City *of* Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL & TOWN CENTER DEVELOPMENT AGENCY

MEETING DATE AND TIME:	OCTOBER 3, 2023 - 6:30 p.m. Business Meeting - **REVISED 10/2/2023 - Agenda Item Summary No. 5 has been revised to correct a typographical error**
MEETING LOCATION:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See PUBLIC NOTICE below

PUBLIC NOTICE: In accordance with Oregon House Bill 2560 this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments by noon the day before the meeting date.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to three minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: October 3, 2022 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/4418/372).

Upon request, the City will endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

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MEETING LOCATION: Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

1. BUSINESS MEETING

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

2. PROCLAMATIONS AND RECOGNITION

   A. PROCLAIM OCTOBER AS HINDU HERITAGE MONTH

3. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Public Comment – Written

   C. Public Comment – In Person

   D. Public Comment – Phone-In

E. Public Comment – Video

4. ADMINISTRATIVE REPORT **6:45 p.m. estimated time**

5. CONSIDER RESOLUTION TO ADOPT TIGARD POLICE OFFICER ASSOCIATION LABOR CONTRACT **6:50 p.m. estimated time**

6. CONSIDER FY24 BUDGET SUPPLEMENTAL FOR TIGARD POLICE OFFICERS ASSOCIATION CONTRACT **7:05 p.m. estimated time**

7. PUBLIC HEARING: CONSIDER RESOLUTION TO ADOPT THE CITY OF TIGARD Q1 BUDGET SUPPLEMENTAL **7:10 p.m. estimated time**

8. TCDA PUBLIC HEARING: TOWN CENTER DEVELOPMENT AGENCY FY24 1ST QUARTER SUPPLEMENTAL BUDGET **7:25 p.m. estimated time**

9. NON-AGENDA ITEMS

10. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

11. ADJOURNMENT **7:30 p.m. estimated time**

AIS-5339 **2. A.**

Business Meeting

Meeting Date: 10/03/2023

Length (in minutes): 5 Minutes

Agenda Title: Proclaim October as Hindu Heritage Month

Authored By: Joanne Bengtson

Presented By: Hiral Pandya

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Mayor Lueb is being asked to issue a proclamation honoring Hindu Heritage Month for October 2023. The request came to the Mayor on behalf of Hindu Swayamsevak Sangh, a non-profit, social, educational, and cultural organization of Hindus living outside India.

ACTION REQUESTED

Tigard resident, Mr. Pandya, is asking Mayor Lueb to proclaim October 2023 as Hindu Heritage Month in Tigard.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This is the first request for this Proclamation.

Public Involvement

n/a

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

There is no fiscal impact associated with issuing this proclamation, but it demonstrates the city's appreciation and recognition for the rich cultural tapestry Hinduism has woven into the fiber of Tigard's community.

ALTERNATIVES & RECOMMENDATION

Mayor Lueb could choose not to issue the proclamation. Teammates recommend its issuance.

ADDITIONAL RESOURCES

Attachments

Proclaim October as Hindu Heritage Month

Proclamation

City *of* Tigard

HINDU HERITAGE MONTH
OCTOBER 2023

WHEREAS, the City of Tigard aims to embrace and celebrate the remarkable cultural, ethnic, racial, linguistic, and religious diversity of its residents, including Hindus, who hail from various countries such as India, Nepal, Mauritius, Fiji, Guyana, Bhutan, Suriname, Trinidad and Tobago, Sri Lanka, and others; and

WHEREAS, Hinduism is an ancient religion and one of the largest practiced religions in the world and its cultural traditions are practiced by a growing community in Tigard and Oregon; and

WHEREAS, Hindus have been part of Oregon communities for over a century and have a rich history of contributing to Oregon's prosperity across diverse fields, including forestry, agriculture, hospitality, business, manufacturing, information technology, education, science, and the arts; and

WHEREAS, Hindu communities are staunch advocates for the principles of inclusion, pluralism, and religious freedom, which are deeply ingrained in their beliefs; and

WHEREAS, Hindu community members have, despite their positive contributions, been historically subjected to Hinduphobic incidents such as harassment, bias-motivated crimes, bullying, and hate speech. It is crucial for all Tigardians to firmly stand together in solidarity, fostering a climate of healing, understanding, and acceptance; and

WHEREAS, the Hindu communities in Oregon take pride in sharing their vibrant culture and joyous celebrations observed across their diverse communities, including but not limited to festivals like Ganesh Chaturthi, Raksha Bandhan, Pongal, Onam, Saraswati Puja, Navratri, and Diwali, many of which are observed during or around the month of October.

NOW THEREFORE BE IT RESOLVED that I, Heidi Lueb, Mayor of the City of Tigard, Oregon do hereby proclaim the entire month of October as,

HINDU HERITAGE MONTH

in Tigard, Oregon and encourage people throughout the city to learn more about the traditions and contributions Hinduism has made to society.

Dated this 3rd of October, 2023

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Carol A. Krager, City Recorder

AIS-5330 **5.**

Business Meeting

Meeting Date: 10/03/2023

Length (in minutes): 15 Minutes

Agenda Title: Consider Resolution to Adopt Tigard Police Officer Association Labor Contract

Authored By: Wendi Warner

Presented By: HR Director Wendi Warner

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

City Council consideration of a new, three-year Collective Bargaining Agreement between the City of Tigard and the Tigard Police Officers' Association (TPOA).

ACTION REQUESTED

Staff recommends the adoption of the attached Resolution approving the new Collective Bargaining Agreement with TPOA and authorizing the City Manager to sign.

