

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SANDY POLICE ASSOCIATION**

**AND THE**

**CITY OF SANDY**

**July 1, 2022 – June 30, 2025**

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## ARTICLE 1 - PREAMBLE

Section 1 This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between the City of Sandy, Oregon (hereinafter "the City") and the Sandy Police Association, as affiliated with the Clackamas County Peace Officers' Association, (hereinafter "the Association") and sets forth the parties' Agreement with regard to wages, hours, and other conditions of employment. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

## ARTICLE 2 - RECOGNITION

Section 1 The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time and part-time employees of the Sandy Police Department, excluding Sergeants, supervisory, confidential, temporary, casual or seasonal employees of the Police Department, with respect to wages, hours and other conditions of employment.

Section 2 If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the Job Description. That rate shall become effective, unless the Association files written notice of its desire to negotiate the rate within fourteen (14) calendar days from the date of the City's notification to the Association. If the Association provides timely notice, but the City and Association cannot agree to a wage rate before the date the employee in the new classification is to commence work, the City may proceed with hiring at its proposed wage rate with the understanding that any subsequent agreed upon wage rate shall be retroactive to the employee's date of hire.

If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days and shall otherwise comply with expedited bargaining under ORS 243.698. If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board.

## ARTICLE 3 - MANAGEMENT RIGHTS

Section 1 Subject to the procedures of Article 6, the Association recognizes and agrees to the following that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads, that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to directing the activities of the Police Department, determining standards and levels of service and methods of operation, including subcontracting, where employees are not denied work

opportunities as a result, and the introduction of new equipment, hiring, promoting, transferring and laying off employees, disciplining and discharging non-probationary employees for just cause, and new hire probationary employees without just cause, promulgating policies and procedures, determining work schedules, assigning work, and, on no less than two months advance written notice, modifying the payroll system and/or pay dates.

Section 2 Nothing in this Agreement shall be considered a waiver of the Association's rights to collectively bargain any changes in the status quo which are mandatorily negotiable.

#### ARTICLE 4 - EMPLOYEE RIGHTS

Section 1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of or in the exercise of these rights.

Section 2 The City shall provide electronic copies of this Agreement for distribution to all Association members.

#### ARTICLE 5 - CONTINUITY OF SERVICES

Section 1 The Association's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the Police Department.

Section 2 In the event of violation of this provision by the Association or members of the Association, the City may discipline or terminate any employee involved in such activity.

#### ARTICLE 6 - EXISTING CONDITIONS

Section 1 Standards of employment related to wages, hours, and working conditions that constitute mandatory subjects of bargaining and which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, except as provided for in Section 3 below.

Section 2 Nothing in this Agreement, or in this Article, will be construed to prevent the

City from initiating any program or change which is not contrary to an express provision of this Agreement or the status quo as provided in Section 1 above.

Section 3 In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact the City will provide an Association Executive Board member with written notice of the proposed change in accordance with ORS 243.698. The Association shall have fourteen (14) calendar days from notification to demand bargaining in writing. The failure of the Association to demand bargaining within fourteen (14) calendar days of the notice as provided above shall serve as a waiver of the Association's right to bargain. The Association's written bargaining demand shall specify the nature of the demand and identify whether the Association believes the proposed change involves a mandatory subject of bargaining or a mandatory impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed ninety (90) days in accordance with ORS 243.698. If after the passage of ninety (90) days the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746. If the parties cannot mutually agree to an arbitrator, they will, by lot, alternately strike names from a list of seven (7) arbitrators provided by the Employment Relations Board (ERB) and the last one will be the arbitrator. The arbitrator shall conduct a hearing within thirty days of announcement of his/her selection, or at such other time as the parties mutually agree. The parties shall submit evidence in support of their last best offer pursuant to ORS 243.746. The arbitrator shall make a decision whether the City's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria set forth in ORS 243.746.

## ARTICLE 7 - ASSOCIATION BUSINESS

Section 1 The City agrees to provide reasonable time on duty for designated representatives to engage in association activities as defined by ORS 243.798 (A-H) without unreasonably interfering with City operations. An association member will not be eligible for contractual overtime while engaged in such time. Conflicts or disputes regarding the reasonable use of time on duty will first be brought forth in labor management meetings, and if not resolved, will solely defer to the grievance process.

Section 2 Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting members of the Association. Such representatives shall not enter any work location without the consent of the Chief or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

Section 3 The City shall allow up to two bargaining unit members to attend contract negotiations during duty hours or through an adjusted schedule without loss of pay. The time, date and place for bargaining sessions shall be established by mutual agreement

between the parties.

Section 4 The City agrees to furnish and maintain a suitable bulletin board for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 5 On duty employees may attend Association meetings if they are held within the City no more often than quarterly and no longer than two hours in duration, but shall be subject to call. City facilities may be used with advance arrangements.

Section 6 For purposes of this Agreement, any notice required to be given to the Association will be deemed met by deliverance of notification to an Association Executive Board member.

#### ARTICLE 8 – UNION SECURITY AND CHECK-OFF

Section 1 The City and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services. All employees covered under the terms of this Agreement may voluntarily join the Association as a member. The City will deduct Association dues, charges, fees and assessments, and voluntary payments in the amounts determined by the Association from the wages of employees when so authorized and directed in writing by the employee to the City using the Association's form. Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Association as is specified in the authorization, to be effective on the first day of the following month.

Such deductions shall be made only if accrued earnings are sufficient to cover the payment of dues after all other authorized payroll deductions have been made.

Section 2 The City agrees to notify the Association of all new hires in the bargaining unit within ten (10) calendar days after their date of hire, furnishing the Association with the new employee's name, mailing address, telephone number and position for which they were hired.

Section 3 The Association agrees that it will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

## ARTICLE 9 - DISCIPLINARY ACTION

Section 1 The City reserves the right to discipline any employee. provided that no regular employee shall be disciplined without just cause. Formal disciplinary action may include termination, demotion, reduction in pay, suspension without pay, or written reprimand. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee.

If suspension without pay is the progressive disciplinary action chosen to be administered by the City, the City and the Association on behalf of the employee, by mutual agreement, may choose to accept a reduction in pay equivalent to the economic impact of the suspension without pay.

The reduction in pay option shall be agreed to in writing and shall set out the amount of reduction, the term of reduction and the limits of the reduction.

Counseling. Counseling is not considered discipline and may not be grieved. Counseling documents will be labeled counseling. These are less formal means of resolving issues of performance. Counseling may serve as notice to the employee for future discipline. Counseling memos will be maintained in the supervisory file for up to twelve (12) months or the next annual written evaluation, whichever is later, if there are no repeat instances of the same or similar conduct, and is then considered stale. Upon request, an employee may review and request copies of counseling documents in their supervisory file. The employee may submit a written rebuttal to be placed in the supervisory file with the counseling memo. Nothing in this section shall be construed to prevent or prohibit the Police Chief or superior officer from discussing operational matters with employees. Counseling memos can be retained for civil purposes, notice of rule and consistent with retention laws. For sworn law enforcement officers, counseling memos removed from a supervisory file will be retained in a separate personnel records retention file consistent with law.

Section 2 General Procedures. Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against them will be afforded the following safeguards:

If after the complainant is interviewed regarding an action or inaction of an employee, further investigation is deemed necessary, the employee and the Association shall be notified in writing of the complaint as soon as is practical. This requirement will not apply where the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation.

Investigatory Interview. At least twenty-four hours prior to any interview where the City may impose a formal disciplinary action upon the employee, the employee and the



Association will be informed in writing of the nature of the investigation, status of employee (witness or suspect) and allegations against the employee.

The employee shall be allowed the right to have Association representation present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not unreasonably delay the interview (not to exceed twenty-four hours), except for minor complaints (incidents for which informal counseling or other action 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 a reasonable period of time (not to exceed twenty-four hours) to obtain a representative to assist them in the interview.

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.

The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. However, where the Chief of Police is a party to any interview, the City may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or callback payments are made to the employee.

