

AGREEMENT
BETWEEN
THE CITY OF REDMOND
AND
THE REDMOND POLICE OFFICERS ASSOCIATION
(RPOA)

July 1, 2012 – June 30, 2016

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PREAMBLE

THIS AGREEMENT is entered into between the CITY OF REDMOND, hereinafter referred to as the "City," and the REDMOND POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Association."

This Agreement shall be effective upon representatives of both the City and the Association executing this Agreement. The representatives executing said Agreement herein represent that they have the full authority to enter into such an Agreement on behalf of their respective parties.

The purpose of this Agreement is set forth the entire Agreement between the parties on matters relating to employment relations, the promotion of harmonious relations and the establishment of a peaceful procedure for the resolution of differences.

**ARTICLE I
RECOGNITION**

1.1. The City recognizes the Association as the sole and exclusive bargaining agent for all classified employees in the bargaining unit in the following classifications with respect to wages, hours and other conditions of employment:

- a. Police Officers and Police Sergeants;
- b. Records Specialists, Community Service Officers, and Receptionists.
- c. All supervisory, confidential, irregular and seasonal employees and other persons temporarily employed by the City as an employer of last resort are excluded from the bargaining unit.

1.2. Should the duties of an existing classification be substantially changed by the City, or a new classification be created and added to the bargaining unit, or a new classification be added to the bargaining unit by virtue of Employment Relations Board order, then this Agreement shall be reopened for the sole purpose of negotiating the appropriate wages and benefits for the newly created, added, or substantially changed classification. Should the negotiations not produce an agreement, the issue of the appropriate wages and benefits shall be submitted to arbitration pursuant to the arbitration provision of this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

The City shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees; determining services to be rendered, standards of service and methods of operation, including the decision to sub-contract and/or the introduction of new equipment, provided that the City shall notify at the earliest time possible the Association when such decision is being considered in order to negotiate the impact of such decision as it may impact wages, hours of work, reduction of personnel, training and/or safety. Although the City shall negotiate the impact of introducing new equipment, the City shall retain the right to introduce said equipment at its own discretion. Further, the City may establish procedures and standards for employment and promotions; to layoff, transfer, and promote; to discipline or discharge for cause; to determine job descriptions and classifications; to determine work schedules and assign work; to purchase, dispose and assign equipment and/or supplies; the right to set personnel policy consistent with this Agreement; and any other rights except as limited by the terms of this Agreement.

**ARTICLE 3
NON-DISCRIMINATION**

3.1. No employee shall be discriminated against due to his/her race, religion, sex, color ethnicity, and national origin, handicap or marital status.

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

ARTICLE 4
ASSOCIATION SECURITY/PAYROLL DEDUCTIONS

4.1. In accord with Oregon law, each newly hired employee shall within 30 days after hire become a member of the Association and submits a dues deductions request to the City or do one of the following:

a. If the employee due to religious affiliation objects to being an Association member, the employee shall pay each month a donation to a non-secular charity of his or her choice, in an amount equal to the monthly Association dues; or

b. Indicate that the employee wishes to pay a Fair Share to the Association in lieu of membership. Then the Association will certify to the City the appropriate amount of Fair Share withholding, and the City shall deduct that amount from the employee's pay each month.

4.2. The City, when so authorized and directed in writing by an employee, a member of the Association, on the authorization form provided by the City, will deduct Association initiation fees, Association dues, and any other agreed to deductions from the wages of such employee. The amount to be deducted shall be certified in writing to the City by the Association. The aggregate deduction shall be remitted to the Association monthly.

ARTICLE 5
CITY SECURITY

The Association agrees that no employee covered by this Agreement shall engage in a work stoppage, slowdown or strike, and that if any unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify such employee so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. However, nothing shall limit or impair the right of any employee to lawfully express or communicate a complaint or opinion on a matter related to the condition of employment.

ARTICLE 6
ASSOCIATION RIGHTS

6.1. The City will furnish each employee member of the Association with a copy of this Agreement, the City's Personnel Rules and Regulations and any amendments or revisions thereto, and fringe benefit plans.

6.2. The designated Association representatives will be allowed to conduct Association business on an individual basis during duty hours provided the required work duty is not affected.

6.3. The City shall provide the Association access to bulletin boards and electronic E-mail system for the purpose of posting notices concerning Association meetings and related matters.

6.4. The City will provide the Association President with copies of all disciplinary notices within 24 hours of the issuance of such notice to an employee within the bargaining unit. This notice shall be in writing and be delivered in person unless another form of service is mutually agreed upon by both the Association President and the Management representative handling the discipline. As long as good faith efforts are made to satisfy the notice requirements of this section, unintentional failure to comply will not invalidate the discipline or discharge.

**ARTICLE 7
SAFETY**

7.1 Every employee is responsible for safety. To achieve our goal of providing a completely safe work place, everyone must be safety conscious. Employee shall report any unsafe or hazardous condition directly to your supervisor immediately. Every effort will be made to remedy problems as quickly as possible.

7.2 In case of an accident involving a personal injury, regardless of how serious, notify your supervisor or the Risk Management Department immediately. Failure to report accidents can result in violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

ARTICLE 8 SENIORITY

8.1. "Department Seniority" as used in this contract is determined by the length of an employee's continuous service with the Department since the employee's last day of hire, provided that employees who take a leave of absence for 90 days or less or who return from layoff shall have all seniority accrued prior to the break in service restored. In addition, there shall be "classification seniority" which will be the length of the employee's continuous service in the employee's present job classification. This time limit shall not apply to employees on approved leave of absence due to Workers' Compensation or other disability, who shall have accrued seniority restored upon return to work. An employee who has not completed the entry probationary period shall not have seniority rights.

8.2. The City will provide the Association with a copy of the seniority list and the City shall post the seniority list on departmental bulletin boards.

8.3. Preference in shift assignments, vacation scheduling, extra days off, or any other choice given by the City to the employees in the bargaining unit shall be by classification seniority. Work shifts for all police personnel shall be scheduled on a rotating basis so that all such personnel shall work a fair amount on each shift. Work shifts for all police personnel shall commence on January 1 of each year. Preference at January 1 shift assignment shall be by seniority which may be exercised only once per year. After the employees have completed the shift bid process, should the bid shifts be unbalanced as to offer security, such as to reasonably cause safety concerns, or officers with the same specialty skills on the same team will cause scheduling shortages the City may move the least senior officers necessary in order to balance the shift. Each employee may exercise seniority one time only each year in scheduling all or part of their accumulated vacation leave. Such vacation leave shall be taken between January 1 and December 31 of a given year, and vacation schedules shall be completed by March 1 of such year. Employees shall be permitted to schedule their vacations according to their particular workweek; in other words, between their regularly scheduled consecutive days off. If an employee fails to schedule his annual accumulation of vacation leave during the first "round" of scheduling by seniority, then such employee must wait to finish his vacation scheduling until all other employees have exercised their rights to scheduling all or parts of their vacation leave. If conflicts occur between scheduled vacations and senior employees scheduling extra days off, vacation time will be given preference. Duty assignment changes will be allowed only if in the judgment of the City such changes do not detract from the effectiveness of the departmental operations.

8.4 Sergeants will bid for vacation before officers.

**ARTICLE 9
LAYOFF**

9.1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. "Layoff" means an action by the City which results in an employee being temporarily withdrawn from his permanent classification for any reason not reflecting discredit on the employee.

9.2. Any employee who is to be laid off who had advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in such lower classification in the Department.

9.3. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the Department. No new employee shall be hired in any classification until all employees on layoff status from that classification have had an opportunity to return to work.

9.4. Nothing in the Article shall restrict the prerogatives of the City to determine the financial necessity of service reduction, the classifications affected by the layoff, or the duration of the layoff.

9.5. An employee's refusal to accept a position offered in writing sent to his/her last known address, by certified mail, with no less than seven (7) days notice, for recall from layoff, under this Article obviates the City's responsibility to make future offers.

ARTICLE 10
COMPENSATION

10.1. The City and the Association have agreed hereby to follow the classification system and the pay plan set forth in Appendix A. The salary schedule shall be increased by the following:

Sworn officers

07/01/2012 2% Increase

Non-Sworn personnel (CSO, Records Division)

07/01/2012 Records 2% Increase

07/01/2012 CSO 2% Increase

Wage openers for fiscal year July 2013, July 2014, and July 2015

The parties agree to open this contract on wages only (Section 10.1) for fiscal years July 2013 July 2014, and July 2015. The parties agree to meet and commence bargaining for the wage reopener during the month of January of each reopener year in order to allow sufficient time for bargaining and city budgeting.

