors have the duty to disclose potentially exculpatory evidence to defense attorneys prior to trial. Some of the information that is being disclosed about government witnesses, often law enforcement officers, has not been substantiated or proven to any degree.
- (B) This Section of the Agreement prohibits the City from taking punitive action against an employee represented by the Association solely because the employee's name was placed on a potential impeachment list – in the Clackamas County District Attorney's (CCDA) office, this is commonly referred to as an "Additional Discovery/ Disclosure Witness" (ADW). ADW is distinguishable from an employee who the CCDA has determined is not a credible witness (NCW), which means that the CCDA has decided that a NCW will not be relied upon or used or called by the CCDA as a witness for the CCDA. A NCW placement means that CCDA specifically believes the person is not credible.
- (C) A disciplinary action or any other adverse personnel action may not be undertaken by the City against an

employee represented by the Association solely because that employee's name has been placed on a list maintained by a prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the employee's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 272 U.S. 83 (1963). This Section does not prohibit the City from taking disciplinary action or any other adverse personnel action, including layoff for inability to perform an essential function of the job (testifying or writing credible reports) against an employee represented by the Association based on the underlying acts or omissions for which that employee's name was placed on a prosecutor-maintained list (NCW or ADW), or may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), if the actions taken by the City otherwise conform to the rules and procedures related to discipline and discharge as set forth in this Agreement (Discipline Article).

- (D) The City will contemporaneously provide written notice to the Association and copies of all materials provided to the CCDA whenever the City refers a matter to the CCDA for a Brady list review, or whenever the City is asked to provide materials to the CCDA for the purposes of Brady list review by the CCDA.
- (E) An employee who is an ADW continues to be able to testify and write reports and can still perform the essential functions of their position and will not be laid off or removed from any collateral duties or assignments or their positions solely as a result of their ADW designation by the CCDA's Office.

## ARTICLE 7 - HOURS OF WORK/OVERTIME

**Section 1.** The workday shall consist of eight (8) hours per day on the basis of a five (5) day workweek, or ten (10) hours per day on the basis of a four (4) day workweek. For patrol, both parties prefer the "4-10" shift. The City retains the right to change to the "5-8" shift if circumstances dictate. The workweek shall consist of a forty (40) hour shift schedule, which shall take place during a seven (7) calendar day period, commencing at midnight Sunday AM and ending at midnight the following Saturday PM. Detectives and Patrol are all eligible to work a 4-10 shift at the discretion of the Chief.

**Section 2.** Each employee shall be entitled to two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute meal break for each work shift up to ten (10) hours in accordance with Oregon BOLI regulations.

**Section 3.** All hours worked in excess of eight (8) or ten (10) hours in one (1) day, depending on the employee's regular shift schedule, or all hours worked in excess of forty (40) hours per week, shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, except as may be provided differently in this Agreement. Overtime shall be computed to the nearest fifteen (15) minutes.

**Section 4.** Employees may elect to be compensated for overtime in cash or compensatory time off. Compensatory time off may be accrued at the rate of one (1) and one-half (1-1/2) times the number of overtime hours worked up to a maximum accrual of eighty (80) hours, with all other overtime paid in cash. Compensatory time off shall be scheduled at the mutual convenience of the City and the employee. Employees have the option to cash out up to forty (40) hours of accrued unused compensatory time once (1) per fiscal year.

**Section 5.** A reasonable clean-up time will be granted just prior to the end of the shift for employees who, in the judgment of the Police Chief or their designee, need such, due to the nature and conditions of their work assignment.

**Section 6.** The City will offer a minimum forty (40) hour workweek to all regular full-time employees, except by mutual agreement between the City and the Association.

**Section 7.** An employee who involuntarily works more than five (5) work shifts in five (5) consecutive calendar days shall then be compensated at the overtime rate until that employee is provided two (2) consecutive calendar days off.

**Section 8.** The parties agree that the workweek will remain the same for all employees per Section 1 of Article 7 above. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, all employees will get at least two (2) days off between the old shift and the new shift. If an employee does not get at least two (2) days off in such circumstances, the employee will be paid for time and a half for any work performed on those two (2) days.