- (A) 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 they are entitled under the laws of the State of Oregon or the United States of America. The employee will also be required to answer question involving criminal matters during an internal investigation with Garrity protections.
- (B) Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.
- (C) The employee shall be entitled to such reasonable intermissions as they shall request for personal necessities.
- (D) 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 City from questioning the employee about information which is developed during the course of the interview or expanding the scope of the investigation, provided the employee and Association are given written notice of the expanded scope of the interview prior to subsequent interviews.
- (E) The Department will audio-record any and all employee interviews, and a copy of the complete interview of the employee, noting all recess periods,

shall be furnished, upon request, to all parties. If the Association or employee audio-records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the City, the employee or the Association shall be given a complimentary copy.

- (F) Interviews and investigations shall be concluded with no unreasonable delay.
- (G) The employee and the Association shall be advised of the results of the investigation and any future action to be taken on the incident.
- (H) The employee and the Association have the right to investigate the matter under the Public Employees Collective Bargaining Act.

Section 3 When the investigation results in a recommendation for disciplinary action involving suspension, demotion, reduction in pay or termination:

- (A) At least seven (7) calendar days prior to a pre-disciplinary meeting, the employee and the Association will be furnished with a copy of the entire investigation with the notice of the disciplinary meeting.
- (B) Pre-disciplinary notice and meeting (Loudermill). The employee and the Association shall be provided with written notice of the charges or reasons for the contemplated disciplinary action, policies potentially violated and type of disciplinary action(s) being contemplated. This notice shall also inform the employee that they have the right to a meeting to present information and evidence they would like to have considered, including information that rebuts or mitigates against the discipline contemplated, prior to any final decision, including a scheduled date and time for the meeting. The meeting is voluntary. The meeting times may be adjusted to accommodate for scheduling conflicts so long as no unreasonably delayed.
- (C) The employee shall have the right to have an Association representative and the Association attorney present at the pre-disciplinary meeting. The employee and/or the Association on behalf of the employee shall have the opportunity to present written and/or oral evidence which may refute and/or mitigate the reasons for the disciplinary action. Prior to the pre-disciplinary meeting, the City will provide a copy of the investigatory report and materials relied upon for the basis of the allegations and findings.
- (D) After the pre-disciplinary meeting, and the completion of any additional investigation by the City as may be deemed appropriate based on the employee's response, the City, Chief of Police or designee shall provide the employee and the Association with a written decision. This written decision

shall be provided within fifteen (15) calendar days following completion of the hearing.

Section 4 When Disciplinary Action Results. When the investigation results in a determination of sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the employee's personnel file.

Section 5 Just Cause standards.

For non-sworn employees, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written policies, and such other factors as are commonly held by arbitrators to comprise just cause. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

For sworn law enforcement regular employees, all disciplinary actions imposed are subject to the just cause standards governed by ORS 243.808 through 242.812, ORS 236.350 and applicable law.

Section 6 This Article shall not apply to disciplinary action involving probationary employees.

Section 7 The foregoing procedures are intended to apply only to matters involving written reprimand, suspension, reduction in pay, demotion or termination and not to matters of routine supervisory counseling or oral reprimand.

## ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1 This procedure shall be the exclusive means of resolving disputes arising under this Agreement. For the purpose of this Agreement, a grievance is defined as any of the following:

- (A) A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee
- (B) A claim by the Association concerning the interpretation or application of a specific provision or clause of this Agreement as it affects a specific member or group of members of the Association

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 1(B) above) may notify the Association in writing at any time. A grievance which is resolved by an

individual's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

Section 2 The City and the Association desire to adjust grievances informally – both supervisors and the grieving party(ies) are expected to resolve problems as they arise. If not resolved informally between the grieving party and the supervisor, the grievance shall be put in writing which shall include:

- (A) statement of the grievance and relevant facts,
- (B) provision of the contract violated, and
- (C) remedy sought

Section 3 Grievance Steps. The following steps shall be followed in submitting and processing a grievance, except for grievances challenging suspensions, terminations and demotions which shall start at Step 3:

- Step 1 Except as stated in Section 7 below, the aggrieved employee or the Association shall present the grievance in writing and identify it as a grievance to the immediate supervisor within twenty calendar days of its occurrence, or the employee's knowledge thereof, excluding the day of the occurrence. The supervisor shall give a reply in writing within twenty calendar days of the day of presentation of the grievance, excluding the day of presentation.
- Step 2 If the grievance is not settled at Step 1 (or the grievance involves a disciplinary matter), the employee and/or the Association shall submit the grievance in writing to the Chief, on an official grievance form, within twenty calendar days following the supervisor's reply, excluding the day of reply. The Chief shall issue a response in writing within twenty calendar days from the date of presentation, excluding the day of presentation, after attempting to resolve the matter.
- Step 3 If the grievance is not settled at Step 2, the employee and/or the Association shall present the grievance to the City Manager or designee within twenty calendar days from the date of response from the Chief, excluding the date of response. The City Manager or designee shall attempt to resolve the grievance and report in writing the decision within twenty calendar days from the date it is submitted to the City Manager, excluding the date of presentation. Grievances challenging suspensions, demotions and terminations shall be filed at Step 3 within twenty calendars days of notice of such action, excluding the date of the notice.
- Step 4 Mediation. If the Association is not satisfied with the decision provided by the City Manager at Step 3, the Association may elect to submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's

response or fourteen (14) calendars days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step.

Step 5 If the grievance is not settled at Step 3 4, or if the Association elects to forego mediation, the Association may file a written notice of intent to arbitrate the grievance with the City Manager within twenty (20) calendar days of the date the decision of the City Manager is received, not including the date of receipt. For grievances not involving discipline of a sworn officer, the parties shall request a list of nine arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator. For grievances involving discipline of a sworn officer and within fourteen (14) calendar days from the written notice to the City of the Association's intent to arbitrate a grievance involving discipline of a sworn officer, the Association will request an arbitrator from the Employment Relations Board and the parties will select an arbitrator consistent with ORS 243.808 and ERB rules.

Section 4 The arbitrator shall set a hearing date and shall strive to render a decision within one month of the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, modify any terms of this Agreement or make a finding in violation of law. For grievances involving discipline imposed on a sworn officer as defined in Article 9, the arbitrator is bound to the just cause standards defined in Article 9 and as set forth in ORS 243.808 through 243.812, ORS 236.350, and applicable law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be borne by the losing party, as determined by the arbitrator.

Section 5 If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article the grievance will be advanced to the next step. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

Section 6 An authorized Association representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise

the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

Section 7 Grievances challenging written reprimands shall be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure. Grievances challenging suspensions, terminations, and demotions shall be initiated within the time limits prescribed in Section 3, at Step 3 of this procedure.

## ARTICLE 11 - ASSIGNMENT PROMOTION AND TRANSFER

Section 1 Vacancies and special assignments and instructorships are to be filled at the sole discretion of the Chief of Police or designee. Incumbents may reapply, provided they are not seeking a continuation of the same special assignment or instructorship. Instead, they must wait out at least one (1) cycle to provide the opportunity for other bargaining unit members to fill the special assignment or instructorship. Employees wishing to be reconsidered for such a posted position may reapply. However, there shall be a process followed in filling these vacancies as follows: Employees wishing to be considered for such posted positions or special assignments to detectives, School Resource Office or the traffic unit shall have ten (10) days to submit a letter of interest, and shall submit the application materials required of all applicants and participate in a testing process established by the City. The length of assignments will be four (4) years. All applicants will continue to retain current status and seniority as an employee of the City.

Section 2 Employees may request reassignment and/or a transfer to another position in the City. Such requests for transfers shall be in writing and shall be submitted to the City Manager or designee. Such requests for transfer shall not take precedence over those who apply for the position.

Section 3 Employees who apply for transfer or promotion to another position shall be considered, if qualified, according to the City's standard criteria.

Section 4 When an employee is promoted to a classification with a higher salary range, commencing with the date of promotion that employee will receive a salary increase equal to at least five percent, so long as it does not exceed the top step of the salary range of the higher classification.