10.2. Employees including employees promoted or transferred to a new classification, with satisfactory or better than average performance shall receive a one-step merit increase pursuant to the salary steps listed in Appendix A, at six (6) months, at one (1) year and each succeeding year thereafter until the employee has reached the maximum salary for his/her salary range. If an employee believes the evaluation to be unfair, unjust or not representative of the facts, the employee shall have the right to have a written statement attached to the evaluation, to file a grievance or both.

Signature of an evaluation form by the employee shall not indicate acceptance or acquiescence to the evaluation, only that the employee has received a copy.

10.3. When a member of the bargaining unit is required to work at a higher classification than his regular assigned classification and pay rate, he shall be paid at the same rate for the position filled commencing on the first day following the assignment.

10.4 The City agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) and pay the employers and the employees' contribution.

10.5 Employees assigned as a Field Training Officer or Field Training Officer Coordinator shall receive five percent (5%) premium pay during the time that a trainee is assigned to the employee.

10.6 Any employee who is assigned to ride a motorcycle shall receive a five percent (5%) premium pay during the period of time that the employee is actually riding the motorcycle.

10.7 Employees who take and pass an annual Spanish proficiency test at the intermediate level will receive a two percent (2%) premium pay. Employees who take and pass an annual Spanish Proficiency test at the "advanced level" will receive a four percent (4%) premium pay. All incentive pay for those who take and pass the proficiency test will begin on the date the employee passes the test. The City and the Association agree to use the ALTA testing method consisting of oral and written proficiency examinations (as of August 1, 2009). Any changes to this testing will be agreed upon by the City and the Association.

10.8 Employees assigned to Detectives Division shall receive five percent (5%) premium pay.

10.9 Employees assigned to the Juvenile Services Unit within the Detectives Division shall receive five percent (5%) premium pay. These employees will generally work Monday – Friday, eight hours per day. As long as this remains a uniformed assignment, they will not receive a clothing allowance.

10.10 a. Officers assigned to the K-9 program will receive either (a) premium pay equal to three and one-half hour's pay at the officers regular rate of pay per week or (b) three and one-half hours compensatory time off per week for care and maintenance of their canine. These officers will elect either pay or time off.

b. Officers assigned to the K-9 program and working a swing/cover shift may agree to receive a minimum of thirty (30) minutes per day for the routine care of their animals. Officers will be scheduled in blocks of four (4) days on with eleven hour shifts followed by four (4) days off. These shifts will roughly correspond to the twelve hour shifts of other field patrol officers. Specific starting and ending times will be designated by the City based on operational needs.

c. If at any time Officers assigned to the K-9 program are placed on a patrol team including working two twelve 12 hour days and two twelve (12) hour nights, they will revert back to subsection (a).

10.11 DPSST CERTIFICATION INCENTIVE PAY

Certification incentive pay shall be given to employees who have obtained Intermediate and Advanced DPSST certification. Employees having obtained Intermediate certification shall receive a five percent (5%) pay differential; employees having obtained an advanced certification shall receive a ten percent (10%) pay differential over base.

ARTICLE 11 HOURS OF WORK

11.1. Any classified employees who are authorized and directed to work in excess of forty (40) hours in a work week or eight (8) hours in any work day if assigned to five (5) shifts of eight (8) hours each in a week; or forty (40) hours each in a work week or ten (10) hours in a work day, if assigned to four (4) shifts of ten (10) hours each in a work week; or forty-eight (48) hours in a work week or twelve (12) hours in a work day, if assigned to four (4) shifts of twelve (12) hours each in a work week, shall be compensated at the rate of one and one-half (1½) times the regular rate of said employee. The City retains the right to change the current hours of work from a five day a week, eight hours a day to either a four ten day program or a four twelve hour program. However the City will negotiate the impact of that change before implementation of it.

Employees who are assigned to work a 4-12 schedule shall accrue twelve (12) hours a month compensation for the extra hours worked. This may be taken as pay or placed in their compensatory bank.

The Employer has adopted an FLSA Section 7(k) work period of 24 days for officers working four (4) 12 hours shifts followed by four (4) days off and a work period of 28 days for officers working four (4) 10 hour shifts followed by three days off. Implementation of the Section 7(k) exemption is to establish an FLSA work period only.

11.1B Hours of Work – Records Division The Records Division may work 4-10 hour shifts per week. Saturday and Sunday will be non-working days. Each Records Division employee working a 4-10 schedule will receive their 3rd day off each week either on Monday, Wednesday, Thursday or Friday. Each 10 hour shift will begin at 6:30a.m. and end at 5:00p.m. with a ½ hour lunch break; or begin at 7:00a.m. and end at 5:30p.m. with a ½ hour lunch break.

It is expressly understood that management has the right to discontinue this 4-10 weekly schedule for Records Division employees at management's discretion.

11.2. Scheduled Hours of Work. The employee's normal hours of work will be scheduled fifteen (15) days in advance in writing. When an unexpected or unplanned shortage of employees occurs because that employees scheduled to work are unable to report for duty due to an emergency or other unexpected occurrence management may adjust the schedule as necessary to provide minimal staffing to provide for officer and public safety. In the event management is not able to provide a minimum of 4 hours notification due to an emergency or unexpected shortage the employee affected by the change shall receive 4 hours of overtime pay, at 1 and ½ rate, during the ensuing shift worked. Members of the Association agree to notify management as early as possible of an emergency or unexpected absence from their regularly scheduled shift.

Management and the Association agree to continue the current practice of allowing employees to take earned time or comp time off without a 15 day notice. The Association agrees that in order to grant the requested earned time or comp time off that some other members schedules may need adjustment. There shall be no overtime paid for schedule changes made at the request of an Association member, when the requested time diminishes efficient staffing as determined by management, or during time periods involving resource intensive events.

Overtime shall not be paid for schedule changes when personnel agree between themselves to exchange shifts with prior management approval.

11.3. Overtime shall be compensated at the rate of one and one-half (1½) of the regular rate of pay, but in no event shall such compensation be received twice for the same hours. Except as provided in Subsection 11.7, compensation shall be in the form of cash payment.

11.4. Emergency Call Back. When because of operational necessity Association members are called in to work outside of their scheduled shift or their adjusted shift as per Section 11.2 or on vacation bid under 8.3 they shall be compensated for a minimum of four (4) hours at the overtime rate for the affected employee.

11.5 When an employee who must come in outside of their scheduled shift (including on a vacation day bid under 8.3) to attend a mandatory staff or department meeting with a minimum 72 hour notice, that employee will be compensated at 1 ½ times their actual pay for the actual hours worked. Management will be limited to scheduling no more than one (1) non-emergency mandatory staff or non-emergency department meeting per month.

11.6 For work on holidays, as specified in Article 12.1, all employees shall be entitled to compensation at the rate of time and one half (1 ½) for every hour actually worked on the holiday. The employee may take this time in pay or may deposit the hours in their holiday bank. Employees who appear in court on scheduled days off or time off shall receive a minimum of four (4) hours pay at the overtime rate.

11.7 At the employee's option, overtime shall be paid in the form of cash or comp time off. Accumulated comp time off in excess of 60 hours as of March 31, June 30, September 30, and December 31, will be transferred into the employee's VEBA account.

11.8A Certain special teams or work units may need to adapt to changing circumstances to meet workload demands outside normal work hours. The City and the Association recognize the value in temporarily flexing schedules to meet the needs of the City and the Association members.

Nothing herein prevents the temporary implementation of alternative work day schedules or flexible work hours by mutual agreement so long as it does not exceed FLSA standards.

11.8B For the purpose of this Agreement, flex time means an hour for hour trade of time worked for time not worked with respect to an employee's regular work schedule. Flex time will not be carried beyond consecutive bi-monthly pay periods. Flex time is not a time bank in which to accrue or use time at the employee's sole discretion. Time worked and time not worked should be balanced within the monthly pay period accrued if possible, but may be balanced in consecutive pay periods.

**ARTICLE 12
HOLIDAYS AND VACATION**

12.1. The following are recognized holidays for all Redmond Police Department Employees for the purposes of recording actual holiday time on employee timesheets and for actual and observed holidays for office closures:

New Year's Day	Martin Luther King Jr.'s Birthday
President's Day	Memorial Day
Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

One Floating Holiday

If Christmas Eve and New Year's Eve-fall on a weekday, the holiday shall start 12:00 noon.