**Section 9.** An employee will be given advance notice of any temporary shift change in their regularly assigned work shift. Any temporary shift change without prior notice that results in an employee being required to return to work at a time earlier or later than his/her normal schedule, shall make the employee eligible for overtime for all hours worked outside their normal shift, if that employee was not notified of such change forty eight (48) hours prior to the change of shift, except in cases of an emergency. This section 9 does not apply to voluntary shift trades. An employee called into work for an emergency shall be paid for such shift and given up to two (2) hours of overtime at time and one-half (1 1/2) as compensation for changing shifts (refer to Article 8 Section 1 of this Agreement for non-emergency call back).

**Section 10.** Overtime shall be offered to employees on a seniority basis, except in cases of emergency. However, an "emergency" does not include budgeting considerations or situations created by the City. In addition to actual emergencies the City and the Association recognize that less than twenty-four (24) hours of notice of an opening will be deemed emergent and can be filled as necessary. Allocation of holdovers or early starts will still be sought on a seniority basis of those scheduled or currently working that shift.

**Section 11.** An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24) hour work day and who is scheduled to work a shift in the next twenty-four (24) hour work day shall be allowed to be off work by the employees request for at least eight (8) hours before returning to active duty status.

The affected member will be compensated for any on-duty time lost by using their accrued time-off benefits, including sick leave. The affected member may opt to flex their schedule by mutual agreement with the City to accommodate the eight (8) hours off. Any member working at least fifteen (15) hours will notify both the Police and the Association Executive Board of their current work hour status and of any potential to exceed the 16 hours limit. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

**Section 12. Flexible schedules.** Employees may work a flexible schedule if mutually agreed between the employee and the City, under the following parameters:

(A) There will be no daily overtime for an employee working a flexible schedule and the adjustment

- may not result in additional labor costs or overtime;
- (B) Employee requests should be 72 hours in advance, where feasible;
  - (C) Flexing must occur in the same workweek; and
  - (D) The schedule may not impede customer service or normal work process.

## ARTICLE 8 - REPORTING AND CALL BACK

**Section 1.** Employees required to report for work shall be entitled to two (2) hours of call time pay unless they are notified prior to the start of their shift that they are not to report. All employees shall have a posted telephone number where they may be reached in order to qualify for the above pay provisions.

Employees called off duty for any work-related concerns by a supervisor, but not called back to work, shall be paid for all time spent on the telephone at the rate of time and one-half (1-1/2) with a minimum of thirty (30) minutes to be paid for each call. This minimum shall also apply to language translations given by employees who are required to participate in duty related telephone calls off duty.

**Section 2.** Employees who are on the premises of the police department and are called back to work thirty (30) minutes or more after the end of their regular shift shall be entitled to a minimum of one (1) hour work or pay therefore at the overtime rate of two (2) times the employee's regular rate of pay, except as provided differently in this Agreement.

**Section 3.** Employees required to attend training classes, training shoots, department staff meetings or similar functions outside their regular shift, will be entitled to one and one-half (1-1/2) time their regular rate of pay for a minimum of two (2) hours.

**Section 4.** Employees involuntarily called back from paid leave shall be paid at the rate of time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours, shall receive straight time for the balance of their normal shift (eight (8) or ten (10) hours) not worked, and shall have their paid leave account credited for a full shift (eight (8) or ten (10) hours).

## ARTICLE 9 - COURT TIME

### **Section 1.**

- (A) Employees of the Police Department who are called to work either one (1) hour or less before or after their scheduled shift, to appear in any court, shall be entitled to a minimum of one (1) hour at one (1) and one-half (1-1/2) times the employee's regular rate of pay, if such appearance was necessitated through actions of such officer while employed by the City.
- (B) Employees of the Police Department who are called to work in excess of one (1) hour either before or after their scheduled shift, to appear in any court, shall be entitled to receive time and one-half (1-1/2) times their regular hourly rate of pay for a minimum of four (4) hours, if such appearance was necessitated through actions of such officer while employed by the City.

**Section 2.** Employees of the Police Department who are called to work on one (1) of their scheduled days off, to appear in any court, shall be entitled to receive a minimum of four (4) hours pay at the overtime rate of time and one-half (1-1/2) times their regular hourly rate of pay, if such appearance was necessitated through the actions of such officers while employed by the City. All court time is to be utilized for that purpose only. An employee shall not appear in court and be required to work on any other assignment.

**Section 3.** Employees who are called to work on one of their scheduled vacation days off (that were approved prior to accepting a subpoena), to appear in any court, shall be compensated as provided in Article 8, Section 4, if such appearance was necessitated through the actions of such employee while employed for the City.

## ARTICLE 10 – WAGES

**Section 1.** The job classifications and their corresponding wage scales are noted on *Schedule "A"*, which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be bi-weekly. Sergeant pay starts at Step 3 below on the wage scale.