Section 5 When an employee is transferred to a classification with a lower salary range, that employee's base salary shall be either the top step of the range of the lower classification or the employee's current rate of pay, whichever is lower.

Section 6 The provisions of this article do not preclude the City from posting externally for vacant FTE positions in the bargaining unit.

## ARTICLE 12 - PROBATIONARY PERIODS

Section 1 All new hires, including a lateral officer, shall be required to complete a probationary period. The probationary period for sworn employees who are not or have not been certified shall be eighteen months, for all other sworn employees shall be twelve months. For all other employees the probationary period shall be six consecutive months. Promotional appointments shall be subject to a probationary period for six consecutive months. A probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended, at the City's discretion, and the City may toll an employee's probationary period if the employee has been absent from work for more than fifteen (15) cumulative work days resulting from absences due to medical reasons or medical leave in order to complete the observation period. The City will provide written notice to the employee and Association.

A lateral officer is one who is Oregon DPSST certified or out of state equivalent, as determined by the City, who left in good standing from another law enforcement agency with at least three (3) years of experience.

Section 2 Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

Section 3 During the initial probationary period of a new hire, an employee is not entitled to "just cause" rights and may be disciplined or discharged at any time without appeal under the grievance procedure.

Section 4 Promotions shall be in the sole discretion of the City. In the case of promotional appointments within or outside the bargaining unit, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to their previous classification without appeal rights. The Promoted employees may also elect to return to their previous classification during their probationary period and shall be returned to at classification when the first vacancy occurs. In either case, the employee will be returned with the seniority they had accrued at the time of their promotion restored for all purposes, including placement on the salary schedule.

## ARTICLE 13 - SENIORITY LAYOFF AND RECALL

Section 1 Seniority shall be achieved following completion of the employee's probationary period. Seniority shall be determinative with respect to selection of shifts and days off and as otherwise set forth in this Article.

Bargaining unit seniority shall be by continuous service within the bargaining unit from last date of hire. Ties in seniority shall be broken by lot. (*Vacation accrual is addressed in Article 26*)

Section 2 Seniority shall be terminated and the employment relationship will be severed if an employee quits, is terminated for just cause or “at will” during initial probation, is laid off for a period of twenty-four months, is laid off and fails to respond to written notice of recall as provided in Section 5, below, fails to report to work at the expiration of a leave of absence, is unable to return to work due to on-the-job injury or occupational illness for up to three years in accordance with ORS 659A.043 and ORS 659A.046, is separated from employment for non-disciplinary reasons, or is promoted to a position outside of the bargaining unit and does not return to the bargaining unit as set forth in Article 12, Section 4, or is retired.

Section 3 The City shall provide a copy of the seniority list to the Association upon request.

Section 4 If the City should reduce its work force, layoffs shall be made within each job classification on the following basis. Employees will be laid off in inverse order of seniority within their classification. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification.

Section 5 An employee notified of layoff may either accept the layoff, or at the employee's option, elect to displace the least senior employee in a lower classification as long as the bumping employee has greater bargaining unit seniority as defined in Section 1 and has previously held the job. An employee who displaces an employee in a classification with a lower salary range for the purpose of avoiding layoff shall be paid at the rate for the job. If the employee's salary is above the top of the lower range, the employee will move to the top of the lower range.

Employees laid off for a period of twenty-four months or who decline or fail to respond to a recall notice lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty-four months of their date of layoff shall be recalled to their prior classification based on bargaining unit seniority. Employees who have previously held a lower classification also have recall rights to that position based on bargaining unit seniority. However, if they decline recall to the lower classification they will remain on the recall list. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a lower classification by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have seven calendar days from receipt or ten calendar days of mailing, whichever occurs later, to notify the City in writing of their intent to return to work. If the employee fails to so respond to a recall notice to their former classification within this time period, all rights to recall shall be terminated. If an employee fails to respond to a recall notice to a lower classification, the employee will remain on the



recall list.

Section 6 Alternatives To Layoff. In the event of a layoff, the City may with the agreement of the affected employee(s) attempt to mitigate the impact on staff by utilizing any of the following options to avoid layoff:

- (A) Schedule the use of compensatory time off;
- (B) Use accrued vacation time; and/or
- (C) Where permitted by the City Manager or designee, take a leave of absence without pay

During the three months immediately following date of layoff, seniority shall remain in effect and continue to accrue. If, however, after seeking alternatives consistent with A-C, above, the City determines the need to lay off employees continues to exist, layoff shall be implemented. The City will also continue to pay its portion of the premium for laid off employees to receive medical benefits for three months following the date of layoff. For the purpose of continued medical insurance, the month in which the layoff occurs will not count toward this three-month period. However, in order to receive continued medical benefits, the affected employee must exercise COBRA continuation rights.

#### ARTICLE 14 - HOURS OF WORK

Section 1 The workweek shall consist of forty hours of work in seven consecutive calendar days commencing with the first workday of the employee's regular work schedule.

Section 2 Workdays shall consist of twenty-four hour periods commencing with the first workday of the employee's regular work schedule.

Section 3 All patrol employees shall be granted a forty-five-minute compensated meal period during each work shift, to the extent possible and consistent with operation requirements of the Department Employees shall be subject to call during the meal period.

Section 4 All employees may be granted two paid fifteen-minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5 Each employee shall be assigned a regular work schedule, consisting of five consecutive eight hour days followed by two consecutive days off or four consecutive ten hour days followed by three consecutive days off or an alternative schedule, as agreed calendar days' advance written notice of any change in their regular work schedule. Employees whose regular work schedules are changed on less than seven calendar days'

written notice will be paid their overtime rate for time worked outside their regular work schedule during any portion of the seven day period they did not receive such written notice, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency); when the need for the schedule change is unknown seven calendar days in advance of the change; and except in the case of schedule changes by mutual agreement between the City and employee. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6 Employees who report for their regular shifts shall be compensated for a minimum of five hours of work or pay unless given advance written notice not to report.

Section 7 Officers are expected to report for duty regardless of weather conditions. Office staff who are unable to come to work due to snow or ice conditions may take time off (vacation or comp time). The employee may make other arrangements to get to work, including getting a ride from an on-duty city employee (subject to approval of that employee's supervisor). The employee may also make up the time off by working an equal number of hours during the pay period, subject to the supervisor's approval.

#### ARTICLE 15 - PATROL SHIFT BID

Section 1 Shift assignments and days off will be bid by employees in the bargaining unit based on bargaining unit seniority.

Section 2 Bidding of shift assignments and days off will take place every six months by March 1st to be effective March 24th, and by September 1st to be effective September 24th. Employees may remain on a shift for up to two consecutive rotations, after which they will rotate to another shift for at least one rotation. Officers who are not released for solo work on March 24th or September 24th will not bid shifts and days off for that bid period. The City may reserve schedule slots on shift for those Officers, but may not reserve days off.

Section 3 Use of vacation and comp time during the weeks of March 15<sup>th</sup> through 24<sup>th</sup> and September 15<sup>th</sup> through 24<sup>th</sup> (bump) is expressly prohibited, except for employees serving specialty assignments who are not affected by the bump, such as Detective, SRO and Traffic Officers. However, the Chief of Police may review and grant time-off requests of an emergency nature.

#### ARTICLE 16 – OVERTIME

Section 1 Time and one-half the employee's regular rate shall be paid for authorized work in excess of:

- (A) Eight hours per workday if on a 5-8 schedule, ten hours per workday if

on a 4-10 schedule;

- (B) Forty hours in a workweek;
- (C) Work incident to a schedule change on less than seven calendar days' notice pursuant to Article 14, Section 5.

For the purpose of this Section, compensatory, holiday, vacation time and sick leave shall be considered "hours worked."

Section 2 Supervisors in charge of a shift or unit are the only employees authorized to require or authorize overtime by employees. Employees who work overtime without authorization may be subject to discipline.