12.2. Police Officers and CSO:

In lieu of the holidays afforded other City employees, all police officers and community service officers shall receive twelve (12) days off with each fiscal year. Such time off in lieu of holidays shall accrue to each employee at the rate of one (1) day in lieu of a holiday off each full month worked by the employee. The term "day" means a regular eight (8) hour period of assigned work. At the end of the fiscal year (June 30) an employee will be able to retain up to 20 hours of their Holiday bank, all other hours will be paid out on the July 15th paycheck.

12.3 Records Specialist:

For all Record Specialist employees the Offices are closed on the actual holiday or on the observed holiday. Employees working 5/8 or 4/10 work schedule shall record the holiday on the day the office is closed. The holiday is equal to 8 hours for an employee working a 5/8 schedule and 10 hours for an employee working a 4/10 schedule. If an employee is working a 4/10 schedule and the holiday falls on a scheduled day off, the employee will take the next business day off.

12.4 Full time employees shall accumulate vacation time monthly per length of employment with the City as follows:

0 up to 2 years	10 days of vacation
2 up to 5 years	12 days of vacation
5 up to 8 years	15 days of vacation
8 up to 14 years	17 days of vacation
14 up to 20 years	20 days of vacation
20 years and over	25 days of vacation

Provided, however, the maximum accumulation for vacation time shall be 160 hours or twice an employee's annual accrual, whichever is greater. The City shall notify an employee, in writing, 60 days in advance of that date on which the maximum accumulation is expected to be reached. An employee who is so notified shall meet with the chief of police to work out a mutually satisfactory arrangement by which the employee can reduce said accumulation below the maximum. If an employee fails to make a satisfactory arrangement for reducing accumulated vacation time, management may schedule excess vacation time at its discretion. In no event shall an employee forfeit vacation time or pay.

Newly hired employees may use vacation time after six months of employment.

**ARTICLE 13
SICK LEAVE**

13.1. Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of one day for each full calendar month of service, commencing with the date of employment. Sick leave may be accumulated up to a total of 1,600 hours. When the maximum accumulation is accrued, no further credits will accrue until and to the extent that use of the credits reduces the accumulation below the maximum. Unused sick leave credits shall terminate without benefit to the employee upon termination of the employee's services with the City for whatever reason.

13.2. Employees are eligible for sick leave for the following reasons:

- (a) Illness, injury, temporary disability or an appointment with a medical personnel.
- (b) Illness in the immediate family requiring the employee's presence to care for the ill family member. Immediate family includes spouse, children, step-children, mother, father, mother-in-law, father-in-law, grandparent, step-mother, step father, step-brother, step-sister and significant other residing in the employee's household.
- (c) For attendance at a funeral in the event of death of family members including step-mother, step-father, step-brother, and step-sister. Leave for this purpose may not exceed three (3) days in state and up to five (5) days out of state. (See Article 21 for compassionate leave with pay provisions.)

Employees shall notify employer as soon as possible of their absence due to illness.

13.3. Any employee who is off on account of sick leave for a consecutive period in excess of three (3) working days except as provided in 13.1 (c) shall, at the employer's request, present his/her supervisor or department head with a signed statement from an attending physician or qualified person certifying his/her inability to perform his/her regular job duties or the functions of an alternate duty position made available. If the City requests, any employee off on account of sick leave in excess of three (3) days shall be examined by a physician or qualified person mutually selected by the City and the employee at the City's expense, to determine whether the employee is unable to perform his/her regular job duties or whether the functions of an alternative duty position are made available.

13.4. Any employee who abuses use of sick leave shall be subject to disciplinary action.

13.5. Any employee who is injured as a result of an occupational accident shall have the ability to supplement the employee's Workers' Compensation time loss payments Pursuant to the City's "Post On-The-Job Injury/Return to Work Process" policy (revised 2/7/05).

ARTICLE 14
UNIFORMS/CLEANING/EQUIPMENT

14.1. Uniforms and equipment required by the City to be worn and used by employees covered by this Agreement shall be furnished by the City; title to such remains with the City. Upon termination from City employment for any reason, the Chief of Police may require the terminating employee to return to the City any and all of the parts of the prescribed uniform and/or equipment.

14.2. Expenses incurred in the cleaning or repairing of such uniforms and equipment shall be borne by the City.

14.3. The City agrees to seek the advice of the Association and affected employees when changes in uniforms are planned by the City.

14.4. A plain clothes allowance of \$350.00 shall be paid by the City on or about January 31 and July 31 for those officers who are assigned full time as an investigator for the previous six months.

14.5. The City shall furnish all sworn employees 50 rounds of practice ammunition per month, and an additional 300 rounds of practice ammunition for each range qualification. The City shall also furnish each employee one complete change in duty ammunition per year. The City will provide reasonable amount of ammunition to officers requesting additional ammunition for practice

14.6. The City shall furnish to all sworn employees a semi-automatic weapon. Selection shall be done upon the recommendation of the Department's Firearms Committee. Employees who have purchased their own weapons shall be allowed to continue utilizing them until the weapons have been replaced.

The City shall purchase, assign, and provide maintenance and sights on all weapons. The weapons shall remain the property of the City when the employee terminates employment. However, if an employee retires in accordance with PERS requirements having worked 10 continuous years with the City of Redmond the employee may keep the weapon at retirement.

ARTICLE 15
INSURANCE

15.1. The RPOA accepts the City's current insurance plan. The city agrees to supplement this plan as outlined in appendix B.

A). City and the RPOA agree to the following premium cost sharing schedule for medical, vision and dental insurance:

The City will pay 95% and each employee will pay 5% of total premium.

B) The City will establish a VEBA account for all employees. During the month of August of each year the City will contribute \$500 per year to each employees VEBA account.

C).The City will continue to pay full cost of life, long term disability and accidental death and dismemberment insurance plans.

15.2. For all employees who are required to pre-employment physicals, the City shall furnish physical examinations upon request for each employee on the basis of the following schedule: Employees under 40 years of age, once every 3 years; employees 40 years of age or older, once every 2 years. If the employee chooses to have the examination performed by the employee's own physician, the employee shall pay the difference, if any, between the cost of the funded physical examination and the actual charges made by the employee's physician for the examination. Employees that elect to partake of this benefit will do so on their own time without cost to the City.

ARTICLE 16
BILL OF RIGHTS

16.1 The Employer will provide the Association with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, transfer notices, promotion notices, pre-termination notices and termination notices.

16.2 Whenever an employee is interviewed by a supervisor concerning an incident which the employee reasonably believes could result in discipline, the employee may consult with an Association representative (Provided that the interview shall not be unreasonably delayed) and have an Association representative in the interview. The employer or the employee may record the interview.

16.3 Whenever an employee is interviewed in an internal affairs investigation by the Administrative Captain or designee concerning an incident which the employer believed will result in discipline, the employee will be afforded the following safeguards:

- a. The subject of an internal affairs investigation will be given at least 24 hours' advance notice of the interview. An employee may voluntarily waive the 24 hours' advance notice. The employee will be informed prior to the interview if the Employer believes the employee is a suspect in the investigation. Witnesses shall be given reasonable notice of their interview.
- b. The employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with an Association representative prior to an interview. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than four (4) hours except for minor complaints (incidents for which discipline no greater than an oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview. In serious cases the interview may be delayed no more than 24 hours so that the Association's attorney can attend if requested by the Association.
- c. With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- d. The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
- e. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State of Oregon or the United States.

- f. Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.
- g. The employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.
- h. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
- i. The Department will record all interviews and provide a copy of the complete interview to the employee, noting all recess period, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof. An employee may tape the employee's interview.
- j. Interviews and investigations shall be concluded with no unreasonable delay.
- k. The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

16.3 When the Investigation Results in Departmental Charges Being Filed. The employee, upon request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any tape recordings at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

16.4 Lie Detector Tests. The Employer will comply with state law with respect to the giving of polygraph or voice stress indicator.

**ARTICLE 17
EXISTING CONDITIONS**

Changes in existing conditions of employment relating to wages, hours and working conditions shall be subject to mutual agreement before becoming effective.

Any dispute regarding the interpretation and application of this Article shall be subject to the grievance procedure.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 A grievance is defined as any dispute arising between the parties as to the application, interpretation or meaning of any provision of this Agreement.

18.2. Disciplinary matters involving written reprimand, demotion, salary adjustment, suspension or discharge shall be processed starting at Step II of this procedure. All other grievances shall be processed beginning at Step I.

