



# Council Business Meeting

April, 16, 2024

<b>Agenda Item</b>	Agreement City of Ashland & Ashland Police Association July 1, 2023- June 30, 2026		
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<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Unfinished Business <input type="checkbox"/>		

## **SUMMARY**

The current labor agreement between the City of Ashland and the Ashland Police Association Expired June 30, 2023. Bargaining teams worked diligently on reaching agreement on terms for the successor contract. Multiple sessions have been held to come to an agreement on a three-year contract term. The majority of items agreed upon early in negotiations were no-cost corrections to language and updates to process and current statute. An agreement has been reached on wages and benefits.

## **POLICIES, PLANS & GOALS SUPPORTED**

Excellence in governance and City services.

Respect for the citizens we serve, for each other, and for the work we do.

## **BACKGROUND AND ADDITIONAL INFORMATION**

This is a three-year collective bargaining agreement with the Ashland Police Association. The previous contract expired June 30, 2023; members of the Association have been working under the terms of that agreement, with no adjustments since that time. The pay adjustments proposed in the new contract would be retroactive to July 1, 2023.

## **FISCAL IMPACTS**

The new agreement calls for the following wage adjustments:

- Year 1: Effective July 1, 2023, a 4.5% percent increase for all positions in the bargaining unit with an estimated impact on the general fund of \$72,352
- Year 2: Effective July 1, 2024 a 4% percent increase for all positions in the bargaining unit with an estimated impact on the general fund of \$68,668
- Year 3: Effective July 1, 2025 a 4% percent increase for all positions in the bargaining with an estimated impact on the general fund of \$71,415

## **SUGGESTED ACTIONS, MOTIONS and/or OPTIONS**

I move to approve the three-year contract, ratifying the tentative agreements reached in negotiations with the Ashland Police Association, and authorize the Interim City Manager and Mayor to sign the three-year contract.

## **REFERENCES & ATTACHMENTS**

Attachment 1: Final Draft Three-Year Contract with the Ashland Police Association



# **AGREEMENT**

**CITY OF ASHLAND**

**And**

**ASHLAND POLICE ASSOCIATION**

**July 1, 2023 – June 30, 2026**

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# **AGREEMENT**

**Between**

**THE CITY OF ASHLAND**

**And**

**ASHLAND POLICE ASSOCIATION**

## **PREAMBLE**

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the “City,” and the Ashland Police Association, hereinafter called the “Association”. Unless indicated otherwise, reference to the “City” herein shall include the Mayor, City Manager, and City Council or their designee(s) as the officials directly responsible for the operation of the department covered by this Agreement. The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

## **SCOPE OF AGREEMENT**

This Agreement shall apply to all bargaining unit employees of the Police Department, Ashland, Oregon as set forth in “Appendix A.” The Agreement specifically excludes the members listed as “excluded” as set forth in Appendix A.

Where the term “employee” is used, it shall mean employees within the bargaining unit, as defined in Article XIII and Appendix A.

The parties agree as follows:

## **ARTICLE I RECOGNITION**

**1.1** The City recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing rates of pay hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

**1.2** When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Association shall be notified and the pay rate established by the City shall be considered tentative until the Association has been afforded the opportunity to meet and confer on the matter. If the Association does not agree that the classification or pay rate is proper, the Association may pursue its bargaining rights in accordance with PECBA.

## ARTICLE II ASSOCIATION SECURITY

**2.1 Check-off.** Any employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization the City shall deduct such dues from the first and second salary check, which will salary-be direct deposited in the APA's savings account. The Association shall be the sole custodian of authorization forms.

It is agreed there shall be no discrimination in favor of or against, any employee of the City on account of membership in the Association or failure or refusal to join the Association. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Association.

**2.2 Dues Cancellation.** Employees may cancel their membership in the Association at any time subject to the employee completing the dues cancellation form. Any employee who elects not to pay dues will not be a member of the Association.

**2.3 Hold Harmless.** The Association agrees to hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article. Upon written notification by the Association of a checkoff error, the City will make adjustments within thirty (30) days of receipt of such notification.

**2.4 New Hires.** The City will notify the Association of all new hires in the unit within two (2) weeks after their having been employed and will furnish the Association with the name, social security number, mailing address and position for which they were hired.

**2.5 Bulletin Boards.** The City agrees to allow suitable wall space in the Police Station, not to exceed 3'x 3' for bulletin boards to be used by the Association for the posting of notices and bulletins relating to the Association.

The Association shall limit its posting of Association notices and bulletins to such bulletin board, which shall be used only for the following Association notices and bulletins:

- A. Recreation and social affairs of the Association
- B. Association meetings
- C. Association elections
- D. Reports of Association committees
- E. Communications from the Association to the bargaining unit
- G. Current events regarding Association activity

**2.6 Association Representatives.** Employees selected by the Association to act as representatives shall be certified in writing to the City by the Association. Duties required by the Association representatives, except attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Article XII, shall not interfere with their or other employees' regular work assignments as employees of the City. Contacts between Association



representatives and employees or the Association may be made during working hours so long as the contact does not disrupt regular Department operations. A maximum of two (2) employees shall be permitted to attend negotiation and mediation sessions during regular working hours without loss of pay. Additional team members, as well as employees who participate in negotiations or mediation during off duty hours, will not be paid for such attendance.

**2.7 Solicitation.** The Association agrees that its members will not solicit membership in the Association or otherwise carry on Association activities during working hours, except as specifically provided in this Agreement.

**2.8 Visits by Association Representatives.** The City agrees that accredited representatives of the Association, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement, if they first obtain permission to do so from the Police Chief or their designated representative. In no case will such access be unreasonably denied.

**2.9 E-Mail Usage.** The Association and Association representatives shall be allowed to use City e-mail to communicate with Association members for the purposes set forth in Section 2.6 above. Employee use of e-mails and internet access is governed by the City's Electronic Media and Services Use Policy, as it currently exists or is subsequently modified.

**2.10 Disciplinary Notices.** The city will provide the Association President or representative if the Association President is not available, 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 both the Association President and the management representative handling the discipline mutually agree upon another form of service. 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 III MANAGEMENT RIGHTS**

**3.1** The City shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Department; determining the levels of service and methods of operation including contracting and subcontracting, and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause as defined in Article XI; to determine the content, duties and responsibilities of job classifications; to make, revise and discontinue rules, consistent with the terms of this Agreement; to determine work schedules and assign work; and any other such rights not specifically referred to in this Agreement. The failure by the City to exercise its rights under this Article or to exercise its rights under this Article in a particular way shall not be taken as a waiver of such rights.

### **ARTICLE IV STRIKE PROHIBITION**

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

**4.2** In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification, attempt to secure an immediate and orderly return to work of its members. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

**4.3** The City agrees that there will be no lockout of employees of the bargaining unit as a consequence of any dispute with the Association arising during the term of this Agreement.

## **ARTICLE V HOLIDAYS**

**5.1 Recognized Holidays.** In recognition that police work is a constant endeavor, and in recognition that police personnel very often after work holidays, COA will establish a holiday leave bank for each member in the amount of 110 hours (10 hours for each holiday). This holiday leave bank may be used by the employee to take time off through-out the year if operational needs are met. If any time remains in this bank at the end of November, the remainder will be paid out at the employee's present rate of pay and will be included in the first paycheck in December. On the first business day of the following pay period, or as soon as possible, COA will recharge the holiday bank back to 110 hours for the following 12 months. In the event any other bargaining units within the City are given additional time off, or the State or Federal governments declare a day off, that time will be added to our holiday bank.