Section 3 The following principles will be followed when assigning overtime work:

- Where two or more on-duty employees are known to be willing to work overtime, overtime work of the same nature (same job classification and premium pay assignment) arising on that shift will be assigned on a seniority basis, with the most senior employee being offered the overtime first and continuing in that order.
- Overtime assignments in patrol that are known less than forty-eight hours in advance will be filled by first seeking on-duty personnel and/or calling in early those employees scheduled to work the next shift. If these personnel are not available for overtime, the remaining regular employees will be offered the overtime, with the overtime being offered and filled by order of seniority.
- Except for overtime assignments for special events which are addressed below, overtime assignments that are known at least forty-eight hours in advance will be posted electronically using the Department's scheduling software. Officers who are interested in such overtime assignments are responsible for accessing the scheduling software to sign up for overtime. Overtime will be filled by order of seniority. Officers wishing to bump officers with lower seniority from an overtime assignment will notify the on-duty or on call supervisor by email and copy the bumped employee of their intention to bump an officer with lower seniority more than 96 hours prior to the overtime shift; the shift will be considered locked in 96 hours prior to the shift and the officer who took the shift will not be bumped by an officer with higher seniority. If no officer signs up for the overtime, the Department will fill the assignment using the mandatory list described below.
- Overtime assignments for special events will be posted electronically as special assignments on the Department's scheduling software for a time period designated by the City. In the event that more officers sign up for the special event than are determined necessary by the City, special events overtime will be assigned on the basis of seniority.

- If the City is unable to obtain enough volunteers to cover overtime requirements, overtime shall be assigned in inverse order of seniority on a rotated basis, provided that the overtime assignment will not cause the employee to work more than sixteen (16) hours in a twenty-four-hour period or prevent an employee from receiving at least eight hours off between work assignments. The rotated basis for assignment of mandatory overtime shall begin with the employee with the lowest seniority being assigned the mandatory overtime, followed by the second lowest seniority employee, and continuing in that inverse order through the highest seniority employee. The process will be repeated once the list is exhausted. If an employee does not fill a mandatory overtime assignment because of vacation, illness or any other reason, that employee will remain at the top of the mandatory overtime list until he/she has filled a mandatory overtime assignment. An employee will be excused from filling a mandatory overtime assignment if the City reasonably determines it would create an undue hardship on the employee (e.g. unable to secure childcare, court conflict, less than eight hours off). If an employee volunteers to fill what would otherwise be a mandatory overtime assignment, that employee's name will be struck from the mandatory overtime list until that list rotation is exhausted.
- Once employees sign up to perform overtime work, they are obligated to complete that overtime work. Exceptions will be allowed only when the employee secures a replacement or in the event the employee is prevented from securing a replacement due to a bona-fide emergency. An employee that signs up for overtime in conjunction with a regularly scheduled shift, may not work more than sixteen (16) hours in a twenty-four (24) hour period without an eight (8) hour break before their next regularly scheduled shift.

## ARTICLE 17 - COMPENSATORY TIME

Section 1 An employee may elect to be compensated for overtime worked in pay or by accruing compensatory time off. Compensatory time shall be earned at one and one-half times the overtime hours worked. Employees may accrue up to eighty (80) hours of compensatory time at any given time. Any overtime worked in excess of eighty (80) hours in a fiscal year will be paid at the overtime rate. Employees can only use compensatory time accrued as reflected by payroll records.

Section 2 Scheduling of compensatory time shall be approved on a seniority basis, provided that time-off requests are submitted at least forty-eight hours in advance. Any time off requests submitted less than forty-eight hours in advance will be approved on a first come, first served basis. If a supervisor receives two or more requests for time off at the same time, then resolution of the conflicting time off shall be based on seniority.

Section 3 Compensatory time requests shall not be denied unless the granting of the request would cause the department to fall below established minimums. The City reserves the right to change established minimums at any time. Scheduled compensatory time may be adjusted to allow the Department to meet emergency situations (Acts of God, natural disasters, civil unrest or governmental declaration of emergency). However, where such changes are initiated, the City will explore other alternatives where non-recoverable funds are involved.

Section 5 Upon separation of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6 Employees may donate compensatory time in accordance with Article 32, Section 4.

#### ARTICLE 18- CALLBACK

Section 1 An employee who has received notice of a court appearance shall confirm the court appearance at least twelve hours prior to the court appearance. Employees will be paid at the rate of time and one half for all hours worked outside the employee's regular shift as a result of a court appearances with a minimum of two hours pay for court proceedings within Sandy city limits, including video Grand Jury appearances. Employees will be paid a minimum of four hours pay for all other court appearances if the court appearance is on a regular day off, unless the employee is given notice that the court appearance is canceled at least twelve hours prior to the time the employee is to report for the court appearance. For the purposes of this Article, time worked includes travel time to and from the location of the court appearance.

Section 2 For purposes of this Article, court appearance by an employee means a court appearance required as a result of the employee's official capacity with the City of Sandy.

Section 3 For purposes of this Article, reporting time for such appearances is deemed to be one-half hour before the time indicated on the official notice to appear.

Section 4 More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 5 Employees who are on off-duty status shall not be required to do work beyond the completion of a specific callback or court appearance.

Section 6 All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City.

Section 7 An employee who has a court appearance which conflicts with a leave which has been authorized by the City shall have responsibility for giving the required advance notice to the courts and requesting that the case be rescheduled according to the procedures established by the courts.

Section 8 An employee called back to work other than for a court appearance shall receive a minimum of three hours pay at the rate of time and one half for each call back.

## ARTICLE 19- SALARIES

### Section 1

Effective and retroactive to July 1, 2022, wages shall be increased across the board by 5%.

Effective and retroactive to July 1, 2022, as a market adjustment the wage scale for the classification of Police Records Specialist and Police Records Specialist/Evidence Technician will be increased by an additional 2%.

Effective with January 2023 payroll, each current employee will receive a one-time payment of \$1,500 as part of the regular payroll process, subject to applicable withholdings.

Effective July 1, 2023, wages shall be increased across the board by 4%.

Effective July 1, 2023, as a market adjustment the wage scale for the classification of Police Records Specialist and Police Records Specialist/Evidence Technician will be increased by an additional 2%.

Effective July 1, 2024, wages shall be increased across the board by the increase in the CPI-W Western Region B/C Index from January 1, 2023, to December 31, 2023 with a minimum increase of 2% and a maximum increase of 4%.

Section 2 The City will make good-faith efforts to pay employees on the last day of each month. If the last day falls on a Saturday, Sunday or Holiday, the City will similarly attempt to pay employees on the last working day preceding the last day of the month. Effective the first pay period of 2023, the salary scale will use the hourly rate for all payroll calculations for hours worked.

Section 3 Wage rates for employees covered by this Agreement shall be in accordance with the salary matrix schedule set forth in Appendix A, which by this reference is incorporated and made a part of this Agreement.

Effective 1/1/23: Salary scale reflects an hourly rate of pay. Monthly values are for reference purposes. Steps are approximately 2.5% apart.

## ARTICLE 20 - PREMIUM PAY

Section 1 Employees shall receive premium compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training and/or educational achievement. An employee may receive a premium of either a four percent (4%) premium or an eight (8%) percent of their base rate. pursuant to this section but may not receive both premiums.

This compensation shall be:

4%	Intermediate
8%	Advanced

Certification/education pay shall be computed based upon the employee's base salary.

Section 2 Employees shall receive premium of five percent (5%) of their base rate while serving as Police Training Officer or detective. The employee must hold PTO certification from the State of Oregon Department of Public Safety Standards and Training. This premium compensation shall be treated in like manner as premium pay under Section 1, pursuant to the provisions of the Fair Labor Standards Act (FLSA).

Section 3 The City shall reimburse employees up to forty-five dollars (\$45) for the cost of membership in a local fitness facility, per month as a reimbursement with documented membership. Effective January 1, 2023, the value will change to \$50.

Section 4 Employees who are bilingual in English and Spanish shall receive premium of three percent (3%) of their base rate. In order to be eligible for bilingual pay an officer must demonstrate proficiency in Spanish as used in law enforcement situations. City may require testing by an independent language expert to determine an officer's proficiency in Spanish.