The City will make the following wage increases during the term of this agreement:

- (A) Effective July 1, 2022, increase the wage scale across the board by three percent (3%).
- (B) Effective January 1, 2023, increase the wage scale across the board by two and one-half percent (2.5%).
- (C) Effective July 1, 2023, increase the wage scale across the board by two and one-half percent (2.5%).
- (D) Effective January 1, 2024, increase the wage scale across the board by two and one-half percent (2.5%).
- (E) Effective July 1, 2024, increase the wage scale across the board by the percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2023 (minimum two percent (2%) - maximum five percent (5%).

**Section 2.** Employees who obtain their intermediate and advanced certificates from the Department of Public Safety Standards and Training (DPSST) will receive additional compensation in the amount of:

- (A) Intermediate Certificate: Five percent (5%) of base pay per month.
- (B) Advanced Certificate: Eight percent (8%) of base pay per month (five percent (5%) intermediate plus three percent (3%) additional).

**Section 3.** Officers assigned to Traffic Unit, Detectives, SRO shall receive five percent (5%) per month premium to be added to their regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

**Section 4.** Any employee serving as a Canine Officer, and who maintains certification as a Canine Officer, shall receive, in addition to their regular pay, a five percent (5%) premium. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

**Section 5.** Any employee demonstrating written and oral proficiency in the Spanish language, or any other language if spoken by over ten percent (10%) of the total Canby population, shall receive, in addition to their



regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency. An officer can receive this premium, as well as an assignment premium, at the same time.

**Section 6.** Officers assigned as Field Training Officers (FTO) shall receive ten percent (10%) premium pay added to their regular rate of pay for all hours worked when assigned to an officer in a field training evaluation program.

**Section 7.** Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of overtime pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

**Section 8.** Employees may become eligible for longevity pay in the amount of one and a half percent (1.5%) of the base salary after completing ten (10) years of continuous employment with the City of Canby. Employees may become eligible for longevity pay in the amount of two percent (2%) of their base salary after completing 20 years of continuous employment with the City.

**Section 9.** On the first full (1<sup>st</sup>) pay period following July 1, 2022, the City will make a matching contribution up to two percent (2%) of the employee's pay on a pre-tax basis to the employee's City sponsored 457(b) deferred compensation plan account. On or before July 1, 2022, the City will assist each employee to open a City-Sponsored deferred compensation account in order to receive the recurring matching pay period contribution described in this Section. In addition, for each newly hired employee, the City will assist each newly hired employee to open a City-sponsored deferred compensation account in order to receive the recurring pay period contributions described in this Section 9. For purposes of this Section 9, "wages" shall mean wages or compensation as defined under the City-sponsored 457(b) deferred compensation plan that is used to determine employer contributions. Employees must be employed at the time the contributions described in this Section 9 are made in order to receive the contributions, except that employees who retire during a pay period will be entitled to receive the contributions for the pay period in which the employee retires.

## ARTICLE 11- PER DIEM AND MILEAGE

**Section 1.** Employees shall be paid a per diem allowance for meals and incidental expenses for approved travel and/or training as follows:

- (A) For travel and/or training within the continental United States (CONUS) the per diem rate, rules and policies listed at [www.gsa.gov](http://www.gsa.gov) and in effect at the time of the travel; and
- (B) For travel and/or training outside of the continental United States (OCONUS), the per diem rate, rules and policies listed at [www.dtic.mil/perdiem/pdrates.html](http://www.dtic.mil/perdiem/pdrates.html) and in effect at the time of the travel and/or training.

**Section 2.** Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Breakdown listed at [www.gsa.com](http://www.gsa.com) and in effect at the time of the travel and/or training.

**Section 3.** Employees shall be reimbursed actual expenses for hotel accommodations for approved travel and/or training.

**Section 4.** An employee required by the Chief or the Chief's designated agent to use a personally owned vehicle for City business shall be compensated at the rate listed at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) and in effect at the time of the travel. Mileage reimbursement is paid monthly.

## ARTICLE 12 - HOLIDAYS

**Section 1.** The following days shall be recognized as paid holidays, regardless of the day of the week on which they occur:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Personal Holiday	

One (1) personal holiday shall accrue on the first (1<sup>st</sup>) day of each fiscal year.