The following shall be recognized as holidays:

- New Year's Day (January 1)
- Martin Luther King Day (3<sup>rd</sup> Monday in January)
- Washington's Birthday (3<sup>rd</sup> Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)**
- Independence Day (4<sup>th</sup> of July)
- Labor Day (1<sup>st</sup> Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Day after Thanksgiving (4<sup>th</sup> Friday in November)
- Christmas Day (December 25<sup>th</sup>)

At the time of hire, a new officer will be provided with a holiday which will include 10 hours for any holidays that have not yet occurred during that calendar year. Any officer leaving employment who has used their holiday hours may be responsible for repaying 10 hours for each holiday taken as time off that has not occurred during the calendar year.

## **ARTICLE VI VACATIONS**

**6.1 Eligibility.** An employee shall be eligible to take accrued vacation leave with pay after one (1) full year of service with the City. Regular full-time employees shall accrue vacation leave on a monthly basis for 24 pay periods in accordance with the following schedule:

- A. Employees with less than four (4) full years of continuous service shall accrue five (5) hours per pay period.
- B. Employees with more than four (4), but less than nine (9) full years of continuous service, shall accrue six (6) hours per pay period.
- C. Employees with more than nine (9), but less than fourteen (14) full years of continuous service, shall accrue seven (7) hours per pay period.
- D. Employees with more than fourteen (14), but less than nineteen (19) full years of continuous service, shall accrue eight (8) hours per pay period.
- E. Employees with more than nineteen (19), but less than twenty-four (24) full years of continuous service shall accrue ten (10) hours per pay period.
- F. Employees with more than twenty-four (24) full years of continuous service shall accrue twelve (12) hours per pay period.

Regular part-time employees covered by the Agreement shall receive prorated vacation benefits in accordance with the above schedule.

**6.2 Continuous Service.** Continuous service, for the purpose of accumulating vacation leave credit, shall continue unless one of the events listed in Section 13.4 occurs.

**6.3 Accrual Limitations.** Vacation leave taken shall not be in excess of the amount actually accrued at the time it is taken. An employee may accumulate up to two years of vacation at the applicable accrual rate for their length of continuous service. The City shall notify an employee thirty (30) days in advance of pending loss of accrued vacation time. The City will post every employee's maximum accrual limitations on the Department bulletin board and will periodically update accrual postings. An employee who is about to lose vacation credit because of accrual limitations, may notify their immediate supervisor fifteen (15) days in advance of their need to be absent to prevent such loss. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. If an employee does not take their accrued vacation time after being notified by the City, such vacation credit shall be deemed forfeited,

unless failure to take vacation is caused by the City's insistence that the employee be at work. In the event that the City insists that the employee be at work, the employee will be allowed to accumulate vacation leave in excess of the maximum or be paid for such leave, at the City's discretion.

**6.4 Scheduling.** Vacation time off may be taken in as little as 15-minute increments.

- A. **Bid.** Employees shall be permitted to request vacation on the basis of classification seniority annually. All days of the year shall be available for the annual seniority bid. The vacation schedule shall be posted as of December 1<sup>st</sup> and will be closed as of January 1<sup>st</sup>. Subsequent changes to the bid may be made only by mutual consent of the parties. Employees may submit a request for three blocks of time off during each annual bid. Based upon classification seniority and subject to reasonable operation needs of the Department, employees shall be awarded three bids. Each employee will be allowed to exercise their first bid choice before any employee is granted a second bid choice. Each employee will then be allowed to exercise their third bid choice after the completion of the second bid choice. Junior members of the bargaining unit may not be awarded three bids, if they are outbid by more senior members.
  
- B. **Other Requested Time Off.** After the annual bid has concluded, employees may request additional time off on a first come first serve basis. Such requests shall not be denied because of supervisory time off, unless such supervisory time off was approved and posted prior to an employee's submission through the current electronic scheduler. Vacation time shall be granted if no overtime is incurred, consistent with operational needs. Nothing in this subsection prohibits the City from allowing a vacation request even if the request requires the payment of overtime.
  
- C. **Cancellation for Emergencies Only.** Once an employee has been approved to take time off work, that time cannot be canceled by the city except in the case of an emergency. If an employee has approved time off, he or she cannot be ordered to work their regular days off directly prior to, or after the time off, or days which fall within the approved time off, except in the case of an emergency.

**6.5 Payment on Termination.** In the event of termination or other severance of employment of an employee during the initial twelve (12) months of employment, no vacation is considered earned and no payment in lieu of vacation shall be made. In the event of death of an employee during the initial twelve (12) months of employment, all vacation earned shall be paid out to the survivors. In the event of death, termination, or other severance of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the wage rate applicable on the date of severance of employment. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

**ARTICLE VII HOURS OF WORK**

This article is intended to be construed only as a basis for recognizing overtime and shall not be construed as a guarantee of hours of work per day or per week. Any flex-time arrangements must be through the current electronic scheduler and mutually agreed between the City and the Association.

**7.1 Work Hours.** The regular hours of a regular full-time employee shall be five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) ten (10) hour days followed by three (3) consecutive days off, or twelve (12) hours shift as mutually agreed upon by the Association and as determined by the City consistent with operational needs.

**7.2 Workday.** The workday shall consist of an eight (8) or ten (10) hour or twelve (12) hours within a twenty four (24) hour period, including rest periods (i.e. the 24 hour period will begin at the start of the employee's work day and end 24 hours later). This section shall not apply to scheduled training days, so long as the employee has eight (8) hours off work between the end of the training session and beginning of their normally scheduled shift. If less than eight (8) hours is allowed, overtime shall apply for all hours worked on the employee's normally scheduled shift with less than eight (8) hours off work. If, for any reason training is canceled the City may return the affected employees to their regular work schedules without incurring overtime.

If an officer is needed for official duty during their usual off-time and was not able to get enough rest to safely report for duty at the scheduled start time, the officer is entitled to eight (8) hours off in order to rest between the end of the officer's official duty and the start of the officer's regular shift. If this eight (8) hours rest period overlaps with the officer's scheduled shift hours, the officer will be paid as though they had reported for work at their usual start time. This will not be charged against any leave bank. If staffing allows the officer may take the entire shift off using accumulated leave time, however, the officers leave bank will not be charged for that time that contributes to the 8 hour break.

**7.3 Workweek.** The workweek shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off or a 12 hour work schedule agreed upon by both the City and the association. If the employees are scheduled to work a twelve hour schedule they will receive overtime pay for any time worked over their assigned work scheduled time.

An employee may, upon approval of their supervisor, work a scheduled day off in exchange for another day off during their regular workweek. However, the following conditions must be met to allow for a modification in the employee's scheduled workweek:

- A. The modification cannot cause the City to incur overtime obligations. Employees requesting such modifications waive their right to receive overtime under Section 7.4 for working outside their regular work schedule for the period of the modification. Additionally, the request will be denied if the modification would cause the City to incur overtime obligations to another employee.
- B. Any requests for a change in an employee's workweek must be submitted in the electronic scheduler.
- C. Denial should not be unreasonable and the denial of an employee's request for a

modification in the employee's regularly scheduled workweek shall not be grievable. Unreasonable is defined as an action which is inconsistent with practice or not based upon a sound business reason; an action that is not anticipatory but based on facts.