Section 5 Longevity. Employees with 10 years of service or more of full-time employment with the Sandy Police Department shall receive a longevity premium pay of \$1000 per year, payable with the final November paycheck. Payment shall be due to any such employee who reaches ten years of service on or before the issuance of the paycheck.

Effective July 1, 2023, the longevity premium will change to a percentage value per pay period. Longevity is based on continuous full-time employment with Sandy PD.

After 8 years of continuous service (96) months, the premium value is 1.0% of their base rate.

After 10 years of continuous service (120) months, the premium value is 2.0% of their base rate.

Longevity premium tiers are not cumulative.

Section 6 School Resource Officer. Employees who are assigned to serve as School Resource Officers shall receive premium pay of three percent (3%) of their base rate.

Traffic Unit. Employees who are assigned to serve in the Traffic Unit shall receive premium pay of three percent (3%) of their base rate.

Section 7 Employees who work the graveyard shift shall receive a shift differential of three percent (3%) of their base rate.

Premium pay is paid in each payroll period as earned.

#### ARTICLE 21 - LIGHT DUTY ASSIGNMENT AND PAY

The City will comply with legal obligations to reasonably accommodate disabled employees to enable them to safely perform the essential duties of their job, consistent with applicable law. Employees who are injured on-the-job or suffer occupational illnesses, as well as those who qualify as disabled under applicable law, may be offered light duty assignments. Any employee who is being considered for a light duty assignment must submit a written release from a health care provider identifying their job-related medical limitations, so the City can evaluate potential light duty assignments. A health care provider's certification that the employee is medically able to perform the light duty assignment will also be required before an employee is placed in that assignment. Employees on light duty assignments due to an on-the-job injury or occupational illness will continue to receive their regular base pay while they are on light duty assignments. Light duty assignments are intended to be temporary and will generally be reevaluated when an employee becomes medically stationary. The City also reserves the right to reevaluate and discontinue or alter light duty assignments based on the anticipated duration of the employee's limitations, the continued availability of suitable light duty work, and other operational needs.

#### ARTICLE 22 - INSURANCE

Section 1 The City shall provide medical and dental insurance coverage to bargaining unit employees and their eligible dependents, pursuant to the elections made by the employees. Bargaining unit employees will receive the same medical and dental insurance plan options offered to general employees, which will include Regence Copay Plan F and Kaiser Deductible Plan A with alternative care and vision riders, at the option of the Association, for medical plans and ODS, Delta Dental, Willamette and Kaiser Dental for dental plans.

Premium Cost Sharing. The City will pay 100% of the premium for employee medical and dental coverage. Contributions for dependent coverage shall be shared with the City



paying 85% of the premium and employee will paying the remaining 15% of the premium by payroll deduction, irrespective of plans selected and tiers of coverage.

Effective January 1, 2023 or upon ratification of this agreement, the later of either, the premium cost sharing will change to 90% paid by the employer and 10% paid by the employee for all tiers except employee only. The "employee only" tier will remain at 100% employer paid premium contribution.

Insurance eligibility and terms are governed by the City's insurance carrier. In the event the City's carrier changes available plan options or benefits or imposes restrictions that trigger bargaining obligations, the Association will be notified in writing and the City shall comply with its bargaining obligations in accordance with ORS 243.698. If the City's insurance carrier makes additional plan options available to City employees during the term of this Agreement, the City reserves the right to offer such options. In that event, the City will notify the Association in writing. In order to add a plan option, the Association must notify the City Manager of its desire to add that plan to the options offered to employees within the deadlines established by the carrier. Written notice may be delivered via email, regular mail or hand delivery.

Section 2 The City will provide an accidental death and dismemberment term life insurance policy for all bargaining unit members. Dependent coverage is available at the employee's expense.

Effective January 1, 2023 or upon ratification of the agreement, the later of either, the coverage will change to \$100,000. The City also pays an additional \$10,000 statutory life insurance for sworn staff.

Section 3 The City shall allow retired members of the bargaining unit who have retired from City service to participate in insurance plans which the City maintains for current members. Participation shall be administered by CIS and subject to CIS rules and procedures. The retired bargaining unit member shall be responsible to pay the retiree's insurance costs and to submit premium contributions.

## ARTICLE 23 - TORT CLAIMS LIABILITY

Section 1 The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

## ARTICLE 24 - RETIREMENT

Section 1 The City shall provide for participation in the Public Employees Retirement System (PERS), inclusive of OPRSP, for all employees as provided for under the rules and regulations of that system. For the term of this Agreement, the City shall pay the

cost of the employee's contribution to PERS (PERS pickup) consistent with PERS/OPSRP rules and regulations.

Section 2 Deferred Compensation. Effective the pay period following ratification, for all employees, the City will pay a contribution of \$115/month. Changes in the amount of deferred compensation contribution can be made with thirty (30) days' notice and will become effective at the beginning of the pay period following expiration of this thirty (30) day period.

## ARTICLE 25 - HOLIDAYS

Section 1 All employees in the bargaining unit shall be entitled to holiday pay for the holidays listed in Section 2 of this Article. Full-time employees shall receive regular compensation (eight hours for each holiday), part-time employees shall be compensated in proportion to the number of hours they are normally scheduled to work (for example, employees working fifteen hours per week shall receive three hours' compensation for each holiday).

Section 2 The following are recognized as holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Section 3 For employees on a Monday through Friday workweek, if the holiday falls on a Sunday, the following Monday shall be given as the holiday. If the holiday falls on a Saturday, the preceding Friday shall be given as the holiday.

Section 4 For employees scheduled on a Monday through Friday workweek, the City Manager is not precluded from offering non-sworn employees the option to leave early on Christmas Eve without use of accrued leaves.

The City Council may declare other holidays to be observed by the City.

### Section 5 Holidays Worked

(A) An employee who works on a recognized holiday as part of their regular work shift,

or who volunteers to work on a recognized holiday shall be compensated at one and one-half times their regular hourly rate of pay for hours worked on that holiday (00:00 – 23:59).

(B) In the event such an employee works in excess of his or her regular work shift, or is mandated involuntarily to work on a recognized holiday (00:00 – 23:59), the employee will be paid double time for those hours.

(C) An employee who is called back to work on a recognized holiday will receive the callback minimums set forth in Article 19 at two and one-half times their regular rate of pay for all hours worked on the recognized holiday (00:00 – 23:59).

Section 6 Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 7 Holiday pay may be donated to other employees in accordance with Article 32, Section 4.

#### ARTICLE 26 - VACATION LEAVE

Section 1 Employees shall accrue vacation time in accordance with the following schedule:

0-3 yrs	94 hours
3-5 yrs	114 hours
5-10 yrs	134 hours
10-15 yrs	174 hours
15+ yrs	178 hours + 8 HRS for each additional year of service up to a maximum of 200 hrs

Section 2 New employees shall not be eligible to utilize vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment.

Section 3 Vacation leave can accrue from year to year with a maximum accrual limit of three hundred hours. Employees are responsible for reviewing their paycheck stubs to avoid the three-hundred hour cap. An employee may, in cooperation with their supervisor, make efforts to agree upon a plan to reduce accrued vacation time by forty (40) hours. Vacation accrued beyond the three-hundred-hour (300 hour) limit, and not so utilized will be lost unless the employee was prevented from using the vacation leave by the City's operational needs.

Section 4 Any employee may sell back to the City up to eighty (80) hours of accrued vacation time during any fiscal year, limited to the following conditions:

- (A) A minimum of a like number of vacation hours is taken as vacation within two weeks of any check issued to that employee for vacation reimbursement
- (B) Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many hours are used
- (C) The City shall receive two weeks' prior written notice from any employee requesting vacation reimbursement

Section 5 Employees will be paid at their regular rate of pay for accrued but unused vacation upon termination.

Section 6 Vacation Scheduling.

- (A) Priority Vacation Sign-Ups.

Effective for vacations starting March 24, 2020, the City will make available a priority vacation sign-up sheet twice a year. For vacations occurring March 24<sup>th</sup> through September 23<sup>rd</sup>, the sign-up sheet will be posted March 1<sup>st</sup> to March 15<sup>th</sup>. For vacations occurring September 24<sup>th</sup> through March 23<sup>rd</sup>, the sign-up sheet will be posted September 1<sup>st</sup> to September 15<sup>th</sup>.