Step I. An employee should first present the grievance to his/her supervisor within the thirty (30) days of its occurrence or thirty (30) days from the date employee knew or should have known of its occurrence. If the employee does not receive a satisfactory response within seven (7) calendar days of first presenting his/her grievance, then within seven (7) calendar days after the response is received or should have been received, the employee with or without an Association representative may submit the grievance as per Step II.

Step II. Within seven (7) calendar days after having received a response at Step I or within seven (7) days after which a response should have been received at such step, the grievant may submit the grievance to the Chief. The Chief shall respond to the grievance within seven (7) calendar days of its receipt. If the grievant does not receive a satisfactory response at this step, the employee may request a hearing as per Step III.

Step III. The employee with his/her Association representative, his/her supervisor or department head may present their cases at a meeting with the City Manager. The City Manager will issue a written decision within seven (7) calendar days after the meeting.

Step IV. If the grievance is not resolved within ten (10) calendar days from the submission of the grievance to the City Manager, the Association may request arbitration.

(A) A list of seven (7) members of the State Conciliation Service shall be requested and the parties shall alternately strike one name from the list until only one is left. The order of striking shall be determined by lot.

(B) The arbitrator shall be requested to render a decision within thirty (30) days. The decision of the arbitrator shall be final and binding on both parties.

(C) The cost of the arbitrator shall be paid by the loser who shall be designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration.

(D) The arbitrator shall be limited to the interpretation and application of this Agreement and shall have no authority or jurisdiction to add to, delete, alter or revise the Agreement of the parties.

(1) Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance by the Association. A grievance may be terminated at any time upon receipt of a signed statement from the grievant or the Association that the matter has been resolved.

(2) Each party shall be responsible for compensating its own representatives, other than as Association representatives, and/or witnesses at all steps of this procedure.

(3) A grievant exercising his/her rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay, if meetings or conferences as called for herein occur during the employee's regular assigned duty time.

(4) All information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

18.3. The City will notify an employee whenever any new material or information is placed in the employee's personnel file. The affected employee may note or attach any comments and/or objections he/she may have to the new information or material and such notes or attachments will be placed in the employee's personnel file. Any material which reflects discredit on an employee may only be placed in his/her file with the employee's signature on it, indicating receipt of the document only, not agreement with its content. If an employee refuses to sign the document, the City may nevertheless place the document in the employee's file with a written note indicating the date and in the presence of which management representative the employee refused to sign.

18.4. Written reprimands shall become stale, for progressive discipline reasons, three (3) years after being placed in an employee's personnel file, provided that no additional disciplinary action has occurred within that three (3) year period. Suspension will become stale, for progressive discipline reasons, five (5) years after being placed in an employee's personnel file, provided that no additional disciplinary action had occurred within that period.

**ARTICLE 19
OUTSIDE EMPLOYMENT**

Permission of full-time employees to work at outside employment may be granted by the City Manager or designee. In order to be approved, the outside employment must conform to the following:

- (a) Be compatible with the employee's City work;
- (b) In no way detract from the efficiency of the employee in his City work;
- (c) In no way be a discredit to City employment;
- (d) Always be secondary to City employment, even when the employee is called upon for extra City work;
- (e) In the case of continuous operations, secondary employment shall not conflict with work week or shift changes.

ARTICLE 20
DISCIPLINE AND DISCHARGE

20.1 Disciplinary action, up to and including discharge, shall be for just cause.

20.2. Formal disciplinary action shall include a statement to the employee advising of the reasons and action to be taken. Prior to any sanction greater than a written reprimand, an employee shall be entitled to a pre-disciplinary hearing with the Police Chief or his designee. Should the City believe that the disciplinary offense for which the employee's is being charged is covered by the provisions of ORS 243.706 the City will so notify the employee with specificity as to which sections of the statute the City is relying upon for what acts the employee is alleged to have done. Failure to raise this statutory remedy by the City at the pre-discipline or pre-termination stage shall be a waiver of the City's right to rely on it thereafter.

ARTICLE 21
LEAVES OF ABSENCE

21.1. LEAVES WITH PAY

a. A regular, full-time employee shall be granted leave of absence, with pay, caused by:

(1) Annual vacation leave;

(2) Appearance legally required of him as a witness arising out of the course and scope of employment, or juror. When staffing levels permit, employees working graveyard shift will be given release time with pay from their scheduled work shift.

(3) Attendance in court resulting from his official duties, or required of him by law, providing that the salary paid to him shall be reduced by an amount equal to any compensation he may receive for his service.

(4) Sick leave, defined in Article 13.

b. Military Leave With Pay: An employee who has served with the City for six months or more immediately preceding an application for military leave and who is a member of the National Guard or any Reserve components of the Armed Forces of the United States, is entitled to a leave of absence from his duties for a period not exceeding fifteen (15) calendar days in any Federal calendar year. Such leave shall be granted without loss of time, pay or other leave and without impairment of merit ratings or other rights or benefits to which he is entitled. Military leave with pay may be granted only when an employee receives bonafide orders to active training duty for a temporary period, and shall not be paid if the employee does not return to his position immediately following the expiration of the period for which he was ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty. Employees on extended and indefinite periods of active duty shall have their terms and conditions of employment governed by applicable state and federal statutes and regulations.

c. Compassionate Leave: An employee may be authorized to use compassionate leave of up to three (3) days in state and up to five (5) days out of state for attendance at the funeral of an immediate family member. Immediate family member is defined as spouse, child, father and mother. (See Article 13.2(c) for use of sick leave for death of other family members.)

21.2. LEAVES WITHOUT PAY

a. Upon the written request of an employee, the City Manager may, in writing, grant an employee a leave of absence, without pay, for a period not exceeding three (3) months. During such absence, his earned leave shall be held in abeyance.

b. Military Leave Without Pay: Shall be as provided by law.

c. Employees shall be able to take FMLA and OFLA time off in accord with the federal and state law and may use all sick and vacation time that the employee has accrued for these purposes. If an employee is using FMLA or OFLA leave section 21.2 shall be construed so it consistent with said law.

ARTICLE 22
TRAVEL EXPENSES

When employees are required to travel outside the city on business, reimbursement for expenses shall be as follows:

22.1. Prior to traveling outside the city, the employee shall obtain approval for the trip and the mode of travel from the department head.

22.2. Automobile travel on official business outside the city by a single individual should be in a city-owned vehicle.

If a private vehicle is authorized, mileage shall be paid per City policy.

22.3. Reimbursement for subsistence on official trips shall be in the amount of actual and reasonable expenses incurred in the performance of City duties.

ARTICLE 23
PROBATION

23.1 A newly hired employee will serve a probation period from date of hire. During that time period the City may terminate the employee without giving reasons therefore and the City's decision to terminate will not be subject to the grievance procedure. The probationary periods for RPOA positions are listed below:

Police Officer: Officer hired with out certification.	18 months
Police Officer: Officer hired with certification	12 months
Community Service Officer	12 months
Office Staff (Records Specialist, Receptionist)	12 months

23.2 A newly promoted Sergeant will serve a probationary period of 12 months, upon promotion and selection to the rank of sergeant. Upon successful completion of probation, sergeants will be allowed to participate in the bidding process set forth in Article 8.3 of the RPOA contract. The seniority process for sergeants will be established by the date of assignment to the position. When multiple sergeant positions are filled out of one selection process seniority will be established by a ranking of selection by the Chief of Police, based on the performance in the promotional process.

**ARTICLE 24
SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not specifically invalidated shall remain in full force and effect. The invalidated provision shall be subject to immediate renegotiation by the parties at the request of either.

ARTICLE 25
USE OF ALCOHOL AND DRUGS

A. Statement of Principle: The City and the Association jointly recognize that the use of drugs and alcohol which adversely affects job performance may constitute serious threat to the health and safety of the public, to the safety of fellow employees and to efficient operation of the Department.

B. Definitions:

1. "Drugs and Alcohol": For the purposes of this Agreement drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee's use.

2. "Drug and Alcohol Test": The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.

3. "Reasonable suspicion": Reasonable suspicion shall be as defined by Oregon law.

4. "Under the Influence": An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .02%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.

C. Prohibited Conduct: Except as authorized by Department policy for job-related reasons the following conduct is strictly prohibited and may subject an employee to immediate discipline;

1. The unlawful buying, selling, transportation, possession, providing, or use of intoxicants or any controlled substances.

2. Reporting for normally assigned work with a detectible odor of alcohol on the breath any detectible amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectible amount of any controlled substance found in the employee's body which may impair the employee's ability to safely and effectively perform assigned work, (but excluding any substance lawfully prescribed for the employee's use).

3. In the event that the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify the employee's supervisor as to the amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.