**7.4 Work Schedule** All employees shall be scheduled to work on a regular shifts and each shift shall have regular starting and ending times. Work schedules showing the employee's shift, workdays and hours shall be posted (30) days prior to their effective date, except for emergency situations and for the duration of the emergency, and except for scheduled training for which ten (10) days' notice is required. Employees will normally be given seven (7) calendar days advance notice of any change in their work schedule, which is required by the City. Employees whose work schedules are changed by the City without seven (7) calendar days advance notice will be paid at overtime rates for time worked outside their regular work schedule, except under the following circumstances:

- A. When the scheduling changes are made in response to an emergency (Act of God, natural disaster, civil unrest, or governmental declaration of emergency) and only for the duration of the emergency;
- B. When scheduling changes are made to accommodate non-mandatory training, for the employee requesting and attending the training only;
- C. Upon mutual agreement between the City, APA and the employee.
- D. The Association retains the right to perform an upgrade to the shift assignments according its rules assuming doing so would not cause operational hardships on the department.

**7.5 Shift Rotation**. Employees shall rotate work-shifts by bidding for 3-month work cycles each calendar year. Bidding shall be conducted annually, commencing on November 1<sup>st</sup> and ending on December 1<sup>st</sup>.

Employees on a 12 hour shift shall select their short days by total time served with the Ashland Police Department, regardless of rank. Employees will be awarded shifts within the classification they are assigned, based on classification seniority. Prior to or during the bidding process, no shift with days off can be reserved for probationary or new hires. Prior to or during the bidding process, notation must be made to leave a specified number of shifts with days off vacant for probationary or new hires.

In the event of a vacancy/vacancies on a shift with eight (8) or more weeks remaining in a shift rotation, the Association may elect the right to upgrade the shift rotations for the remainder of that three (3) month work cycle. All upgrades must be completed by the Executive Board during regular working hours and must be confirmed by the Association in writing, within one week of the date the employee leaves the City's employment.

All employees who exercise upgrading rights waive the right to seven (7) days advance notice of shift changes under Section 7.4.

Any officer who at a shift rotation is rotating from one shift to another, and who, because of this rotation, would be compelled to work two shifts in a row, without a break, is entitled to an 8 hour rest period between the shifts, at regular rate of pay. This will not be charged against any leave bank.

Notwithstanding the above, employees who are assigned to light-duty position to recover from on or off-the-job injuries or illnesses may be assigned to shifts to accommodate their light-duty position without regard to seniority.

**7.6 Rest Periods** . A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

**7.7 Meal Period** . To the extent consistent with operating requirements of the department, meal periods shall be scheduled by the employee at the time of their choosing. Employees will attempt not to schedule their meal period during the first or last hour of their assigned shift. The meal period shall be thirty (30) minutes and shall be considered on duty time.

**7.8 Overtime**. The City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest. Except as otherwise provided in this Agreement, employees shall be compensated at the rate of one-and-one half (1 1/2) times their regular rate for overtime work by the City under the following conditions:

- A. All assigned work in excess of eight (8) hours on any scheduled workday for employees who are scheduled to work an eight (8) hour workday and all assigned work in excess of ten (10) hours on any scheduled workday for employees who are scheduled to work a ten (10) hour workday and all assigned work in excess of twelve (12) hours on any scheduled workday for employees who are scheduled to work a twelve (12) hour workday.
- B. All assigned work in excess of forty (40) hours in the workweek. The City shall not be liable for the payment of overtime when more than forty (40) hours are worked in a seven (7) day period as the result of a scheduled seniority shift rotation for sworn personnel. To this end the City may work an employee (80) hours in a 2-week period before incurring any overtime liability.
- C. All work assigned outside an employee's work schedule, except in accordance with Section 7.4 of this Article.

In no event shall such compensation be received twice for the same hours. Overtime work will be equitably distributed to other employees within the same classification whenever possible

Association members will not be compelled to work overtime hours for special events unless the event is a sanctioned City or school event, or unless there is a compelling reason for the department's participation. In all situations the City will endeavor to find volunteers before compelling officers to work overtime for special events.

- D. Overtime Accumulation while at DPSST–Compensation while attending the Basic Police Academy. Employees assigned to training at the basic police academy are expected to do what is needed to ensure successful completion of the academy. Employees who are required to work more than 80 hours per pay period because the academy staff require it shall earn comp time for

time worked at the rate of equal comp time earned for time worked. Examples of this include but are not limited to: attending color guard ceremonies, participating in class wide exercise, attending evening RADAR/LIDAR or similar classes. Employees assigned to training at the academy are not compensated for lunch breaks.

Employees who choose to engage in after hours studying, exercising, practicing, project development or similar activities that are not directly mandated by the academy staff shall not be compensated for time spent engaging in these activities.

Employees assigned to training at the academy are required to accurately record and report their time worked.

**7.9 Callback Time.** Employees called back to work shall receive overtime pay with a guaranteed minimum of four (4) hours at the overtime rate for the work for which they are called back. Employees called back to work on a regularly scheduled day off shall receive overtime pay with a guaranteed minimum of four (4) hours at the overtime rate for the work for which they are called back. Employees who are called back to work for court appearances shall receive one callback payment if those appearances occur within four (4) hours of the initial callback. When an employee is on call-back, once the employee has completed the specific task (for example to appear at a legal proceeding or attend a meeting) for which the employee was called back, then they are free to leave. This section applies only when call-back results in hours worked which are not annexed consecutively to or that overlaps one end or the other of the working day or working shift. This section does not apply to scheduled overtime, callback times annexed to the beginning of the work shift, holdover times annexed to the end of the work shift or workday or to brief routine phone calls. For purposes of this section, a regularly scheduled day(s) off shall commence at the conclusion of the last scheduled workday of the work week and end at the beginning of the next scheduled work week.

**7.10 Compensatory Time.** Overtime work shall be compensated by compensatory time at the rate of one-and -one-half times the hours worked to a maximum accrual of eighty (80) hours or by cash payment at the rate of one-and-one-half times the regular hourly rate at the option of the employee. Employees are encouraged to provide as much notice as possible of requested time off. Compensatory time shall be taken at such times in such blocks as are mutually agreed upon between the employee and their supervisor, subject to the following:

- A. Employees must provide a minimum of forty-eight (48) hours advance notice of the requested compensatory time off. This forty-eight (48) hour notice will, subject to “B” below, be considered reasonable notice under FLSA. The department may waive the forty-eight (48) hour advance notice requirement.
- B. Minimum staffing shall be determined by the City, however the APA must be notified prior to implementation of the change. If the employee cannot secure a volunteer to cover for the employee requesting compensatory time off and thereby assure minimum staffing levels, compensatory time will be denied. If staffing is met with less than 48 hours, the request will not be unreasonably denied.

**7.11 Shift Trades.** Qualifying employees may trade rotations as per Department policy. For the trade,



the employees will indemnify and hold the City harmless for any overtime provisions which would otherwise be applicable.

**7.12 CSO Work Schedule.** While the department employs a cadet, the CSO will be allowed to choose their workdays for the work week, per rotation, and the CSO will be allowed to choose to work either five (5) eight (8) hour shifts or four (4) ten (10) hour shifts as described in Section 7.1, so long as department business needs are met.