**Section 2.** Personal and/ or banked holiday use must be scheduled by mutual agreement between the employee and the Chief (or designee). Employees may carry over up to ten (10) hours of accrued, unused Personal holiday hours earned in one (1) fiscal year for use in subsequent fiscal years. All accrued, unused personal holiday hours above the carryover amount will be forfeited without pay at the end of the fiscal year unless agreed to by the parties.

### **Section 3.**

- (A) To qualify for a paid holiday, the employee shall have been available for work or on paid leave on their last scheduled workday proceeding the holiday and their first (1<sup>st</sup>) scheduled workday following the holiday.
- (B) If a holiday falls on the employee's day off, the employee will accrue one personal holiday, to be scheduled by mutual agreement between the employee and the Chief (or designee) at a later date within the same fiscal year subject to Section 2 of Article 12 above. The personal holiday bank shall be maintained by the City and reported on the employee's biweekly pay record.
- (C) Employees required to work on recognized City holidays shall be compensated at the rate of time and one-half (1-1/2) times their regular hourly rate of pay to a maximum of ten (10) hours worked (fifteen (15) hours pay), in addition to a day's pay for the holiday. By mutual agreement between the employee and the City, such compensation may be taken in the form of compensatory time off.

**Section 4.** For employees who normally work a Monday through Friday shift, holidays falling on Saturday shall be observed the preceding Friday, and the holidays falling on Sunday shall be observed the following Monday.

**Section 5.** Whenever one of the recognized holidays fall during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

## ARTICLE 13 – VACATIONS

**Section 1.** All regular employees who have been in the employ of the City for at least one (1) full year shall be entitled to vacation benefits. The following annual vacation allowance shall be observed:

<u>Year of Services</u>	<u>Annual Accrual Rate</u>	<u>Max Accrual</u>
1 to 4 years	80 hours	180 hours
5 to 9 years	120 hours	260 hours
10 to 13 years	160 hours	300 hours
14 years and over	200 hours	380 hours

Vacation shall accrue each pay period in amount equal to the annual accrual rate divided by the total number of pay periods.

**Section 2.** Employees who leave the employ of the City after having been employed for one (1) or more years shall be paid in one (1) lump sum for any accrued but unused vacation benefits upon separation.

**Section 3.** All time off for vacation shall be by mutual agreement between the supervisor and the employee. In the event of a conflict between the employees regarding time of their vacations, then the principle of seniority shall prevail (unless vacation/ days off were approved and on the schedule for two (2) weeks). Employees may use accrued vacation hours with advanced approval on an hourly basis. Vacation hours used shall be paid at the regular hourly rate of pay.

**Section 4.** Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

## ARTICLE 14 - SICK LEAVE

**Section 1.** The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and the City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

**Section 2.** Upon employee separation of employment from the City, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 14, Section 3 of this Agreement. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

**Section 3.** Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of their accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section 3 of Article 14 of this Agreement shall not exceed five hundred

(500).

**Section 4.** An employee off work due to an on-the-job injury shall be allowed to use accumulated sick leave to supplement the difference between their net pay and workers' compensation payments for forty-five (45) days from the date of the injury. The City will supplement the difference thereafter for a period of up to forty-five (45) calendar days. The City's supplement may be extended at the discretion of the City Council.

#### ARTICLE 15 – FAMILY MEDICAL LEAVE

**Section 1.** The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.

**Section 2.** Unless otherwise required by law, and subject to Section 1 of Article 15 above, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.

#### ARTICLE 16 - FUNERAL LEAVE

**Section 1.** In the event of a death in the employee's immediate family, said employee shall be entitled to a leave of absence with pay up to three (3) working days to make arrangements for and/or attend the funeral. Additional time may be granted by the City Administrator. The Employee's immediate family shall include; spouse, ex-spouse, domestic partner, children, step-children, grandchildren, parents, brothers, step-brothers, sisters, step-sisters, grandparents, mothers-in-law, fathers-in-law, brothers-in-law and sisters-in-law, aunts and uncles, or is in a relationship of in loco parentis. The City of Canby recognizes Oregon Family Leave as outlined in ORS.

#### ARTICLE 17 - JURY DUTY

**Section 1.** Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, provided, that the employee endorses all checks received from the court for those services over to the City. If an employee serving jury duty is excused, dismissed or not selected, then the employee shall report for their regular work assignment as soon as possible.