4. Failure to report use of prescribed medication, controlled substance, and over-the-counter drugs as described in Sections J and K of this Article.

D. Preconditions to Drug and Alcohol Testing: Before any employee may be tested for drugs or alcohol, the City shall select a NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing:

1. Random testing of any kind is prohibited.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.
3. The City may test for those drugs for which it has reasonable suspicion that an employee may have consumed.
4. Post accident testing for all non-commissioned employees.

F. Testing Mechanisms: The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Association:

1. Standard urine drug screening.
2. Confirmatory tests will be by use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Association and the City.
3. Alcohol testing may include standard field impairment tests, breath test and/or standard laboratory blood alcohol analysis tests.

G. Procedures to be used when the Urine Sample is given: The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications, controlled substances, and/or over the counter medication currently being used. A form for this purpose will be supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee until the employee either instructs that it be sent to their designated lab or destroyed.
4. The sample will first be tested using the screening procedure set forth in Section (F) (1) of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option at the employee's own expense, of having the untested sample submitted to a laboratory, of the employee's own choosing which meets the standards specified in Section (D) of this Article.

6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used When the Blood Sample is given: The following procedure shall be used whenever an employee is requested to give a blood sample:

1. The employee will be transported as soon as possible to the local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

2. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) equal portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee until the employee either instructs that it be sent to their designated lab or destroyed.

3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option at the employee's own expense of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section (D) of this Article.

4. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Consequences of Positive Test Results:

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.

2. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed to treatment or again tests positive during such a period, the employee shall be subject to subsequent discipline.

J. Prescribed Medications: An employee utilizing any prescribed medications or controlled substances that may affect the employee's ability to safely perform assigned duties must immediately report this treatment to the employee's supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. Failure to report the use of a prescribed medication which the employee has been informed may affect the employee's abilities to safely perform assigned duties, or a controlled substance may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, the employee's supervisor may temporarily suspend the employee with pay and clearance from the employee's physician will be required. Such suspension shall not be construed as disciplinary in nature.

K. Use of Over-the-Counter Medications: The uses of over-the-counter medications are in no way prohibited. An employee who ingests an over-the-counter medication in

doses that may affect the employee's ability to safely perform assigned duties must report the use of the over-the-counter medication to the employee's supervisor. The decision, once informed by the employee as to whether or not the employee works the employee's assigned duties shall be the responsibility of the employee's supervisor. There will be no discipline to an employee who reports to the employee's supervisor the use of an over-the-counter medication which the employee feels may affect the employee's assigned duties. Failure to report the use of an over-the-counter medication which the employee feels may affect the employee's ability to safely perform the employee's duties, may subject the employee to disciplinary action. Ingestion of over-the-counter medication which repeatedly renders an employee unfit for duty may subject the employee to disciplinary action.

L. Searches: For administration of this Article, the City may upon reasonable suspicion conduct searches on City property of employees, and/or assigned City property and/or their personal property, excluding personal vehicles parked on City property. An employee has the right to request an Association representative be present during the search as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

M. Interference with Policy: Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include but are not limited to the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances, failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances, and failure to cooperate with any searches.

N. Employee Rights:

1. The employee shall have the right to an Association representative up to and including the time the sample is given. However, this provision shall not cause an unreasonable delay in testing. Nothing herein shall restrict the employee's right to representation under general law.

2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the City.

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

4. If the results of the test are negative, the employee shall have the right to grieve in accordance with Article 18.

ARTICLE 26
PHYSICAL FITNESS STANDARD

26.1 Management and the Association recognize and agree to the importance of maintaining a level of employee fitness that enhances an employee's ability to perform his/her duties. It is the mutual belief of both Management and the Association that physical fitness reduces the likelihood of injury during the performance of an employee's duties, contributes to the effectiveness of an employee's performance in aiding citizens and co-workers, and mitigates the effects of stress, among other potential benefits.

Management and the Association have mutually agreed to utilize the Oregon Physical Abilities Test (ORPAT) as a fitness assessment tool.

26.2 On or about January 1st and July 1st of each year, all employees who have been employed at least 6 months will be given the opportunity to undergo the ORPAT. A description of the ORPAT is attached hereto as Appendix C.

26.3 The results of the ORPAT will be advisory only. No discipline will occur as a result of these tests. However, if it is determined that an employee's level of fitness is sufficiently below standards as to jeopardize the employee's health and the safety of citizens and co-workers, the employee may be required to participate in a professionally advised fitness program until his/her fitness level improves to a satisfactory level. Such participation will be while on duty, at the city's expense, utilizing a professional fitness advisor of the city's choice, or acceptance.

26.4 Members of the Redmond Police Department will be trained on the proper administration of the ORPAT. Testing will be conducted in house.

26.5 As an incentive to employees to maintain a high level of fitness, the City will pay the following:

Sworn Officers and CSOs

Time	Incentive
5:30	\$20/month
4:40	\$30/month
4:11	\$40/month
3:50	\$50/month

Other Non-Sworn Employees

Time	Incentive
6:17	\$20/month
5:30	\$30/month
4:40	\$40/month
4:11	\$50/month

Payment applies to each individual semi-annual administration of the ORPAT by the Department. The incentive is based on the results of that specific test.

ARTICLE 27
USE OF FORCE

A. Investigations: The parties recognize that it is critical for the Department to investigate instances regarding the use of force. In such cases, the Department may have to carry out three (3) separate investigations, which are:

- (1) An internal investigation to see if procedures were violated;
- (2) An investigation to determine the incident will cause any civil liability for the Department; and
- (3) An investigation as to whether criminal laws of the state were violated.

Both parties recognize the potential for extreme stress for the officer(s) involved in a use of force incident. Use of force incidents are highly traumatic, and if not handled properly can cause a police officer's career to end prematurely, often within five (5) years of the incident. The officer(s) involved in such incidents need access to adequate assistance and/or treatment for the stress involved. In the mutual interest of the Department and individual officers involved, the Department will attempt to obtain the information it requires in a manner that recognizes the stressful nature of these incidents and also minimizes the deleterious effects upon the subject officer's career.

B. Training: The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an officer who is involved in a situation where force must be used. The Department will provide adequate training in this area, including training officers how to respond in critical situations and how to deal with problems that result from being involved in a critical incident.

Officer's use of force, the following will apply:

1. Upon arrival at a scene where use of force, as applied herein, has taken place, representatives of the Department shall request from the officer only that information needed to secure the scene and to follow-up and apprehend any perpetrators of the crime who may be at large. The Department will not immediately question the officer(s) regarding the incident. The officer involved in the incident will have the right to be allowed immediate access to any of the following:

- a. Their spouse;
- b. The Association's attorney and the attorney's agents;
- c. The officer's personal attorney; and
- d. Doctors, psychologists, psychotherapists, or ministers, depending upon the officer's choice.

The Department will encourage the officer to access any of the above-listed persons and will contact those persons telephonically when the officer so requests. Any discussions about the incident that the officer has with the above-referenced parties shall be confidential.

2. The Department will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene, if relevant. At the conclusion, all reports and findings from this investigation will be made available to the Association immediately upon request. If the Department must preserve a chain of custody for the weapon or weapons utilized in the incident, the officer(s) will be immediately issued replacement weapons, unless it is clearly inappropriate to do so.

3. The Department will assign a supervisor or employee to interview the officer. This person will be trained in the appropriate techniques for interviewing officers who

have been involved in critical instances involving use of force. If there are multiple investigators assigned because of the concurrent investigations, the investigators will coordinate their efforts so that one investigator will be primarily responsible for the interview. Every attempt will be made to minimize the need for successive interviews.

4. The interview of the officer involved in a critical situation will be done under circumstances intended to minimize the traumatic affect of the interview on the officer. The interviews will not be conducted in a coercive or intimidating manner, the officers will be given reasonable breaks and preparation time, and allowed, upon request, to have any of the persons listed in Section C(1) of this Article present during the interview. At the officer's request the interview will be postponed until after the officer has been able to seek professional representation and/or counseling. In addition, the officer will not be required to write a report; any report on the incident will be the responsibility of the interviewing supervisor.

5. At the request of the officer, or the option of the Department, the officer will be placed on administrative duty and/or assigned responsibilities in training or other administrative areas to be agreed upon by the officer and the Department.

6. While on administrative assignment, the officer will have access to the Employee Assistance Program and/or the officer's choice of counselors or doctors without loss of pay or benefits.