## **ARTICLE VIII SICK LEAVE**

**8.1 Accumulation.** Sick leave shall be earned by each eligible full-time employee at the rate of twelve-(12) hours for each full calendar month of service, irrespective of the employee’s work schedule. Sick leave shall not accrue during periods of unpaid leave or layoff. Employees who return to work from unpaid leave or recall from layoff shall, however, be credited with any unused sick leave they had accrued prior to unpaid leave or layoff. Sick leave may be accumulated to a total of 1200 hours and must be taken for the purposes specified in Section 8.2 below, as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue if an employee is on unpaid leave due to illness or injury.

**8.2 Utilization for Illness or Injury.** Employees may utilize their accrued sick leave when unable to perform their work duties by reason of illness or injury or for the illness or injury of a qualifying family member under applicable state or federal family medical leave laws. In such event, the employee shall notify the Police Chief or other supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of their scheduled regular work shift, unless unable to do so because of the nature of injury or illness. Employees are encouraged to schedule routine medical and dental appointments outside their regularly scheduled working hours, whenever possible. In the event such appointments must be scheduled during an employee’s scheduled shift, every effort must be made by that employee to give the Department at least twenty-four (24) hours advance notice. The City may require an employee to submit certification by a physician or health care professional or other acceptable verification of the reason for utilization of sick leave as a precondition to payment of sick leave whenever the employee’s absence exceeds three (3) consecutive workdays or whenever the City can articulate a good faith concern (e.g. questionable patterns of usage, etc.) regarding the employee’s eligibility to receive sick leave. For the purpose of this section and the following sections of this Article, pregnancy shall be treated as any other illness or disability.

An employee may be granted up to twelve (12) weeks, per calendar year, paid sick leave for the employee to care for an ill or injured family member and for other OFLA qualifying purposes in accordance with OFLA. For the purpose of this Section family member includes: spouse, children (including step-children and foster children), parent, parent-in-law, grandchildren, grandparents, “domestic partner” as defined in Section 16.1 and the children, grandchildren and grandparents of such domestic partners.

**8.3 Integration with Workers’ Compensation.** When an employee suffers a work-related injury or illness, the City’s obligation to pay under this sick leave Article is limited to the difference between any payment received under Worker's Compensation laws and the employee’s regular pay, minus state and federal deductions. In such instances, no charges will be made against accrued sick for the time an employee is absent from work to receive medical treatment on the date a work-related injury or illness

occurs and leave for the first three (3) days following the injury or illness. Thereafter prorated charges will be made against accrued sick leave, unless an employee is absent from work for a work related injury or illness that exceeds ninety (90) calendar days. In situations where an employee's work-related injury or illness exceeds ninety (90) calendar days, the City will credit sick leave benefits paid to the employee during that period back to their sick leave bank.

**8.4 Sick Leave Without Pay.** Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave and other paid leave banks have been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability and before returning to work.

**8.5 Termination.** Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon their death or termination of employment, except as provided for in Section 16.2.

**8.6 Pay for Unused Sick Leave.** All employees may elect to receive up to forty (40) hours of their unused annual sick leave accrual (maximum of 144 hours) as cash on their first paycheck in December provided at least forty (40) hours of accrued sick leave remains after the aforesaid payout. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

**8.7 Sick leave payout upon retirement.** Upon retirement, employees covered by this agreement shall receive a percentage of the unused sick leave balance credited to the employee's individual HRA/VEBA. Credit will be provided at the employee's wage rate at retirement in accordance with the following schedule:

UNUSED SICK LEAVE HOURS	PERCENTAGE OF CREDIT
1-399	30%
400-599	40%
600-1200	50%

Employees must provide to the City four weeks advance written notice of retirement unless extenuating circumstances prevent this notice.

No compensation for unused accrued sick leave shall be provided if employment with the City ends for any reason other than retirement pursuant to ORS 238.280.

**8.8 Uses for Family Illness.** The City will grant leave for OFLA/FMLA qualifying reasons consistent with state and federal law.

**8.9 Purposes of Sick Leave.** Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse or "partner" in a "domestic partnership" as such terms are defined in ORS 106.310, biological adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employees was or is in a

relationship of in loco parentis, any other relationship identified in the City’s Employee Handbook as a “family member” for the purpose of using sick leave.

- A. For an employee’s or family member’s mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- B. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- C. To care for a family member with a serious health condition.
- D. To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee’s job.
- E. To care for a child of the employee who is suffering from a non-serious illness, injury, or condition.
- F. To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- G. To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee’s minor child or dependent.
- H. To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- I. For certain public health emergencies including closure by public official of the employee’s place of business, school or place of care of the employee’s child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

## **ARTICLE IX OTHER LEAVES OF ABSENCE**

**9.1 Criteria and Procedure.** Leaves of absence without pay not to exceed ninety (90) days may be granted upon establishment of reasonable justification and where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Police Chief thirty (30) days prior to the requested leave date, unless otherwise waived.

**9.2 Jury Duty.** Employees shall be granted leave with pay for service upon a jury provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received for such jury service, and upon being excused from jury service for any day employee shall immediately contact their supervisor for assignment for the remainder of their regular workday.

**9.3 Appearances.** Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority provided, however, that the regular pay of such employee shall be reduced by an amount

equal to any compensation they may receive as witness fees.

**9.4 Required Court Appearances.** Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

**9.5 Association Business.** Employees elected to any Association office or selected by the Association to do work which takes them from their employment with the City may, upon written request of the Association and the employee, be recommended by the Police Chief for a leave of absence, of up to thirty (30) days without pay. Employees selected by the Association to attend collective bargaining sessions between the Association and the City shall not suffer a loss of pay or benefits as a result of attendance at such meetings. However, all efforts shall be made to schedule such meetings so as not to adversely affect the staffing or operation of the department.

**9.6 Educational Leave.** After the completion of probation, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Police Chief. One year leaves of absence, with requested extensions for educational purposes may not be provided more than once in any three (3) year period. Their replacement shall be considered a temporary employee. Employees shall also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's Police Chief.

**9.7 Military Leave.** Military leave shall be granted as required by Oregon Revised Statutes and federal law. Employees may use accrued vacation and holiday time for official military leave in excess of the employer-paid time provided by statute.

**9.8 Bereavement Leave.** In addition to regular sick leave, an employee may be granted five (5) days bereavement leave with regular pay in the event of death of a family member of the employee. For the purpose of this benefit, the term "family member" shall include the employee's spouse or "partner" in a "domestic partnership" as such terms are defined in ORS 106.310, biological, adopted, step or foster parent or child, sibling, parent-in-law, sibling-in-law, grandparent and grandparent-in-law. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned work week. The City will grant additional paid or unpaid bereavement leave consistent with state and federal laws. (E.g., OFLA/FMLA or Oregon Sick Leave). The City may, at its discretion, grant other compassionate leave under exceptional circumstances.

**9.9 Failure to Return from Leave.** Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be declared vacated; except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reason beyond their control.