Any conflicts in requested vacation time will be resolved by granting the requested time off to the employee with the most seniority.

Requests for vacations occurring from March 24<sup>th</sup> through September 23<sup>rd</sup> will be frozen on March 15<sup>th</sup>. Requests for vacations occurring from September 24<sup>th</sup> through March 23<sup>rd</sup> will be frozen on September 15<sup>th</sup>.

To assure an orderly process and equitable distribution of vacation time off, employees may sign up for a maximum of eighty (80) hours of priority vacation time for each six (6) month vacation sign-up period. Vacation sign-ups must be in increments of full workdays.

Employees are not required to sign-up to use vacation time off during these two sign-up periods.

- (B) Non-Priority Vacation Sign-Ups with 14 Calendar Days' or More Notice.

Employees may request additional vacation time off at any time throughout the year. However, for non-priority vacation requests made with fourteen (14) or more days' notice prior to the requested vacation day, seniority will be used to resolve conflicts only for vacation requests of less than one workweek, provided the bumping employee exercises his/her seniority rights at least thirty (30) calendar days before the effective date of the

vacation request. Non-priority vacation requests of one workweek or more that are made with fourteen (14) or more days' notice prior to the requested vacation day shall be approved on a first come, first served basis.

If an employee is currently assigned a recruit, vacation requests greater than 7 calendar days off need at least 30 calendar days' notice.

(C) Non-Priority Vacation Sign-Ups with less than 14 Calendar Days' Notice.

Vacation requests submitted less than fourteen (14) calendar days prior to the requested vacation day shall be approved on a first come, first served basis, subject to operational need. The denial may not be arbitrary.

ARTICLE 27 - SICK LEAVE

Section 1 All employees shall earn sick leave at the rate of eight hours for each calendar month of service. Effective January 1, 2023, employees shall earn sick leave at the rate of ten (10) hours for each calendar month of service. For historical reference, the increase to a ten (10) hour per month accrual rate reflects additional time in consideration of bereavement leave.

Section 2 Employees are eligible to utilize accrued sick leave for the following reasons:

- (A) For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care;
- (B) For care of an employee's family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care;
- (C) When the employee is unable to perform their duties due to personal off-the-job illness or injury;
- (D) When a public health authority or health care provider has determined that the presence of the employee in the community would jeopardize the health of others;
- (E) For personal medical and dental appointments;
- (F) When an employee is unable to perform his/her work duties due to an on-the-job injury or occupational illness, as set forth in Section 7 below;
- (G) For a public health emergency as defined in ORS 653.616(6) and

- (H) For other leaves in which use of accrued sick leave is mandated by federal or state law, to include Oregon's Sick Time Act..
- (I) Bereavement. Employees may use accrued leaves as permitted by OFLA and City Policy. Employees may request vacation or compensatory time off to attend the funeral or grieve the death of a person not covered by OFLA. All such requests are subject to approval at the discretion of the Chief of Police and are not grievable.
- (J) Use of sick leave as allowed by Oregon or Federal law.

Section 3 Sick leave shall be charged for the time an employee is absent from their regularly scheduled work shift. If an employee takes more than three consecutive scheduled workdays of sick time for a purpose described in this Article, the City will require the employee to provide verification from a health care provider of the need for the sick time; no medical diagnostic information is required of the employee.

Section 4 Abuse of sick leave is cause for disciplinary action. The City may require an employee to submit written certification from a health care provider or other acceptable verification of eligibility to receive sick leave benefits for absences not covered by state or federal family medical leave laws, whenever the City has reasonable cause to believe that a misuse or abuse of sick leave may be occurring. "Reasonable cause" shall include:

- (A) A pattern of usage in conjunction with days off, vacation, holidays or compensatory time;
- (B) A pattern of usage on days when a spouse or significant other is off work;
- (C) A pattern of calling in sick on a previously denied day off;
- (D) The existence of indicator(s) that the absence was motivated by a desire to avoid undesirable working assignments, deadlines, etc.;
- (E) Statements or actions that indicate an intent to deliberately mislead or misrepresent the reasons for reported absence; or
- (F) Physical observations (return to work with signs of outdoor recreation, such as sun burns, etc.) and/or other information that provides a factual basis for the suspicion that the employee was not absent for reasons that qualify for sick leave usage under this Article.

Section 5 An employee's supervisor shall have the authority to send an employee home on sick leave if the employee demonstrates illness and either cannot perform duties accurately or may jeopardize or endangers the health of others.

Section 6 Employees are expected to inform their supervisor of any anticipated medical treatment so that the Department may plan for the employee's absence. If the need to use sick time is unforeseeable, the employee shall provide notice to the City as soon as practicable.

Section 7 Worker's Compensation. When an employee is absent from work because of an on-the-job injury or occupational illness, employees will be compensated as follows:

- (A) For the first one hundred eighty (180) consecutive calendar days from the date immediately following a compensable injury or occupational illness, the City shall pay the difference between workers' compensation time loss benefits and the employee's regular straight-time net wages. This 180-day period begins on the original date of injury.
- (B) After one hundred eighty (180) consecutive calendar days immediately following a compensable injury or occupational illness, the employee shall use available sick leave to make up the difference between workers' compensation time loss benefits and their regular straight-time net wages. Comp time, vacation and holiday banks may be utilized when sick leave has been exhausted. Employees may designate the order in which their other leave banks will be used. In the event there is no designation, compensatory leave will be used first, followed by holiday pay, then vacation pay.
- (C) During the period of such absences, the City will deduct the employee's share of the insurance premium through payroll deduction. In the event the employee's paid leave banks are insufficient to cover the cost of the employee's share of the premium, the employee will be responsible for remitting such payment directly to the City by no later than the fifteenth of the month in which payment is due.

In the event an employee's sick leave accruals are not charged for an injury or illness that is later determined to be non-compensable, the City can deduct the amount of such overpayment from the employee's sick leave account. In the event there is insufficient sick leave accrual to cover the overpayment, the City may reduce comp time, followed by holiday pay, then vacation pay to cover the overpayment. In the event the overpayment cannot be recouped from the employee's sick leave or other paid leave banks, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent paychecks, if there is not a sufficient amount in the next paycheck to cover the overpayment.

Section 8 The City may require a health care provider's approval of an employee to return to work from OFLA and/or FMLA leave. The City may also require a medical release or medical verification of an employee's work-related limitations, including responses to medical questionnaires, whenever it has a good faith concern, consistent with the ADA, about whether an employee's physical or mental condition is affecting their ability to safely perform essential job duties.

Section 9 Unused sick leave shall not be paid to any employee upon termination, whether voluntarily or involuntarily, but shall be reported to PERS as prescribed in ORS 238.350.

## ARTICLE 28 - OTHER LEAVES

Section 1 Military Leave. Military leave shall be granted in accordance with state and federal law.

Section 2 Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter that is not personal to the employee, the employee shall be granted leave with pay. Compensation received (except travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 3 Personal Leave. In the sole discretion of the City, an employee may be granted leave of absence without pay not to exceed one hundred eighty calendar days, if the City finds there is reasonable justification to grant such leave and if it does not unduly interfere with the normal operations of the Police Department.

The City may interrupt or terminate such leave by twenty days' written notice by Certified Mail to the address given by the employee on their written application for such leave to the City Manager. After actually being made aware that the City desires their return to work, the employee shall respond within five days or be subject to disciplinary action, including termination. Such leave shall not be approved for the purpose of accepting employment outside the service of the City. Employees on leave of absence without pay shall not accrue during the absence and will be required to apply for COBRA continuation rights and reimburse the City for continued insurance premiums. If the City, in its sole judgment, does not require an employee to reimburse the City for insurance premiums, such action will not be deemed a binding precedent on the City, nor will the Association maintain that such action establishes a past practice. The leave shall not prejudice an employee's seniority accrued to the date of leave.