7. When either the officer or the Department believes that the officer should return to regular assignment, at the Department's option the officer will provide a letter from his treating counselor or doctor indicating that the officer is ready to return to his regular duties or to modified duties. The Department at its option may request an independent medical exam, which will be paid for by the Department. In either case the only information that will be released to the Department is the doctor's conclusions regarding the officer's fitness for duty. All information gained by the doctor will be confidential.

8. If an officer is unable to return to work in a reasonable period of time, the officer may be placed on disability leave. Such leave may be covered by worker's compensation.

9. After returning to duty, the officer will be encourage to utilize, and allowed full access to, counselors or the EAP without loss of pay to the officer while participating in the program.

C. This Use of Force Policy will be incorporated, verbatim, into the Police Policy and Procedures manual.

ARTICLE 28
DURATION OF AGREEMENT

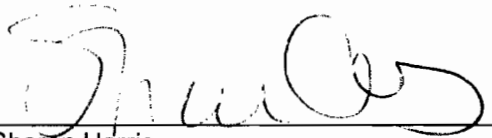
This Agreement shall be effective as of July 1, 2012 and except as otherwise provided in this Agreement, shall remain in full force and effect through June 30, 2016

This Agreement shall be automatically renewed from year to year, after the above dates, unless either party notifies the other in writing, on or before November 1, prior to the date of termination that it wishes to terminate or modify any of the provisions of this Agreement along with copies of each side's proposal. Negotiations will commence at the mutual agreement of the parties. However, for purpose of ORS 243.712 (1), the parties agree that the 150 day period of good faith negotiations will effectively begin on the first scheduled negotiation meeting or on December 15th prior to the date of termination of this agreement, whichever comes first. Consistent with good faith bargaining, new proposals will be accepted on agreement by both parties within the first three (3) bargaining sessions. The terms of this Agreement shall remain in full force until negotiations have been completed, and either a new Agreement or modifications of this Agreement have been approved.

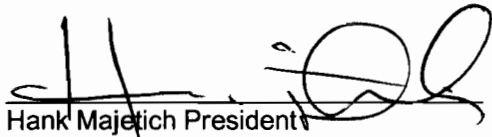
Dated this 6 day of September 2012

City of Redmond

Redmond Police Officers Association



Sharon Harris,
Interim City Manager/Assistant City Manager



Hank Majetich President

Derek Hicks, Vice President

Appendix A

Salary table

Sworn Police Salary Table

Include: (x)

x	July 2008	10.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
X	July 2010 -retro	4.00%
	July 2011- COLA	0.00%
x	July 2012 COLA	2.00%

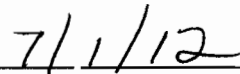
COLA
Did not occur in 2009 or 2011

	1	2	3	4	5
7	4,278	4,492	4,717	4,952	5,199
7I	4,492	4,717	4,952	5,199	5,460
7A	4,717	4,952	5,199	5,460	5,733
8	4,691	4,926	5,172	5,431	5,702
8A	4,926	5,172	5,431	5,702	5,987
9	5,145	5,402	5,673	5,956	6,254

This salary table is official only if it bears the Human Resources Director's signature below.



Human Resources Director



Effective Date:

**Sworn Police Salary Table
2% Spanish Incentive**

Include: (x)

x	July 2008	10.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
x	July 2010 - retro	4.00%
	July 2011-COLA	0.00%
x	July 2012-COLA	2.00%

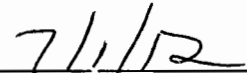
**COLA
Did not occur in 2009 or 2011**

	1	2	3	4	5
7	4,363	4,581	4,811	5,051	5,303
7I	4,581	4,811	5,051	5,303	5,569
7A	4,811	5,051	5,303	5,569	5,848
8	4,785	5,024	5,276	5,540	5,816
8A	5,024	5,276	5,540	5,816	6,107
9	5,248	5,510	5,786	6,075	6,379

This salary table is official only if it bears the Human Resources Director's signature below.



 Human Resources Director



 Effective Date:

**Sworn Police Salary Table
4% Spanish Incentive**

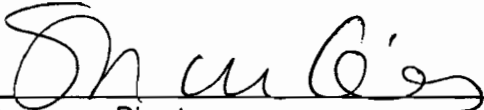
Include: (x)

x	July 2008	10.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
x	July 2010 - retro	4.00%
	July 2011-COLA	0.00%
x	July 2012-COLA	2.00%

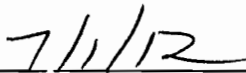
**COLA
Did not occur in 2009 or 2011**

	1	2	3	4	5
7	4,449	4,671	4,905	5,150	5,407
7I	4,671	4,905	5,150	5,407	5,678
7A	4,905	5,150	5,407	5,678	5,962
8	4,879	5,123	5,379	5,648	5,930
8A	5,123	5,379	5,648	5,930	6,226
9	5,351	5,618	5,900	6,194	6,504

This salary table is official only if it bears the Human Resources Director's signature below.



Human Resources Director



Effective Date:

Sworn Police Detective Salary Table

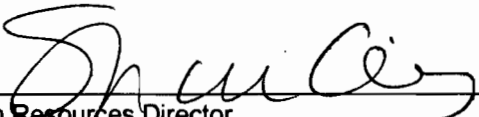
Include: (x)

x	July 2008	10.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
x	July 2010 - retro	4.00%
	July 2011 - COLA	0.00%
x	July 2012 - COLA	2.00%

COLA
Did not occur in 2009 or 2011

	1	2	3	4	5
7	4,491	4,716	4,952	5,200	5,459
7I	4,716	4,952	5,200	5,459	5,733
7A	4,952	5,200	5,459	5,733	6,020
8	4,926	5,172	5,431	5,703	5,987
8A	5,172	5,431	5,703	5,987	6,286
9	5,402	5,672	5,957	6,253	6,567

This salary table is official only if it bears the Human Resources Director's signature below.



 Human Resources Director



 Effective Date:

Sworn Police Detective Salary Table 4% Spanish Incentive

Include: (x)

x	July 2008	10.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
	July 2010 - RETRO	4.00%
	July 2011 - COLA	0.00%
x	July 2012 - COLA	2.00%

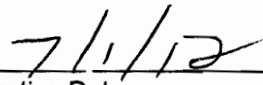
COLA
Did not occur in 2009 or 2011

	1	2	3	4	5
7	4,671	4,905	5,151	5,408	5,677
7I	4,905	5,151	5,408	5,677	5,962
7A	5,151	5,408	5,677	5,962	6,260
8	5,123	5,379	5,648	5,931	6,226
8A	5,379	5,648	5,931	6,226	6,538
9	5,618	5,899	6,195	6,503	6,829

This salary table is official only if it bears the Human Resources Director's signature below.



 Human Resources Director



 Effective Date:

Un-Sworn Police Support Salary Table

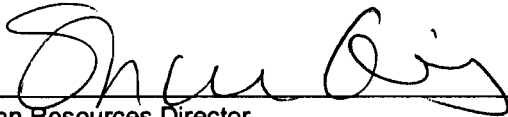
Include: (x)

x	July 2008	8.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
x	July 2010 -retro	4.30%
	July 2011- COLA	0.00%
x	July 2012- COLA	2.00%

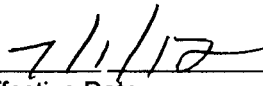
COLA
Did not occur in 2009 or 2011

	1	2	3	4	5
1	2,282	2,397	2,516	2,642	2,774
2	2,503	2,628	2,760	2,898	3,043 Police Receptionist
3	2,745	2,883	3,027	3,178	3,337
4	3,011	3,161	3,319	3,485	3,660 Police Records

This salary table is official only if it bears the Human Resources Director's signature below.



 Human Resources Director



 Effective Date:

Un-Sworn Police Support Salary Table 4 % Spanish Incentive

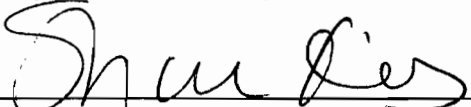
Include: (x)

x	July 2008	8.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
	July 2010 - Retro	4.30%
	July 2011 - COLA	0.00%
x	July 2012 - COLA	2.00%

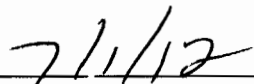
COLA
Did not occur in 2009 or 2011

	1	2	3	4	5
1	2,374	2,492	2,617	2,748	2,885
2	2,603	2,733	2,870	3,014	3,164 Police Receptionist
3	2,855	2,998	3,148	3,305	3,470
4	3,131	3,288	3,452	3,625	3,806 Police Records

This salary table is official only if it bears the Human Resources Director's signature below.