## **ARTICLE X COMPENSATION**

**10.1 Pay Schedule.** Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked “Appendix B.”

**This pay schedule shall incorporate the following wage increases:**

- A. Effective July 1, 2023, all bargaining unit base wages will be increased 4.5%.  
Effective July 1, 2024, all bargaining unit base wages will be increased by 4%  
Effective July 1, 2025, all bargaining unit base wages will be increased by 4%
  
- B. At the conclusion of the City contracted compensation and classification study Article X Section A will be reopened at the request of the City if salary adjustments need to be made to include both salary increases and salary freezes.
  
- C. The City shall establish and maintain an HRA/VEBA for each bargaining unit member, and deposit an amount equal to 3% of the employee’s regular rate of pay into the account at the beginning of each pay period.

**10.2 Pay Periods.** Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:01 A.M. on Saturday and ending on the 14th day (Friday) at 11:59 P.M. Pay days shall be on the Friday following the close of each pay period.

**10.3 Overtime Compensation.** Authorized overtime shall be paid in the form of pay or compensatory time off pursuant to Section 7.10. All overtime shall be recorded by the employee and must be approved by the Police Chief or designated supervisor.

**10.4 Standby Pay.** An employee assigned to standby status to handle emergencies (i.e. Act of God, natural disaster, civil unrest, or governmental declaration of emergency) during their off-duty hours and who is required to respond upon a phone call from a supervisor, shall be paid at twenty (20) percent of their regular rate for all predetermined hours of such period. In addition, he/she shall be compensated at overtime rates for actual time worked to the nearest one-half hours and shall not be eligible for callback time as set forth in Section 7.9.

### **10.5 Incentive Pay**

#### **10.51 DPSST Certification.**

An employee classified as a Police Officer shall, upon receiving an intermediate or advanced certificate from the Department of Public Safety, Standards and Training, be eligible for a monthly allowance of 7% for intermediate DPSST certification, or 12% for advanced DPSST certification.

#### **10.52 Educational Incentive.**

Employees in the bargaining unit who obtain a degree or advanced degree from a regionally accredited college or university shall be eligible to receive additional compensation in the form of an educational incentive as described below.

- A. 2% for having/attaining an Associate's degree
- B. 3% for having/attaining a Bachelor's degree
- C. 5% for having/attaining a Master's degree

The educational incentive may be combined with DPSST certification and/or additional compensation for special assignments described in section 10.6, but employees must choose between educational incentive and longevity pay. Education incentive will begin once proof of degree is provided.

**10.53 Longevity Pay (formerly senior police officer pay).**

Employees in the job classification of Police Officer achieving ten consecutive years of service as a police officer shall be designated as Senior Police Officer, and will receive longevity pay based on the following schedule:

- A. 3% after attaining 10 years continuous service as a police officer
- B. 6% after attaining 15 years continuous service as a police officer
- C. 9% after attaining 20 or more years of continuous service as a police officer
- D. 12% after attaining 25 or more years of continuous service as a police officer

Longevity pay is not applicable if the employee is already receiving the equivalent or greater education incentive.

Note: Officers may choose the combination of DPSST certification pay + Educational Incentive **or** DPSST certification pay + longevity pay based on which combination is most beneficial. In no case will an officer be eligible for more than two incentives under section 10.5. Officers are responsible for notifying a supervisor within 60 days of their anniversary date for an intermediate or advanced certificate. Officers are responsible for providing proof of any certifications prior to receiving incentive pay. The city will make every effort to compensate the officer for incentive pay on their anniversary date if proof of certification is provided by their anniversary date. If proof of any certification is not provided by the employee's anniversary date compensation will begin once the proof of certification is provided.

**10.54 Fitness Incentive Reimbursement.** The City will reimburse employees up to ten dollars (\$10.00) per month toward membership in a recognized fitness club, weight management program, or City of Ashland Recreation health/fitness program in which they are actively participating.

**10.55 Fitness Incentive.** All Department employees shall participate in the Department's fitness program. Employees may receive a fitness incentive payment upon completion of the run twice a year. The incentive will apply for successful testing at the approved Cooper Standard levels of performance based upon the following schedule:

Completion within 60 <sup>th</sup> percentile	\$700
Completion within 50 <sup>th</sup> percentile	\$500
Completion within 40 <sup>th</sup> percentile	\$400

Officers will continue to receive (2 hours) compensatory time for participation (4 hours) compensatory time for meeting the “Fair” standard, (6 hours) compensatory time for meeting the “Good” standard, and (8 hours) compensatory time for meeting the “Excellent/Superior” standard.

The fitness test will be conducted two (spring and fall) times per year. In order to receive the fitness incentive, employees must successfully complete the test per the Cooper Standards two times during the fiscal year. If an employee has previously demonstrated and achieved a fitness goal prior to being placed on Workers Compensation or FMLA/OFLA, then the employee will be paid for the same level as last achieved during the testing period.

**10.6 Special Assignment Pay.** Employees assigned to the following special temporary assignments shall be compensated as follows:

- A. **Detective.** Any member of the bargaining unit who is assigned to detective status shall be compensated an additional five percent (5%) over the monthly rate for Police Officer set forth in “Appendix B” of this Agreement until relieved of such assignment. Employees assigned to the detective division shall be compensated for overtime in the same manner as patrol officers assuming the overage has been approved by the detective supervisor.
- B. **Officer in Charge.** Any employee on active duty designated by the City as acting in capacity in a higher-level position other than their regular job classification shall receive 10% additional pay above their current base salary for the length of the assignment. This rate applies to hours worked only and when combined with other special assignment pay then the combined total shall not exceed 10% (e.g. DARE Officer 5% plus Officer in Charge 5%).
- C. **Other Special Assignments.** Special Assignments, including Motorcycle Officer, School Resource Officer, Survival Skills Instructor during the time they are actually involved in instructing other officers, and CAP Officer, shall be compensated an additional five percent (5%) over their normal monthly rate, until relieved of such assignment. Employees assigned to Police Training Officer shall receive an additional five percent (5%) for the period of the assignment. Employees assigned for SWAT callouts shall receive an additional five percent (5%) for the period of the callout.
- D. **Clothing Allowance Advance for Detectives.** Detectives will receive \$100 clothing allowance per month.

**10.7 Detective On-call Compensation.** Employees assigned to the detective division who are required to be “on-call” for a period of one week will be paid ten (10) hours of regular pay as compensation for remaining in the area and available for after-hours emergency call outs.

## ARTICLE XI DISCIPLINE

**11.1** No regular employee as defined in Article XIII may be disciplined or discharged, except for just cause. Disciplinary action, including discharge, may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions, shall be considered good cause for disciplinary action. Such cause also includes, but is not limited to: misconduct, inefficiency, unsatisfactory work performance, incompetence, insubordination, violation of Department rules, unauthorized or excessive tardiness or absenteeism, dishonesty, engaging in political activities forbidden by State law, or other violations of Departmental standards of conduct. The employee, upon request, has the right to have Association representation at any meeting during which disciplinary matters are discussed.

**11.2** Discipline for just cause may include the following:

- A. Written reprimand, which will be placed in Guardian Tracker
- B. Demotion
- C. Suspension
- D. Discharge

**11.3** An employee may be placed on paid administrative leave while charges against the employee are investigated.

**11.4** Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the regular grievance procedure. If a Police Chief or other supervisor has reason to discipline an employee, he/she shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public. Oral reprimands shall not be protested through the grievance procedure. Written reprimands, upon request of the employee, shall be removed from the personnel file at the end of three years from the time the reprimand was dated, provided there are no related subsequent written reprimands or disciplinary action taken during the intervening period of time. It is understood and agreed disciplinary action that has been removed from an employee's personnel file cannot be used for the purpose of progressive discipline. However, in the event an employee grieves subsequent disciplinary action, including discharge, at an arbitration hearing and the Association introduces evidence regarding the employee's past work record, the City reserves the right to introduce removed disciplinary action for the purpose of enabling the arbitration to evaluate the City's action.