#### ARTICLE 18 - EDUCATIONAL LEAVE

**Section 1.** Educational leave will be at the discretion of the City Administrator.

#### ARTICLE 19 - LEAVE OF ABSENCE

**Section 1.** All regular employees may be granted a leave of absence without pay for a period of time, up to twelve (12) months, if in the judgment of the City Administrator; such leave would not seriously handicap the employee's department. All requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time of the requested leave and must include a complete justification for the leave, except in the case of an off-the-job accident, in which case the leave may start immediately.

While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but shall not lose seniority accrued previous to beginning the leave. Employees on such leave shall be eligible for health and welfare insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

The City will pay the Health & Welfare insurance premium for employees on approved leave of absence due to the serious illness of the employee or a family member in accordance with Federal and State law.

## ARTICLE 20 - HEALTH & WELFARE/DENTAL/PRESCRIPTION DRUGS

**Section 1.** The City will provide group medical/drug, vision, and dental/orthodontics insurance coverage for full time employees and their dependents.

(A) Effective January 1, 2022, the City will pay ninety percent (90%) of the premium costs of the plan in each tier of coverage. Any premium costs not covered by the City during the life of this agreement shall be paid by the enrolled employee through automatic payroll deduction.

The group insurance coverage provided above will be subject to annual review and recommendations by an insurance Benefits Advisory Committee consisting of an equal number of represented Canby Police Association members, AFSCME members, and management committee members.

**Section 2.** During the term of this Agreement, the City will provide one and one-half (1 1/2) times an employee's annual salary as life insurance and death benefits for all bargaining unit members.

**Section 3.** The City shall provide a program of long term disability insurance for all employees.

**Section 4.** Effective January 1, 2021, In the event that the City's premium contribution increases by more than six percent (6%) from the previous year, any increase over six percent (6%) will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

In the event that the City's premium contribution increases by more than ten percent (10%) in any given year, the parties agree to reopen this Article 20 and Article 10 (Wages) of this Agreement. The City and its agent will make good faith efforts in negotiating premium rates after initial quotes are offered.

**Section 5.** In the interest of promoting mental wellness and the overall wellbeing of employees, the Canby Police Department and the Canby Police Association have entered into an agreement to provide voluntary mental health wellness checks and training for all bargaining unit members.

The purpose of this check-up is to help the employee identify any potential issues and give them training tools with which they can nurture their own mental health. The Department will work with a qualified mental health provider who works exclusively, with law enforcement personnel and it affiliated with Responder Life; our Peer Support liaison.

The information shared during these visits is between the employee and the care provider only and the protections of doctor/ patient confidentiality will apply. The only information the City will receive is the bill form the visit, no employee information will be provided to the City to protect employee privacy. Any follow-up regarding the consultation or recommendations made by the provider for further care or treatment will be

the employee's responsibility. The Department will only pay for the one (1) check-up per fiscal year.

Complying with any recommendations made by the provider is completely voluntary on behalf of the employee. The Department will not seek to obtain information regarding the results of the consultation or any recommendations unless the employee relies on the consultation or recommendations to request accommodation or obtain an employment right or benefit directly related to the consultation or recommendation (except for the use of leave from a member's accrued leave banks).

The wellness checks are voluntary and there will be no adverse effect on the employment status or employment opportunities if an employee chooses not to participate.

Employees will attend the appointment while on duty (with arrangements with a Sergeant). Employees that attend the appointment will be compensated \$150 (once per fiscal year).

**Section 6.** Attached to this Agreement are the summaries of the health and welfare policies and benefits as currently in effect for employees represented by the Association.

## ARTICLE 21 - RETIREMENT

**Section 1.** The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

## ARTICLE 22 - SAFETY COMMITTEE

**Section 1.** The City shall have a Safety Committee and will hold periodic safety meetings with the employees. One employee selected by the Association shall be on the safety committee without loss of pay for participating in official safety committee business. This voluntary representation during off-duty hours shall not be considered hours worked for compensation purposes.

## ARTICLE 23 - GRIEVANCE PROCEDURE

**Section 1.** Any grievance or dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

- (A) The employee, with or without their Association representative, shall present the matter in writing to the Chief within fourteen (14) calendar days, from the date the grieving party first became aware of the problem giving rise to the grievance. Within seven (7) calendar days after receipt of the report, the Chief shall attempt to resolve the matter and submit their answer in writing to the employee and association representative;
- (B) If the grievance still remains unsettled, the Association may within fourteen (14) calendar days after the reply of the Chief is received or the date that such reply is due, submit the grievance in writing to the City Administrator. The City Administrator shall respond in writing to the employee and Association representative within seven (7) calendar days; and
- (C) If the grievance still remains unresolved, the Association may submit the matter to binding arbitration within fourteen (14) calendar days of the date reply is received from the City Administrator or the date

that such reply is due.