Section 4 Family Medical Leave. Consistent with City policy and applicable law, an employee may be eligible for State or Federal Family Medical Leave. Please refer to the City's Leave of Absence policy for a comprehensive description of employee rights under State and Federal Medical Leave laws.

- (A) Except as otherwise provided in this Article, leave requests will be administered in accordance with the City's Leave of Absence policy. The City will also comply with any applicable federal or state laws. Leaves under this Article will run concurrently where permitted by law.



- (B) If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

## ARTICLE 29 - UNIFORMS AND EQUIPMENT

Section 1 Employees who are required to wear uniforms shall be furnished such uniforms by the City. Effective July 1, 2023, the City will provide a duty equipment reimbursement up to \$350 annually. Employee must submit requests for reimbursement within 45 calendar days of the purchase to be eligible for repayment.

Section 2 The City shall contract with a dry cleaner located within the city limits to provide uniform cleaning services to employees.

Section 3 The City shall reimburse employees for personal property which is stolen, damaged or destroyed, as a direct result of the employee's performance of official duties, with the approval of the employee's supervisor.

Reimbursement will not be granted if the negligence or wrongful conduct of the employee was a contributing factor to the theft, damage or destruction of the personal property.

Section 4 The City shall replace ballistic vests every five years or on a cycle recommended by an independent testing agency, whichever is longer.

## ARTICLE 30 - EXPENSE REIMBURSEMENT

Section 1 Employees will be eligible for reimbursement of reasonable actual mileage at the current IRS rate, meals, lodging, registration and other necessary expenses incurred as a result of their official duties. Employee must submit requests for reimbursement within forty-five (45) calendar days of the event or occurrence to be eligible for repayment.

Section 2 Lodging and registration expenses shall generally be paid in advance.

Section 3 Reasonable cash advances will be provided on employee's request, the amount of such advance to be determined by the nature and duration of the travel. Appropriate accounting for expenses incurred against cash advances shall be required (within five working days from return of travel) Reimbursement for incurred expenses, verified by receipt, shall be made on a timely basis upon presentation of expense

vouchers approved by the Department. Mileage reimbursement for authorized use of personal vehicles will be at the current IRS mileage rate. Use of personal vehicles will only be authorized with supervisor approval.

### ARTICLE 31 - OUTSIDE EMPLOYMENT

Section 1 No employee shall accept outside employment, whether part-time, temporary or permanent, without prior written approval from the City Manager. Each change in outside employment shall require separate approval.

Section 2 To be approved, outside employment must:

- (A) be compatible with the employee's City work (compatibility is determined by the employee's adherence to the Police Officer's Code of Ethics);
- (B) in no way detract from the efficiency of the employees in their City duties;
- (C) not take preference over extra duty assignments which may be required by the City; and
- (D) in no way conflict with the interests of the City or be a discredit to the City.

### ARTICLE 32 – MISCELLANEOUS

Section 1 General and Special Orders. The City shall furnish the Association with copies of all policies and orders in effect as of the signing of this Agreement and shall provide the Association with all additional policies and orders promulgated during the term of this Agreement. All such documents will be provided electronically.

Section 2 Use of Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

Section 3 Legal Defense Insurance. The City will contribute towards the PORAC Legal Defense Plan to provide sworn and nonsworn bargaining unit employees with legal representation in matters involving criminal investigations and charges arising from the performance of their duties. Coverage for new employees will commence on the first of the month following employment. Coverage for employees who resign, are terminated or otherwise leave the City's employment will end on the last day of the month of separation from employment. The City will contribute the current contribution amount for Plan II coverage not to exceed seven dollars (\$7) per employee per month. The Association

agrees to make PORAC payments on behalf of bargaining unit employees and further agrees to submit an invoice to the City for reimbursement of such amounts on a quarterly basis.

The Association will provide a Legal Defense Plan description to the City. The City recognizes that communications between employees and attorneys provided through PORAC coverage are subject to attorney-client privilege, unless waived by the employee.

Section 4 Paid Leave Donations. In conjunction with City Policy, an employee may donate accrued but unused sick, vacation, or comp time hours to another employee under the following conditions:

- (A) The donation is truly voluntary and is donated to a specific employee;
- (B) An employee may only donate up to 80 hours of sick per year or 50% of their current sick leave balance, whichever is less, however, employees also must retain at least 80 hours of sick leave after any donation.
- (C) The donating employee receives no payment for the donated time;
- (D) The employee to whom the time is being donated has suffered a major illness or other medical condition that requires a prolonged absence and has exhausted all accrued vacation, comp time and sick leave that meets the eligibility requirements of FMLA/OFLA;
- (E) The sick, vacation and/or compensatory time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the donee's current rate of pay. (For example, if an employee earning \$10.00 an hour donates two hours of sick leave to an employee earning \$20.00 an hour, the donee will be credited with one hour of sick leave.)
- (F) Once the donation is made, the donated time cannot be returned to the donating employee and must remain available for use by the employee designated to receive the donation.
- (G) The provisions of donated sick leave may be extended in cases where an employee has exceeded FMLA/OFLA condition subject to the circumstance of a reasonable accommodation under the ADA.

## ARTICLE 33 - PERSONNEL FILES

Section 1 The City will maintain individual employee personnel files. For sworn law enforcement employees, personnel files will be maintained at a minimum of ten (10) years post-employment consistent with applicable law.

Section 2 A copy of any written document that is critical of the employee's performance or conduct shall be provided to the employee before it is placed in an employee's personnel file. The employee may respond to any information contained in such documents that the employee disagrees with within seven (7) calendar days after receipt. All such responses shall also be placed in the employee's personnel file. Materials received prior to the date of employment shall not be subject to the provisions of this Article.

Section 3 Any employee or representative of the employee who has been given written permission by the employee shall have the right to inspect the employee's personnel file and receive copies of items in the file.

Section 4 Except as provided in this Article, no portion of any employee's personnel file shall be transmitted outside the City organization or City agents without the employee's consent, except as required by or in connection with the presentation of evidence in a threatened or pending case and except as required by law.

Section 5 Employees shall notify the City within three calendar days of any change in address, telephone number or record of immediate family and emergency contact persons.

Section 6 The City agrees to notify an employee in writing concerning any request by anyone other than a City representative for any part of their personnel file.

Section 7 Upon written request by an employee, all letters of warning and reprimands will be removed from Association member's personnel files at the time prescribed by OAR 166-200-0305, unless other similar discipline has been issued to the employee within the applicable period. Letters of warning and reprimand that have been removed from an employee's personnel file will not be used against the employee for the purpose of progressive discipline. They may, however be used by the City for the purpose of establishing the employee's knowledge of a rule, policy or practice, and will be retained consistent with applicable law (Section 1). They may also be used in proceedings involving other employees or matters to establish consistency, lack of discrimination, compliance with employment laws or the supervisory status of those recommending or making supervisory decisions. In such event the name of the employee(s) shall be redacted.

## ARTICLE 34 - TRAINING SCHEDULE

Section 1 The City may implement a work schedule that will allow completion of mandatory training with minimal impact on patrol shift and avoidance of overtime.

Section 2 Each officer will be advised in writing of their training schedule at least two weeks in advance of their training day. Each officer will be provided at least eight hours between the beginning or end of their working shift and the beginning or end of their scheduled training day.

Section 3 Officers participating in training shall not be eligible for any contractual overtime payment because of the designated change in schedules for training. However, if officers participating in training do not receive at least eight hours off per Section 2, above, the hours worked in violation of Section 2, above, shall be paid at one and one-half times the officer's regular rate of pay.

Section 4 Schedule changes for voluntary training must be mutually agreed upon between the officer and their supervisor and will not result in overtime.

Section 5 Employees shall submit written requests for training and tuition reimbursement in a timely manner. The City shall provide a written response to all submitted written training and tuition reimbursement requests within ten calendar days of the written request.