Additionally, in the event an employee grieves or otherwise challenges disciplinary action in a legal proceeding and raises the claim that (s)he was discriminated against or treated inconsistently, the City reserves the right to introduce disciplinary action removed from the personnel files of other employees for the limited purpose of addressing such claims of discrimination or inconsistency.

**11.5** Upon removal of documents, pursuant to 11.4, the City shall store all removed documents outside the Department until the mandated state archive period is complete. The Department documents shall not be released or used for any purpose after being removed from employee personnel files, except as set forth in Section 11.4 above.



The City shall store all completed internal affairs investigations, which result in an unfounded or exonerated finding outside the Department. These documents will be disposed of in accordance with the state archive laws and shall not serve as the basis for further discipline.

**11.6** The just cause protections set forth in the Article shall not apply to any employee who is discharged during probation, as defined in Article XIII.

**11.7** When an employee is under investigation, which could lead to disciplinary action:

- A. The City shall notify the employee under investigation for a matter involving an Internal Affairs Investigation, as defined in the department's policy manual, in writing, at least forty-eight (48) hours prior to any interview of the nature of the investigation and the specific allegations levied against him or her. The employee will, upon request, be provided with a copy of any complaint submitted in writing at the time of this notification.
- B. The employee shall be entitled to Association representation and shall be provided a reasonable amount of time prior to the interview to consult with an Association representative, irrespective of whether the matter involves an Internal Affairs Investigation or Informational Report being placed in Guarding Tracker, which are non-disciplinary in nature and are intended to document commendations and incidents that do not warrant discipline. Informational Reports may, however, be referenced in employee evaluations and used to identify training and professional needs.
- C. The City shall strive to hold the interview of an employee during normal business hours, which shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. This does not preclude management from scheduling an interview outside of normal business hours, provided a member of the Association's Executive Board (excluding a member who is a material witness or has a direct personal interest in the outcome of the investigation) is available to accompany the employee to the interview. In the event that the Association desires to have its legal counsel present at the interview, the Department will schedule the interview at a mutually agreeable time during normal business hours, provided the interview is not delayed more than three (3) business days.

The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue(s) being investigated. If the interview is of extended duration (i.e. beyond 2 hours in length), reasonable breaks will be afforded to the employee being interviewed, upon request. Nothing in this Article is intended to prohibit the Department from conducting follow-up interviews with the employee, subject to the same conditions.

Either the Department or the employee may request that a recording be made of the interview. Neither party will record the interview without informing the other that recording is taking place. If a recording is made by either party, the other party will provide a true copy of the recording upon request, but no more than five (5) business days after the request is made. Under no circumstances will the recording be shared with material witnesses during the period the investigation is pending.

The City shall limit investigations to complaints, which have been reduced to writing by

the complainant or Department. No employee will be required to appear or participate in an interview with the complaining party.

- D. The Department will strive to complete investigations within thirty (30) days from the date the complaint or conduct giving rise to the investigation became known to management. In the event additional time is needed to complete the investigation, the employee and the Association's Executive Board will be notified of any extension and the reason(s) for the extension. The employee and the Association will further be advised of the outcome of the investigation.
- E. No employee will be required to submit to a polygraph examination.
- F. No member of the Association will be required to participate in any type of Citizen Review Board in any form or by any title or name pertaining to the use of force or police practices/conduct issues.

**11.8** Whenever there is a use of force incident involving an employee discharging a firearm or there is a serious physical injury or death to any person, a Departmental supervisor will promptly notify an Executive Board member.

## **ARTICLE XII SETTLEMENT OF DISPUTES**

**12.1 Grievance and Arbitration Procedure.** Any grievance or dispute which may arise between the parties concerning the application and/or the Association, and/or employee with regard to interpretation issues, meaning or interpretation of this Agreement shall be settled in the following manner:

**Step I** The affected employee and, with regard to interpretation issues the Association and/or the employee, shall take up the grievance or dispute with the Police Chief, or their designee, within ten (10) days of when the employee knew or should have known of the violation. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Police Chief, or their designee, shall respond to the Association representative in writing within ten (10) days after receipt thereof.

**Step II** If the grievance remains unadjusted, it may be presented by the Association to the City Manager of the City or their designee(s), within ten (10) days after the response specified in Step I is due or received. The City Manager, or their designee(s), shall respond in writing to the Association within ten (10) days.

**Step III** For matters other than misconduct as defined in ORS 243.706 et seq., If the grievance is still unsettled, either party may within ten (10) days of the decision of the City Manager or their designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the

Employment Relations Board shall be requested to submit a list of five names of Oregon and Washington arbitrators. Both the City and the Association shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The arbitrator's decision shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented. Their decision shall be based solely upon their interpretation of the meaning and express language of the agreement. Expenses for the arbitrator shall be borne by the losing party as designated by the arbitrator. However, each party shall be responsible for compensating its own representatives and witnesses.

The City will adjust schedules, as necessary, to enable the grievant and one Association representative the opportunity to attend the arbitration hearing. Time spent at the arbitration hearing will be paid at straight-time rates.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Association within the time limits specified above, such grievance shall be deemed waived. All days and hours specified shall be calendar days. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step. A grievance may not change once it has been filed in writing.

For arbitration proceedings involving alleged deputy misconduct, the hearing will be conducted and the parties will select arbitrators pursuant to ORS .706

### **ARTICLE XIII SENIORITY**

**13.1 Definition of Seniority.** Only regular employees shall have seniority. Two types of seniority will be recognized for various purposes as set forth in this Agreement: bargaining unit seniority and classification seniority. Bargaining unit seniority shall be defined as an employee's length of service within the bargaining unit without termination of seniority, dating from their first day of compensable work within the bargaining unit. Classification seniority shall be defined as an employee's length of service within a job classification listed in Appendix "A" without a termination of seniority. Employees who move to different classifications within the bargaining unit will retain the classification seniority they had in their previous job classification.

**13.2 Layoff and Recall.** In the event of layoff, the selection of employees to be laid off shall be as follows: First, probationary employee(s) in the positions affected shall be laid off. If there are no such probationary employees, the employee in the position affected who has the least classification seniority in that position will be the first laid off and layoffs shall continue in that order. An employee who has classification seniority in a lower job classification may exercise their seniority to bump into that lower

job classification, provided he or she is qualified to perform the work. When displacing another employee, the “bumping” employee’s salary or wage shall be at the step that most closely approximates, but does not exceed, their salary range in the previous classification on the effective date of layoff. In order to be entitled to bumping rights, an employee must notify the Chief of Police of their intent to bump within seven (7) calendar days of receipt of layoff notice. Recall from layoff shall be in reverse order of seniority, provided the senior employee is capable of performing the work.

**13.3 Suspension of Seniority.** Bargaining unit and classification seniority shall be retained but shall not continue to accrue during layoffs and authorized leaves in excess of ninety (90) calendar days.