- (D) For all grievances except disciplinary grievances involving law enforcement officers, the City and Association will attempt to jointly agree to an Arbitrator. For disciplinary grievances involving law enforcement officers (as defined by ORS 131.930), arbitrator selection shall be in accordance with ORS 243.808.

**Section 2.**

- (A) This arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) Oregon or Washington arbitrators. Both the City and the Association shall have the right to strike three (3) names from the panel. A coin toss shall determine the first strike. Following the first (1<sup>st</sup>) strike the other party shall then strike one (1) name. The process will be repeated twice and the remaining person shall be the arbitrator.
- (B) The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing or as agreed by the parties. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement.
- (C) The decision of the arbitrator shall be binding both parties. The costs of the arbitrator shall be borne by the losing party as determined by the arbitrator, however, if the arbitration is conducted in accordance with ORS 243.808, the costs of the arbitrator shall be equally split between the parties. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.
- (D) The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing or, in the event the parties submit post-hearing briefs, within thirty (30) calendar days of the submission of the post-hearing briefs, unless mutually extended by the parties and the arbitrator. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.
- (E) Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena.
- (F) If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.
- (G) At the end of the evidentiary portion of the arbitration, the City and Association may agree to oral arguments in lieu of written closing briefs. The City and Association may also agree to have the arbitrator issue an oral bench decision. The bench decision shall be issued within a reasonable time after the conclusion of the hearing, not to exceed seven (7) calendar days, and shall be confirmed by the arbitrator

in writing. The arbitrator's bench decision shall be electronically recorded as the formal record and decision associated with the arbitration.

- (H) Section D above will not apply when the grievance is for the purposes of an arbitration proceeding concerning alleged misconduct by a law enforcement officer. [ORS 131.930]. Selection of an Arbitrator for an arbitration proceeding concerning alleged misconduct by a law enforcement officer shall comply with the terms as set forth in ORS 243.808. Costs and fees of an Arbitrator pursuant to HB 2930 will be split equally be the parties.
- (I) Sections E and F above will apply to an arbitration conducted pursuant to HB 2930. All other expenses in an ORS 243.808 arbitration shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 3. Time Limits.** All parties subject to these procedures shall be bound by the time limits outlined in this Article. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived. If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits outlined in this Article.

## ARTICLE 24 - STRIKE/LOCKOUT

**Section 1.** The Association agrees that during the term of this Agreement, its membership will not engage in any strike, work stoppage, slowdown, or interruption of City services as per Oregon Law and the City agrees not to engage in any lockout.

## ARTICLE 25 - PERSONNEL RECORDS

**Section 1.** No material in any form which can be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file, unless such employee has first been allowed to read such material. Any employee may, upon request, have access to their personnel file. Any employee may also have the right of reproduction of their personnel file in full or in part at no charge if the materials are needed to aid in the defense against a disciplinary action. No portion of any employee's file shall be transmitted without the explicit consent and request of the employee other than those transmissions authorized by the City, by order of a court of competent jurisdiction, or as required by law.

**Section 2.** The City shall maintain only one personnel file. An employee's supervisor may keep a "working file" for purposes of personnel evaluations.

**Section 3.** Records of discipline that involve measures up to and including written reprimands shall, upon request of the employee, be removed from the employee's personnel files after three (3) years and given to the employee. Records of suspensions shall be removed from the employee's personnel files after seven (7) years, upon request of the employee, and given to the employee. If a subsequent disciplinary action(s) is imposed prior to removal of a record of discipline or suspension under this section, the time for removal shall be computed from the subsequent disciplinary action.

## ARTICLE 26 - ASSOCIATION BUSINESS

**Section 1.** The City shall provide a bulletin board for the Association to post bulletins and other material pertaining to its members.



**Section 2.** Members of the Association, who are officially designated as representatives of the Association, shall be permitted to attend negotiating meetings and/or contract administration sessions, as the need may arise. These employee representatives shall not forfeit pay if such meetings are held during their working hours, provided they are for legitimate reasons. An employee abusing this privilege to handle Association business on City time could result in the employee forfeiting all or part of their pay for such time. At no time shall the City be obligated to pay more than two (2) representatives of the Association at any one time for such Association business.