## ARTICLE 35 - SAVINGS CLAUSE

Section 1 Should any portion of this Agreement or supplement thereto be finally adjudged by the Supreme Court, by any other court of appropriate jurisdiction by ruling by the Employment Relations Board, by constitutional amendment or be in violation of any state or federal law, including administrative regulations, then such portion or portions shall become null and void, and the balance of this Agreement will remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court or otherwise in violation of law, and to bring it into conformance in accordance with ORS 243.698. The parties agree that the Agreement will not serve to restrict the City's obligation to comply with the federal and state laws. The parties further reserve the right to challenge whether the portion of the Agreement in question violates a ruling, administrative regulation or law.

## ARTICLE 36 - CLOSURE

Section 1 Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters of employment

relations as defined by ORS 243.650 (et seq). This Agreement incorporates the sole and complete agreement between the City and the Association resulting from these negotiations.


Section 2 This Agreement is subject to amendment, alteration or addition only by subsequent written agreement executed by the City and the Association. Alleged violations of any such agreements will be subject to the grievance and arbitration procedure set forth in Article 10 of this Agreement.


ARTICLE 37 - TERM OF AGREEMENT

Section 1 This Agreement shall be effective upon ratification and shall remain in full force and effect until June 30, 2025, and shall continue in effect during the period of negotiations until a successor agreement is reached.

This Agreement shall be automatically reopened for negotiation of a successor agreement on February 1, 2025.


FOR THE SANDY POLICE ASSOCIATION

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Association Vice-President

1/22/2023  
\_\_\_\_\_  
Date

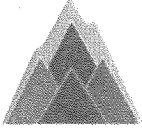
FOR THE CITY OF SANDY

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Chief of Police

1/30/2023  
\_\_\_\_\_  
Date

APPENDIX A – SALARY SCHEDULE



City of Sandy  
Police Association Salary  
Salary Schedule - FY 7/1/2022- 6/30/2023

POSITION	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Police Records Specialist	120	22.15	22.69	23.27	23.84	24.45	25.06	25.68	26.32
		3,839.09	3,933.67	4,033.82	4,132.12	4,237.83	4,343.55	4,451.11	4,562.39
		46,069.03	47,204.07	48,405.87	49,585.41	50,853.98	52,122.55	53,413.37	54,748.71
Police Records/Evidence Specialist	124	23.86	24.47	25.08	25.71	26.34	27.01	27.68	28.38
		4,135.83	4,241.54	4,347.26	4,456.68	4,566.10	4,681.09	4,797.93	4,918.48
		49,629.93	50,898.49	52,167.06	53,480.14	54,793.22	56,173.06	57,575.16	59,021.78
Code Enforcement/Animal	130	25.96	26.61	27.28	27.96	28.67	29.39	30.11	30.86
		4,498.95	4,611.79	4,728.27	4,846.57	4,968.50	5,094.08	5,219.66	5,348.88
		53,987.44	55,341.50	56,739.23	58,158.80	59,622.05	61,128.98	62,635.92	64,186.53
Police Officer	139	31.73	32.52	33.34	34.18	35.02	35.90	36.80	37.73
		5,499.93	5,636.43	5,778.39	5,923.99	6,069.58	6,222.46	6,378.98	6,539.13
		65,999.21	67,637.18	69,340.67	71,087.83	72,835.00	74,669.52	76,547.73	78,469.61

## APPENDIX B – DRUG AND ALCOHOL POLICY

This Appendix is hereby incorporated into the Agreement between the City of Sandy and the Sandy Police Association.

The City of Sandy and the Sandy Police Association recognize a responsibility to the citizens to maintain a safe and productive working environment. Consistent with this commitment, the City and the Association have agreed to this Drug and Alcohol Policy. This policy will supersede and replace the current Department Policy 1006 – Drug and Alcohol Free Workplace.

### **PURPOSE:**

It is the mission of the Sandy Police Department to enhance public safety through the use of a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of alcohol or use of drugs which interfere with this mission.

To ensure the integrity of the City's law enforcement system and preserve public trust and confidence in an alcohol/drug free service, the City has adopted the following rules and procedures:

### **PROHIBITED CONDUCT:**

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing unlawful drugs or alcohol during working hours, including rest and meal periods, except as necessary in the performance of duties (confiscated evidence, approved undercover operations, etc.)
2. Reporting for work or returning to duty under the influence of alcohol or drugs, except as necessary in the performance of an official special assignment or if directed otherwise. Employees who consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance. For the purpose of this Policy, an employee is considered to be "under the influence" of drugs, if the employee tests positive according to the thresholds set forth in the Federal Mandatory Guidelines for Federal Workplace Drug Testing for having such substances present in their body. An employee will be considered to be "under the influence of alcohol" if their blood or breath tests greater than 0.02 consistent with LESC standards.

To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within four (4) hours of responding to the callback or, for any reason, believe they are impaired by alcohol are required to notify the supervisor upon being contacted for callback.



3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Chief or his designee, irrespective of the jurisdiction where such action was taken.
4. Failing to comply with City directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the City or rehabilitation counselors pursuant to this Policy.
5. Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required, below.

For the purpose of this Policy, "drugs" include, but is not limited to the following controlled substances: opiates, synthetic opioids, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/ methamphetamines and barbiturates, or other synthetic equivalents. However, "drugs" does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

#### MARIJUANA:

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical or recreational use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act or is using marijuana in compliance with state law. However, employees who are using marijuana in compliance with a medical marijuana card will not automatically be subject to termination of employment. Instead, such employees are required to disclose any use which would constitute "prohibited conduct." If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating standards.

#### DISCLOSURE OF MEDICATIONS:

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications under circumstances where the employee knows or should know that use of the medication will produce side effects that will affect their ability to safely perform all

essential job duties must notify the Chief of Police or designee of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties, illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

#### EMPLOYEE TESTING:

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

##### 1. Reasonable Suspicion

The Chief of Police, designee or a supervisor may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work "under the influence" of drugs or alcohol.

"Reasonable suspicion" shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that would cause a reasonable person to believe that an employee has consumed drugs and/or alcohol in violation of this Policy.

##### 2. Rehabilitation Treatment

Where testing is required pursuant to a Rehabilitation and Return to Work Agreement imposed by the City or an employee's rehabilitation counselors, individualized suspicion-less testing may be required as outlined in that Agreement.

Urinalysis testing will be conducted for all types of drug testing. Breathalyzer testing will be conducted for all types of alcohol testing.

#### TESTING PROCEDURES:

The drug testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical

Review Officer before the test result is reported as positive. The City shall pay for such testing.

The other sample shall remain at the facility in frozen storage for a minimum of ninety days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.

Whenever there is a reasonable suspicion to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.

If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee's own choosing. The employee will pay for these types of tests.

All records pertaining to City required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

#### CONSEQUENCES OF VIOLATIONS:

##### 1. EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK ASSISTANCE BEFORE COMMITTING A POLICY VIOLATION – REHABILITATION.

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Chief of Police or designee and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees the employee:

- a. Has been evaluated by a Substance Abuse Professional (SAP); and
- b. If recommended by the SAP, is complying with all-rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Such agreements will be effective for no longer than five (5) years from the date signed. Any employee who violates the terms of the Agreement is subject to termination.

During the time an employee is off work undergoing rehabilitation the employee may draw their unused, accumulated sick leave, vacation pay, holiday pay or compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which their paid leave is depleted or for the period required under FMLA and/or OFLA, whichever is greater.

It is understood and agreed that nothing in this Policy prohibits the City from disciplining or discharging an employee for engaging in illegal conduct, irrespective of when that conduct is discovered.

## 2. EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK TREATMENT AFTER COMMITTING A POLICY VIOLATION.

Employees who notify their supervisor, the Chief or the Human Resources Director of drug or alcohol dependencies *after* violating this Policy are subject to discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discipline and discharge, provided the employee promptly complies with the terms and conditions set forth in Section 1 – Consequences of Violations, above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCES TO DISCIPLINE AND DISCHARGE SET FORTH IN THIS POLICY AND THE REHABILITATION AND RETURN TO WORK AGREEMENT ARE NOT INTENDED TO SUPERSEDE "JUST CAUSE" OBLIGATIONS.