Also, employees who are promoted to positions within the Department that are outside the bargaining unit but are returned to a bargaining unit position by the City within the six (6) month promotional probationary period set forth in Article 14.2, will return with the bargaining unit and classification seniority they had accrued at the time of their promotion restored. The time an employee spends in such a position will not however be applied toward their seniority.

**13.4 Termination of Seniority.** Bargaining unit and classification seniority and the employment relationship shall be terminated if an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Is absent from work for three (3) consecutive working days without notification to the City, unless the City determines, in its discretion that mitigating circumstances existed to justify the failure to notify;
- D. Is laid off and fails to report to work within three days after receipt of notice of recall by certified mail or five days after delivery of such notice of recall;
- E. Is laid off from work for any reason for 24 months, or for a period of time equal to their seniority, whichever is shorter;
- F. Fails to report for work at the expiration of a leave of absence or in the case of an absence due to an on or off-the-job injury or illness, fails to report for work within seven (7) days of receipt of a full or limited medical release to return to work;
- G. If while on leave of absence for personal health reasons accepts other employment without permission; or
- H. Is retired.
- I. If the employee is absent from work due to an on-the-job injury or illness for a period in excess of three years from their original date of injury/illness or another event occurs to extinguish reinstatement rights in accordance with ORS 659A.043 and ORS 659A.046. (It is however understood and agreed that the seniority of an employee who is continuously absent due to an

on-the-job injury or illness will be frozen after one year.)

**13.5 Probationary Period.** The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the Department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. For new employees hired, the probationary period for entry-level employees shall be eighteen (18) full months of employment. The probationary period for lateral employees shall be twelve (12) full months of employment. Probationary periods will commence on the first day of an employee's compensable work in a job classification and may be extended up to an additional six (6) months by written mutual approval between the City and the Association. The Association recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on the job training, cross training in other classifications, the assignment of on-the-job training, cross-training in other classifications and the assignment to educational courses and training programs. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

**13.6 Notice of Recall from Layoff Status.** Recall from layoff exceeding five (5) workdays shall be by certified letter sent to the employee at their last known address furnished to the City by the employee. The City may also use any other means to return an employee sooner.

## **ARTICLE XIV PROMOTIONS**

**14.1 Postings.** Promotional opportunities to job classifications listed in Appendix "A" (not assignments), as well as supervisory/management positions in the Department shall be posted for at least three (3) weeks prior to the closing of accepting applications for the position. Whenever a promotional examination is given the notice announcing such examination shall state the passing score on all parts of the examination and the relative weight of each part of the examination.

**14.2 Promotional Probationary Period.** Regular employees promoted into a higher classification within the Department shall serve a promotional probationary period of six (6) continuous months. The Association also recognizes the right of the City to demote an employee on promotional probationary status to their previous position. Demotion of an employee on promotional probationary status, as well as demotion of employee who was filling the employee's position within the promotional probationary period, shall not be subject to the grievance procedure under Article XII and such demotion shall not be considered a disciplinary action.

## **ARTICLE XV GENERAL PROVISIONS**

**15.1 No Discrimination.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, age, sex, national origin or other protected status in accordance with applicable law. The Association shall share equally with the City the

responsibility for applying the provisions of this Section. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include the male and female employees. Employees shall have the right to form, join, and participate in the activities of the Association or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Association by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent him/herself in individual personal matters.

**15.2 Professional Standards and Safety Committee.** In order that the City may be informed and/or take appropriate action on professional standards of safety and protective equipment, a committee shall be formed composed of the Police Chief and/or their designated representatives not to exceed two, and representatives of the Association not to exceed three. This committee shall meet as mutually agreed upon, consider surveys and factual studies, and make recommendations for improvements to the City Manager.

**15.3 Rules.** It is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been reduced to writing will be furnished to the Association and to affected employees upon request.

**15.4 Other Employment.** Prior to accepting outside employment, an employee shall first discuss the matter with the Police Chief. Acceptance or continuance of regular outside employment by an employee shall be subject to the following criteria:

- A. The need for mentally alert and physically able public safety employees.
- B. Insulating employees from potential conflict of interest situations.
- C. Maintaining efficiency unimpaired by other employment, recognizing the nature of the job requiring police officers to be available for emergency duty twenty four (24) hours a day.

**15.5 Uniforms, Protective Clothing and Devices.** If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. Failure of any employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI.

**15.5 A. Equipment/Clothing Allowance.** Association members will receive a stipend of \$300 per year, to be paid on the first pay period in July for equipment and clothing significantly used while the employee is performing the employee's day-to-day duties. New hires will be provided with the stipend at the time of hire for the year in which they begin working for the City. They would be eligible for additional stipends each July during this contract.

**15.6 Educational Allowance.** After an employee's completion of probation, the Police Chief may

authorize reimbursement to the employee for costs directly related to upgrading their professional ability through enrollment in an educational course of study or class at a state accredited educational institution. The amount of such reimbursement shall be at the sole discretion of the Police Chief, based on the availability of departmental resources for such expenditures and upon the relative benefit to be realized by the department from the employee's participation in the class or coursework. Funds may be advanced to an employee to pay initial costs; however, final reimbursement shall require the employee to provide evidence of their successful completion of the class or coursework. In no event shall the Department be responsible for reimbursing educational costs incurred by an employee outside of an advance mutual agreement with the Police Chief.

**15.7 Position Descriptions.** The general classifications of labor which shall be recognized throughout this Agreement shall be those set forth in Appendix A.

**15.8 Personnel File.**

- A. **Inspection.** Each bargaining unit member shall have the right to review and obtain at their expense, copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment with the City. The official personnel files shall be maintained in the City Manager's office.
  
- B. **Employee Signature.** Each employee shall be offered the opportunity to read and sign any written material that is placed in their official personnel file. The employee may:
  - 1. Sign such material indicating agreement.
  - 2. Sign such material, indicating disagreement, in which case the employee may place in their file a signed response to such material.
  - 3. Refuse to sign such material in which case an employee of management shall place in that person's file a signed statement indicating that the material was offered to the employee for reading and signing and the employee refused.

**15.9 Training.** The City shall provide outside training opportunities to employees in the bargaining unit as follows:

- A. The City shall provide outside training opportunities to employees in the bargaining unit on an equitable basis. All training must be approved by the Chief or their designee and is subject to the Department's evaluation of operational needs and budgeting constraints.
  
- B. The City shall provide twenty four (24) hours of outside training per year to Survival Skills instructors, and shall provide any additional training hours DPSST requires, such instructors to have maintain DPSST teaching credentials.

**15.10 Travel Time for Training and Other Off-Site Activities.** The city's Travel & Expense Reimbursement Policy as written and published at the time of signing will apply to travel time for training and other off-site activities. A copy of the published Travel and Expense policy will be attached and

marked as Appendix “D.”

**15.11 Fitness for Duty.** The City reserves the right to require employees to provide verification of medical ability to perform the essential functions of their positions, as well as confirmation of any limitations on an employee’s ability to perform such essential functions, so long as such verification is consistent with applicable law. Verification may be required if the City can articulate a reasonable, good faith basis for the need for verification.

The verification will be limited to the determination of whether the employee can perform their essential job duties without a direct threat to their safety or the safety of others. All medical information released pursuant to a fitness-for-duty test will be maintained in the employee’s confidential medical file and released only on a need-to-know basis.