 Human Resources Director



 Effective Date:

Un-Sworn Police Salary Table

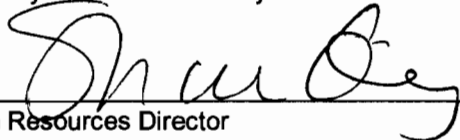
Include: (x)

x	July 2008	6.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
x	July 2010 - retro	2.00%
	July 2011 - COLA	0.00%
x	July 2012 - COLA	2.00%

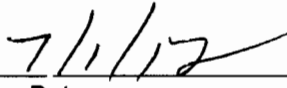
COLA
Did not occur in 2009 or 2011

	1	2	3	4	5	
5	3,169	3,328	3,494	3,669	3,852	CSO
6	3,476	3,650	3,832	4,024	4,225	

This salary table is official only if it bears the Human Resources Director's signature below.



 Human Resources Director



 Effective Date:

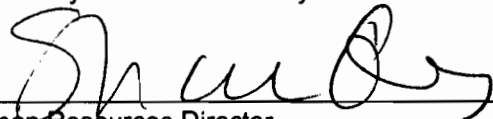
**Un-Sworn Police Salary Table
4% Spanish Incentive**

Include: (x)	July 2008	6.20%
	July 2009- COLA	
x	July 2010- COLA	2.90%
x	July 2010 - RETRO	2.00%
	July 2011 - COLA	0.00%
x	July 2012 - COLA	2.00%

COLA
Did not occur in 2009 or 2011

	1	2	3	4	5	
5	3,296	3,461	3,634	3,816	4,006	CSO
6	3,615	3,795	3,985	4,185	4,394	

This salary table is official only if it bears the Human Resources Director's signature below.



Human Resources Director

7/1/12
Effective Date:

Appendix B

Health Plan – RPOA Benefits

- I. Deductible under Pacific Source Preferred 3000+35/70% VAR 0711 \$3,000 / \$6,000
RPOA current deductible \$500 /\$1,000 family
The City will fund through the HRA the difference between the current RPOA deductible and the deductible under Pacific Source Preferred 3000+35/70% VAR 0711.

- II. Out of pocket maximum under Pacific Source Preferred 3000+35/70% VAR 0711 \$5,000/\$10,000 family
RPOA current out of pocket \$2,000/\$4,000 family
The City will fund through the HRA the difference between the RPOA out of pocket maximum and the Pacific Source Preferred 3000+35/70% VAR 0711 out of pocket maximum.

- III. Costs incurred at a non-participating provider will be paid at the rate of 40% only if there are no participating providers available.

- IV. The City will contribute \$500 annually to each employee's VEBA.

- V. Other benefit plans including Dental, Prescription, Vision, and Chiropractic shall be delivered as described in the Pacific Source Preferred 3000+35/70% VAR 0711 Member Benefit Handbook, 11/15/2011.

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF REDMOND AND
The Redmond Police Officers Association (RPOA)

The parties agree to incorporate this memorandum of understanding into the current Collective Bargaining Agreement dated July 1, 2012-June 30, 2016. Sections 11.8A and 11.8B shall remain in full effect, but shall be modified as outlined below.

Article 11 Hours of Work:

11.8 Certain special assignments or work units may need to adapt to changing circumstances to meet workload demands outside normal work hours. The City and the Association recognize the value in temporarily adjusting schedules to meet the needs of the City and the Association members.

For that purpose, when a shift adjustment for the purpose of training is on an employee's normal scheduled work day, reasonable attempts will be made to change the affected employee's start of shift and end of shift times, in order to accommodate training and alleviate overtime expenses. If work demand requires the employee to work over his or her normal scheduled hours for that day all hours beyond the normal hours scheduled will be compensated at time and one half.

For training or other assignments requiring an employee to come in on his or her day off, the employee will be compensated at time and one half as per article 11.3. In order to alleviate over time expenses, employees agree to place accrued overtime in their comp time bank to be used at a later date.

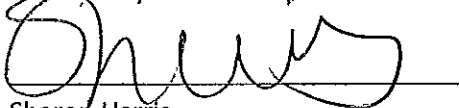
Any adjustment to the employee's schedule shall be on a voluntary basis. Employees are requested to complete a Shift Trade/Flex Time Authorization form and have it approved prior to the change in scheduling.

Nothing herein prevents the temporary implementation of alternative work day schedules or flexible work hours by mutual agreement so long as it does not exceed FLSA standards.

Any dispute arising between the parties as to the application, interpretation or meaning of any provisions of this memorandum will be resolved under article 18 "grievance procedure" of the parties' agreement.

Dated: 4/22/13

For the City:



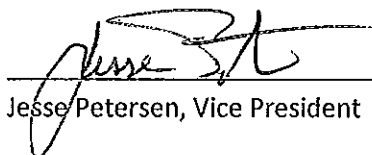
Sharon Harris,

Interim City Manager/Assistant City Manager

For the Association:



Hank Majetich, Association President



Jesse Petersen, Vice President

Memorandum of Understanding

Between

The City of Redmond

and the

Redmond Police Officers Association

Background: The Redmond Police Department has identified a need to efficiently and accurately notify off-duty personnel of emergencies and a request for call back to duty. Most if not all employees have personal cellular phones, city issued cellular phones, or both. Deschutes County 9-1-1 can quickly send messages to these devices to alert staff of emergency information and to notify staff of an emergency call back or stand-by for call-back.

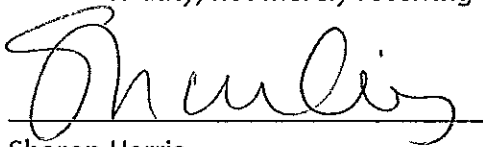
Implementation: Effective as soon as reasonably possible (on or around June 15th, 2013), Deschutes County 9-1-1 will enter cellular phone numbers into the paging system to be utilized for callback procedures. The purpose of this procedure is to replace the antiquated system of actually calling down the list and requesting people work to duty. This procedure will only be used to provide urgent information, notify personnel of overtime opportunities or request personnel respond to work due to an emergency.

Employees will receive compensation as outlined in the collective bargaining agreement if they respond and actually report for work. Those that are unable to respond or choose not to respond will not receive compensation for receiving a call back request.

The City of Redmond and the RPOA agree that Article 11 Section 4: Emergency Call Back shall read as follows and will be incorporated into the 2012-2016 Collective Bargaining Agreement (changes in italics):

Article 11 Section 4: Emergency Call Back:


When because of operational necessity Association members are called in to work outside of their scheduled shift or their adjusted shift as per Section 11.2 or on vacation bid under 8.3 they shall be compensated for a minimum of four (4) hours at the overtime rate for the affected employee. *Called in to work refers to actually responding to duty, not merely receiving a message or notification of call back.*



Sharon Harris

Interim City Manager
City of Redmond

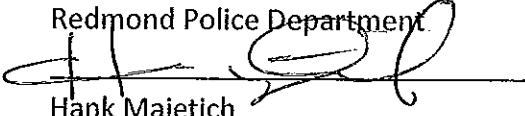
Date: 6/7/13



Dave Tarbet
Police Chief

Redmond Police Department

Date: 6/11/13



Hank Majetich
President

Redmond Police Officers Association

Date: 6/12/13

MEMORANDUM OF UNDERSTANDING BETWEEN THE

CITY OF REDMOND AND

The Redmond Police Officers Association (RPOA)

The parties agree to incorporate this Memo of Understanding into the current Collective Bargaining Agreement dated July 1, 2012 – June 30, 2016.

Article 10 Compensation:

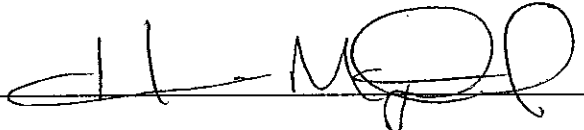
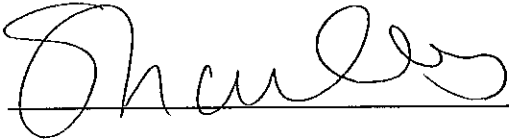
Wage openers for fiscal year July 2013, July 2014, and July 2015

The parties agree to open this contract on wages only (Section 10.1) for fiscal years July 2013 July 2014, and July 2015. The parties agree to meet and commence bargaining for the wage reopener during the month of January of each reopener year in order to allow sufficient time for bargaining and city budgeting.

The wage for fiscal year July 2013 – June 2014 is 6% for all represented RPOA members.