**Section 3.** The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable. Membership or non-membership in the Association, as well as the decision of whether to make payments or not to make payments to the Association, shall be the individual choice of employees covered by this Agreement.

## ARTICLE 27 – LIGHT DUTY ASSIGNMENT

**Section 1.** An employee injured on the job may be required to perform light duty assignments. An employee injured off of the job may request light duty assignments. In each case the City may require an independent medical examination to determine whether the employee is fit for light duty assignments, and, if so, the types or nature of activity that the employee may or may not perform. If the examination is not covered by the employee's health insurance coverage, it shall be paid for by the City. The City will provide the employee with a form of physician's release to be completed by the examining doctor.

An employee assigned to light duty will be assigned to an administrative schedule that is typically Monday through Friday from 0800 to 1600, although the schedule may be adjusted based on the operational needs of the City. A light duty assignment is a temporary accommodation.

## ARTICLE 28 - TRAUMATIC INCIDENTS

**Section 1.** An employee directly involved in a traumatic incident while in the performance of their duty shall have the opportunity to undergo a traumatic incident debriefing with a medical doctor or psychologist jointly designated by the Association and the City. The City may require an employee involved in a traumatic incident to undergo such debriefing. The debriefing shall be for the purpose of allowing the employee to deal with the moral/ethical and/or psychological effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department for any reason, except as provided below. If the debriefing is not covered by the employee's health insurance coverage, it shall be paid for by the City.

An employee may be placed on administrative leave with pay if warranted. The decision to place the employee on administrative leave and the length of the leave shall be made by the City after consultation with the person conducting the debriefing, whose recommendation shall be limited to the need for and length of the recommended leave.

**Section 2. Critical Incident Leave.** For the wellness and health of an employee involved (as defined by ORS 181 A.790) in a critical incident, each involved employee shall be placed on City-paid Critical Incident Leave until the Clackamas County District Attorney's Office or another designated prosecutor's office has officially determined that the employee's involvement in the critical incident does not subject the employee to any criminal exposure.

## ARTICLE 29 - INDEMNIFICATION AGAINST LIABILITY

**Section 1.** The City shall defend, save harmless, and indemnify any employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in case of malfeasance or willful or wanton neglect of duty.

## ARTICLE 30 - OTHER EMPLOYMENT

**Section 1.** No employee may engage in employment with another employer while in the employ of the City, unless the employee has first received written approval from their department head and the City Administrator.

## ARTICLE 31 - PROTECTIVE CLOTHING/UNIFORMS

**Section 1.** The City shall provide employees with protective clothing and uniforms when they are required as a condition of employment. Such items shall be considered as the property of the City and shall be returned to the City upon termination of employment, prior to the employee's final payment of wages. The care and cleaning of such clothing shall be the responsibility of the employee. The City shall pay all bargaining unit employees a cleaning allowance of fifty dollars (\$50.00) per month.

**Section 2.** The City shall provide a plain clothes clothing allowance of fifty dollars (\$50.00) per month to employees assigned to detective duties.

**Section 3.** The City will reimburse employees for the damage, destruction, theft or loss of personal property used in the performance of the employee's duties in accordance with this Section. Employees must request reimbursement in writing within seven (7) calendar days of the damage, destruction, theft or loss. Employees must prove the loss occurred and present proof of replacement cost or repair cost, whichever is less. The City will reimburse all personal property lost that is valued at one hundred dollars (\$100.00) or less provided the clearance and reporting requirements are met. Personal property items valued over one hundred dollars (\$100.00) will be reimbursed only if employees have the item pre-approved in writing for on-duty use by the Chief or designee prior to any request for reimbursement. In all cases, such reimbursement will not be required where the property was adversely affected due to an intentional act by the employee or as a result of the employee's gross negligence.

**Section 4.** The City will reimburse employees annually in the amount of two hundred and fifty dollars (\$250.00) for the purchase of footwear to be used in carrying out their police responsibilities on behalf of the City.

## ARTICLE 32 - PHYSICAL FITNESS INCENTIVE

**Section 1.** Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive has been established.

Once per fiscal year, employees will be provided the opportunity to participate in the DPSST certified ORPAT course as a component of the department's mandatory scheduled training. Scheduling of this testing shall be determined by the Chief of Police. Participation in the timed ORPAT test for the physical fitness incentive is voluntary. Any voluntary participation in the ORPAT testing during the initial scheduled training will be done "on duty time".