The City will place any employee who is required to submit to a fitness-for-duty test on paid administrative leave until the verification is obtained. The City will also pay for the cost of evaluation, as well as the time spent by the employee undergoing the required evaluation and traveling to/from the evaluation.

## **ARTICLE XVI HEALTH, WELFARE & RETIREMENT**

**16.1** The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee and shall include (1) representative of the Ashland Police Association. The Committee shall meet at least once per year for the purpose of discussing City wide issues including health insurance benefits along with other items.

Health benefits and other insurance will be provided to the APA represented employees under the same conditions and restrictions as provided to all other city employees. Adjustments to the health benefits plan may be made by the City upon annual benefit renewal within budgetary constraints.

In the event an employee chooses not to use the City provided insurance with proof of other coverage, the City shall pay the employee \$100 per month.

**16.2 Retirement.** The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. The City will report to PERS the total accumulated sick time. The City will also assume or pay the employee contributions required by ORS 238A.355 for all employees included under this agreement at a uniform rate of six (6) percent.

**16.3 Deferred Compensation.** The City shall contribute \$50.00 per month in matching funds per member enrolled in a City deferred compensation program. This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

**16.5 Reemployment of Retired Employees.**

- A. The City may at its discretion rehire retired Association members for up to 1039 hours each year following their retirement date.



- B. At the retiring Association member's option, the City shall only use rehired retired employees to fill a vacant Association member position on a temporary basis and for not more than 90 days following the retirement date of the rehired retired employee. Re-employment of retired employees will not cause the layoff of any other bargaining unit member and the rehired retired member will remain a member of the Association while re-employed with the exception of Article 5, 6, 8, 10.1A and 16.

## **ARTICLE XVII - WORKER'S COMPENSATION**

All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City. Compensation paid by the City for a period of sick leave also covered by Worker's Compensation shall be equal to the difference between the Workers Compensation pay for lost time and the employee's regular pay rate.

## **ARTICLE XVIII LIABILITY INSURANCE AND INDEMNIFICATION**

**18.1** The City shall purchase liability insurance in the maximum amounts set forth in O.R.S. for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the City.

**18.2** The City shall indemnify and defend employees in the bargaining unit against any tort claim arising out of an alleged act or omission occurring in the performance of duty as required by ORS 30.285 and 30.287 (1977 replacement part.)

The City agrees to reimburse the bargaining unit member for all reasonable, usual and customary legal fees charged by an attorney to represent the employee as a direct result of criminal charges or a criminal investigation arising out of the employee's performance of his/her duties as an employee. The reimbursement shall not be made if:

- A. The employee undergoes diversion, is convicted by verdict or plea, or pleads no contest to criminal charges arising from the incident; or
- B. The Department gives grievable discipline to the employee based upon the employee's actions that form the basis for the possible or actual criminal liability and the Department sustains the discipline through the grievance arbitration process or the employee does not appeal the discipline.

**18.3** Any reimbursement from the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member arising out of the incident and are subject to the following maximum requirements:

- A. Legal fees relating to a grand jury and/or appearance: \$5,000
- B. Legal fees relating to post-grand jury indictment or other charging instrument: \$10,000

Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. The City may submit the bill to the Oregon State Bar Association for review for compliance with reasonable, usual and customary fees charged for such matters. The Oregon State Bar Association’s determination shall be final and binding for the City’s obligation under this Article.

**ARTICLE XIX SAVINGS CLAUSE AND FUNDING**

**19.1 Savings Clause.** Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. Upon such declaration, the parties agree to immediately meet and confer on a substitute, if possible, for the invalidated portion thereof.

**19.2 Funding.** The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budgetary procedures and in certain circumstances by vote of the citizens of the City. The City shall not reduce the wages and benefits specified in the Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to passage of such budget requests or voter approval thereof.

**ARTICLE XX TERMINATION AND REOPENING**

This Agreement concludes all collective bargaining between the parties during the term of this Agreement effective July 1, 2023, and shall remain in full force and effect until June 30, 2026.

This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing not later than ninety (90) days prior to the expiration date of this Agreement of their intent to modify or terminate the Agreement. If such notice is not given, this Agreement may be subsequently reopened for modification upon sixty (60) days written notice; however, the Agreement shall remain in full force and effect during the period of negotiations.

**ASHLAND POLICE ASSOCIATION**

**CITY OF ASHLAND, OREGON**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**APPENDIX “A”**

**CLASSIFICATIONS WITHIN BARGAINING UNIT**

Police Officer  
Community Services Officer  
Evidence Property Technician

**CLASSIFICATIONS EXCLUDED FROM BARGAINING UNIT**

Sergeant and above in rank  
Administrative Services Manager  
Confidential Employees

Irregular parttime employees who  
do not work a set schedule or who  
work less than an average of 20  
hours per week

Seasonal and temporary employees  
who are hired to work on a temporary  
basis for an undefined period of time

**Appendix B – Wage Schedule (Attached Separately)**

**APPENDIX “C”  
HEALTH AND WELFARE BENEFITS**

**Section 1. Health and Welfare** The City agrees to pay ninety percent (90%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay ten percent (10%) of the premium, to be deducted from the employee’s check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments. Medical benefits, including vision and dental, will continue within the current plan equivalent for the 3 years of the contract, July 1, 2023, through June 30, 2026.

Retired employees shall be allowed to participate in the existing insurance plan at their own expense to the extent required by state or federal law. The City shall also make available to employees an optional choice to participate in a Flexible Spending Account Program (pre-tax health premium and health and dependent care expense reimbursement).

- (1) Health Insurance – employee and family coverage. \$500 deductible, Copay F.
- (2) Dental Insurance – employee and family coverage. (CIS Incentive Dental Plan III with Ortho or Willamette Dental Option with Ortho).
- (3) Vision Insurance - employee and family coverage. (CIS Vision)
- (4) City paid reimbursement for programs contained in the City’s Wellness Program.
- (5) Other benefit levels and maximum premium payments by the City shall be as follows:

State mandated Life Insurance	\$12,500 in life coverage (duty connected only)
Standard Life Insurance	\$2,000 in coverage
Standard Dependent Life Insurance	\$1,000/dependent
Salary Continuation Plan (LTD)	66.67%, Up to \$2,000/month

- (6) Physical Fitness Reimbursement: 50% of membership cost up to a maximum of \$120 per year. Note: The dollar value of this benefit is taxable; it is reported on Form W-2.
- (7) The City will contribute an amount equivalent to 3% of earnings into an HRA-VEBA account for the employee and eligible dependents to use for eligible healthcare expenses.

The City agrees to continue providing the additional fringe benefits:

- Life Insurance- employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- Long Term Disability Insurance- employee only

**Section 4: Medical Coverage for Retirees-** Any employee hired prior to July 1, 2005, and retiring during the term of this contract with twenty (20) or more years of full-time service with the City, shall be eligible for a one-time contribution into their HRA/VEBA account in the amount of \$3,612.00 (\$60.20/month for 5 years) to assist with healthcare costs in retirement.

**APPENDIX “D”  
TRAVEL AND EXPENSE POLICY**

**The current policy and reimbursement forms are located on the City Network  
X: PERSONNEL INFORMATION\ADMINISTRATIVE POLICIES\Travel\_Reimbursement  
Policy**