For the City:

For the Association:



Sharon Harris, Assistant City Manager

Hank Majetich, RPOA President

12/2/13

12/2/13

Date:

Date:

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF REDMOND AND
The Redmond Police Officers Association (RPOA)

The parties agree to incorporate this memorandum of understanding into the current Collective Bargaining Agreement dated July 1, 2012 – June 30, 2016. Appendix B shall be modified as outlined below:

Appendix B

Health Plan – RPOA Benefits

- I. Deductible under Pacific Source Preferred 3000+35/70% VAR \$3,000 / \$6,000
RPOA current deductible \$500/\$1,000 family

The City will fund through the HRA the difference between the current RPOA deductible and the deductible under Pacific Source Preferred 3000+35/70% VAR.

- II. Out of pocket maximum under Pacific Source Preferred
3000+35/70% VAR \$6,350/\$12,700 family
RPOA current out of pocket \$2,000/\$4,000 family

The City will fund through the HRA the difference between the RPOA out of pocket maximum and the Pacific Source Preferred 3000+35/70% VAR out of pocket maximum.

- III. Costs incurred at a non-participating provider will be paid at the rate of 40% only if there are no participating providers available.

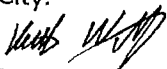
- IV. The City will contribute \$500 annually to each employee's VEBA.

- V. Other benefit plans including Dental, Prescription, Vision, and Chiropractic shall be delivered as described in the annual Pacific Source Preferred 3000+35/70% VAR Member Benefit Handbook, provided that benefits shall not be reduced below levels set forth in the November 15, 2011 Member Benefit Handbook, unless mandated by law.

Any dispute arising between the parties as to the application, interpretation, or meaning of any provisions of the memorandum will be resolved under article 18 "grievance procedure" of the parties' agreement.

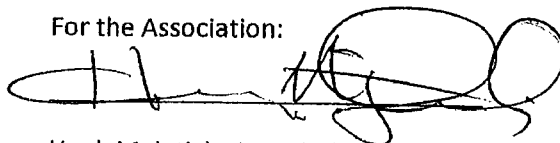
Dated: August 14, 2014

For the City:



Keith Witcosky, City Manager

For the Association:



Hank Majetich, Association President

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF REDMOND AND
The Redmond Police Officers Association (RPOA)

The parties agree to incorporate this memorandum of understanding into the current Collective Bargaining Agreement dated July 1, 2012 – June 30, 2016.

Background: The Redmond Police Department has identified a business necessity to add a new position of Computer Forensic Examiner. This position will be classified as Non-Exempt, Represented within the Redmond Police Officers Association.

Implementation: Effective July 1, 2015 the position will be in existence and part of the bargaining unit. The creation of the new position will require a change to the existing RPOA Unsworn Salary Table.

Both the City and the RPOA agree several articles within the current Collective Bargaining Agreement will need to be amended. The City and the Association agree to open Article I section 1.1 and Article 23 section 23.1 regarding the Computer Forensic Examiner at the time of bargaining the successor contract. Until that time, both parties agree they have been given the opportunity to review and discuss wages for the newly created position. Therefore both parties agree that the agreement was "reopened" concurrent with Article I section 1.2. Furthermore, the City of Redmond and the RPOA agree that the following Articles and Sections will be incorporated as follows (in bold) with a sunset for the added language of 06/30/2016:

**ARTICLE I
RECOGNITION**

1.1. The City recognizes the Association as the sole and exclusive bargaining agent for all classified employees in the bargaining unit in the following classifications with respect to wages, hours and other conditions of employment:

- a. Police Officers and Police Sergeants;
- b. Records Specialists, Community Service Officers, Receptionists, and **Computer Forensic Examiner**.
- c. All supervisory, confidential, irregular and seasonal employees and other persons temporarily employed by the City as an employer of last resort are excluded from the bargaining unit.

1.2. Should the duties of an existing classification be substantially changed by the City, or a new classification be created and added to the bargaining unit, or a new classification be added to the bargaining unit by virtue of Employment Relations Board order, then this Agreement shall be reopened for the sole purpose of negotiating the appropriate wages and benefits for the newly created, added, or substantially changed classification. Should the negotiations not produce an agreement, the issue of the appropriate wages and benefits shall be submitted to arbitration pursuant to the arbitration provision of this Agreement.

**ARTICLE 23
PROBATION**

23.1 A newly hired employee will serve a probation period from date of hire. During that time period the City may terminate the employee without giving reasons therefore and the City's decision to terminate will not be subject to the grievance procedure. The probationary periods for RPOA positions are listed below:

Police Officer: Officer hired without certification.	18 months
Police Officer: Officer hired with certification	12 months
Community Service Officer	12 months
Office Staff (Records Specialist, Receptionist)	12 months
Computer Forensic Examiner	12 months

23.2 A newly promoted Sergeant will serve a probationary period of 12 months, upon promotion and selection to the rank of sergeant. Upon successful completion of probation, sergeants will be allowed to participate in the bidding process set forth in Article 8.3 of the RPOA contract. The seniority process for sergeants will be established by the date of assignment to the position. When multiple sergeant positions are filled out of one selection process seniority will be established by a ranking of selection by the Chief of Police, based on the performance in the promotional process.

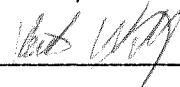
The FY 15/16 Unsworn Salary Table will be amended as follows:

	1	2	3	4	5	
5	3,599	3,779	3,968	4,166	4,374	CSO
6	4,722	4,887	5,058	5,235	5,418	Comp Forensic Examiner

Any dispute arising between the parties as to the application, interpretation, or meaning of any provisions of the memorandum will be resolved under article 18 "grievance procedure" of the parties' agreement.

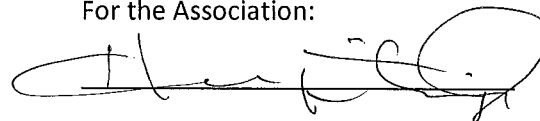
Dated: 8/13/15

For the City:



Keith Witcosky, City Manager

For the Association:



Hank Majetich, Association President

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF REDMOND AND
The Redmond Police Officers Association (RPOA)

The parties agree to incorporate this memorandum of understanding into the current Collective Bargaining Agreement dated July 1, 2012 – June 30, 2016.

Article 28 - Duration of Agreement shall be modified as outlined below:

- The Duration of the current July 1, 2012 – June 30, 2016 agreement has been extended to now be in effect through June 30, 2017.

Article 10 Compensation shall be modified as outlined below:

The City and the Association have agreed hereby to follow the classification system and the pay plan set forth in Appendix A. The salary schedule shall be increased by the following:

Effective July 1, 2016, all employees in the bargaining unit shall receive an increase in salary equal to 100% of the increase in the CPI-W (All Cities) April 2015 to April 2016 with a minimum increase of 3% and a maximum increase of 5%.

Appendix B shall be modified as outlined below:

Appendix B

Health Plan – RPOA Benefits

I.	Deductible under Pacific Source Preferred 3000+35/70% VAR	\$3,000 / \$6,000
	RPOA current deductible	\$500/\$1,000 family

The City will fund through a HRA an annual amount of \$2,500/individual and \$5,000/family. This HRA may be used for any Medical, Vision, Dental expenses that are allowed under the Preferred 3000+35/70% VAR health plan.

II.	Out of pocket maximum under Pacific Source Preferred	
	3000+35/70% VAR	\$6,350/\$12,700 family
	RPOA current out of pocket	\$2,000/\$4,000 family

The City will fund through the HRA the difference between the RPOA out of pocket maximum and the Pacific Source Preferred 3000+35/70% VAR out of pocket maximum.

III	Costs incurred at a non-participating provider will be paid at the rate of 40% only if there are no participating providers available.	
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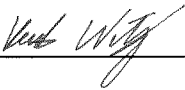
IV. The City will contribute \$500 annually to each employee's VEBA.

V. Other benefit plans including Dental, Prescription, Vision, and Chiropractic shall be delivered as described in the annual Pacific Source Preferred 3000+35/70% VAR Member Benefit Handbook, provided that benefits shall not be reduced below levels set forth in the November 15, 2011 Member Benefit Handbook, unless mandated by law.

Any dispute arising between the parties as to the application, interpretation, or meaning of any provisions of the memorandum will be resolved under article 18 "grievance procedure" of the parties' agreement.

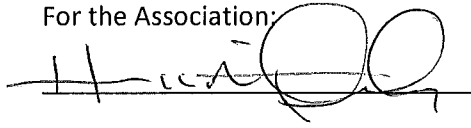
Dated: 11/10/15

For the City:



Keith Witcosky, City Manager

For the Association:



Hank Majetich, Association President