Employees who are unable to participate in the scheduled ORPAT test due to a reasonable conflict must submit a written request to the Chief of Police prior to the training date requesting authorization for an excused absence. The Chief of Police will schedule a second test date within sixty (60) calendar days for authorized employees to participate in the ORPAT course on their own personal time. The date and location of the second scheduled ORPAT test will be at the discretion of the Chief of Police.

For purposes of this Agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City of Canby as passing, will be the standard used by DPSST and in effect at the time of the testing.

Those employees, who successfully complete the ORPAT course in a time that is considered passing, will receive an incentive bonus of three hundred dollars (\$300.00). The incentive will be paid in one (1) lump sum through payroll and the parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. Employees must be off probation to be eligible for the incentive.

Employees who do not successfully complete the ORPAT course will not be eligible for the incentive.

Employees, who voluntarily seek this incentive, but do not meet the minimum ORPAT passing standard as defined in this Agreement, and will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City of Canby, or its supervisors, due to not passing the ORPAT standard as defined in this agreement. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate, will not receive discipline, or be negatively treated by the City of Canby, or its supervisors, for this choice.

### ARTICLE 33 – LEGAL FEES

The Association will purchase and make available the Legal Defense Fund of the Peace Officers Research Association of California (PORAC) Plan II. The Association will ensure that all represented employees of the bargaining unit who are eligible for PORAC Plan II are enrolled as participants in PORAC Plan II, and make available the plan to command staff.

By PORAC rule, employees in bargaining unit positions who choose not to be a member of the Association are NOT eligible to be enrolled in PORAC coverage.

During the first calendar week of December, March, June and September of each year, the City and Association shall ascertain the amount due to PORAC for enrolling all eligible bargaining unit represented employees in coverage under PORAC Plan II for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of eligible bargaining unit represented employees employed by the City on December 1, March 1, June 1, and September 1, times the actual current amount of PORAC Plan II coverage (currently less than six dollars (\$6.00) per covered employee per month for individual PORAC Plan II coverage, notwithstanding changes in staffing levels during individual calendar quarters. In the event the premiums for PORAC Plan II coverage increase during the term of this Agreement, the City agrees to pay the increased premium commencing on the subsequent December 1, March 1, June 1, or September 1 to a maximum of eight dollars (\$8.00) per represented employee per month.

The City shall pay to the Association the amount of calendar quarter premium costs for coverage in PORAC Plan II during the first half of each of the months referenced above in order to enable the Association to remit payment to PORAC by the end of the month.

The Association will be responsible for making payments on behalf of eligible participants. The City's obligation under this Article is limited to making payments as set forth above. The City bears no responsibility for ensuring that eligible bargaining unit represented employees are properly enrolled in or covered by PORAC Plan II.

**ARTICLE 34 - SAVINGS CLAUSE**

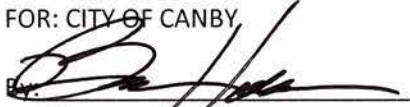
**Section 1.** Should any provision of this Agreement be found to be in conflict with any federal or state law, or final decision of any court of competent jurisdiction, or ruling or decision of any administrative agency, said provision shall be modified to comply with said law or decision and all other provisions of this Agreement shall remain in full force and effect.

**ARTICLE 35 - DURATION OF AGREEMENT**

**Section 1.** This Agreement shall become effective and retroactive, as applicable, upon signing, with wages, insurance, and all economic benefits retroactive to July 1, 2022. This Agreement shall remain in full force and effect through June 30, 2025.

This Agreement shall remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) calendar days prior to the expiration of this Agreement or any subsequent anniversary date of this Agreement, requesting that this Agreement be opened for changes and/or termination. In that case, this Agreement shall remain in full force and effect until a new agreement is signed by both parties.

FOR: CITY OF CANBY

  
\_\_\_\_\_  
Mayor

By:   
\_\_\_\_\_  
City Administrator

Date: 6/16/22

FOR: CANBY POLICE ASSOCIATION

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Secretary

Date: 6/16/22

Salary Schedule A

**Canby Police Association  
Salary Schedule A  
Effective July 1, 2022**

			5% steps			3.5% step
<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Police Patrol	\$6,041	\$6,343	\$6,660	\$6,993	\$7,343	\$7,600
Sergeant	*	*	\$8,067	\$8,470	\$8,894	\$9,205

The base rate per pay period shall be the monthly rate multiplied by twelve (12) months and divided by the total number of pay periods.

\*Sergeant pay starts at Step 3.