BACKGROUND INFORMATION

The City opened collective bargaining with TPOA on February 27, 2023, reaching a Tentative Agreement on August 30, 2023. The TPOA members voted to ratify the Tentative Agreement on September 6, 2023.

The general terms of the Tentative Agreement were reviewed by Council in Executive Session on August 22, 2023 and the agreed economic impacts are within the authority limits established by Council on March 21, 2023. The proposed new contract will expire June 30, 2026.

Key economic highlights include the following:

- Continuation of health insurance cost sharing with the employer paying 90% of the premium
- July 2023 COLA of 6% with a 1% market adjustment
- January 2024 2% market adjustment
- July 2024 COLA of 4%
- January 2025 1% market adjustment
- July 2025 COLA of 4%
- January 2026 1% market adjustment

Minor adjustments were made for shift differentials and incentives.
The overall costs increased for this agreement by 13.6 % over the three-year period, averaging 4.53% per year.

ALTERNATIVES & RECOMMENDATION

Council may elect not to approve the agreement.

ADDITIONAL RESOURCES

Fiscal Impact

Fiscal Information:

July 2023 COLA of 6% with a 1% market adjustment

- January 2024 2% market adjustment
- July 2024 COLA of 4%
- January 2025 1% market adjustment
- July 2025 COLA of 4%
- January 2026 1% market adjustment

The overall costs increased for this agreement by 13.6 % over the three-year period, averaging 4.53% per year.

The Fiscal Year 2024 impact if all vacancies are filled, including the newly bargained Traffic Agent role, would be approximately $926,000; the estimated cost over three years is approximately $4.5 million.

Attachments

Final TPOA CBA

Final Red Line CBA

Resolution 2023-2026 TPOA CBA

Slide Deck - TPOA Ratification Presentation

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TIGARD POLICE OFFICERS' ASSOCIATION

AND THE

CITY OF TIGARD

Expires: June 30, 2026

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PREAMBLE

This contract entered between the City of Tigard, Oregon, hereinafter referred to as the "City," and the Tigard Police Officers' Association, hereinafter referred to as the "Association," has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit as set forth in Addendum A.

The City shall notify the Association of its decision to add any new classifications to the Police Department. If the City and the Association cannot agree whether a new position is supervisory, managerial, confidential, or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such a new position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled.

The bargaining unit shall consist of those classifications listed in Addendum A that are regular full-time employees and those employees within those classifications that are regularly scheduled to work 20 hours or more per week, excluding supervisory and confidential employees as defined by the Public Employees' Collective Bargaining Act.

ARTICLE 2 – MAINTENANCE OF STATUS QUO

The City shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining or the mandatory bargainable impacts, whether or not they are covered by this agreement, if the City intends to alter, change or modify such conditions.

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 the Association President or designee with written notice of the proposed change. The Association shall have ten (10) days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746 by requesting a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike names and the last one (1) will be the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of their selection, or at such other time as the parties mutually agree.

ARTICLE 3 – CHECK OFF AND ASSOCIATION DUES

3.1. Membership

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit.

The City recognizes the Association as the exclusive representative of all employees in bargaining unit positions, including nonmember employees, as provided for by PECBA related to mandatory subjects of bargaining, mandatory impacts/effects, and the application, administration and enforcement of this Agreement.

Payment of the Association dues or other fees, as provided for in Section 3.2, and any initiation fees shall be indication of the employee's desire to become a member of the Association. Each employee of the bargaining unit shall be entitled to withdraw from

membership in the Association by giving of written notice to the Association and the City, per Section 3.2.

3.2. Check-off

The City, when so authorized and notified in writing, by the Association President or designee, or by an employee member of the Association, will deduct regular Association dues or other fees from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the first day of the following pay period. The City will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, when requested by the City, the Association will provide the record of dues deductions authorizations made to the Association by an employee.

Such payroll deducted funds shall be remitted promptly to the designated Association officer or transferred to the Association's bank account designated by the Association to receive such funds by use of electronic funds transfer (EFT) arrangements suitable to the parties' respective financial institutions. The parties will devote necessary, reasonable effort to establish and maintain electronic funds transfer (EFT) methods as a matter of mutual convenience and efficiency.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

3.3. New Hires

The City will notify the Association, in writing, of all new hires in the bargaining unit, no later than ten (10) calendar days after the employee's start date. Included in the notice, the City will furnish the Association with the new employee's name, home address, personal email address and personal phone number (if provided to the City), the position for which they were hired, the date of hire, the hourly wage rate, incentives (if any), and leave accrual rates.

An Association representative may meet with any new hire for up to one (1) hour during the new hire orientation. Such meeting shall be paid for both the new hire and the Association representative, provided however that no overtime shall be incurred as a result of such meeting.

3.4. Indemnification

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City resulting from any City action taken in good faith pursuant to the provisions of this Article.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1. Employee Organizations

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 his exercise of these rights.

4.2. Non-Discrimination

The City and the Association agree the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, labor organization affiliation, or political affiliation.

ARTICLE 5 – MANAGEMENT RIGHTS

The City administration and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and methods of operation, including subcontracting and the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge for cause; to determine job descriptions;

determine work schedules, to establish performance standards, and assign work; and any other rights except as provided in Article 2 of this Agreement.

ARTICLE 6 – CITY SECURITY

The Association agrees that during the term of this contract its membership will not participate in any strike against the City under any circumstances. For the purpose of this contract, the meaning of the word "strike" is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including discharge.

ARTICLE 7 – ASSOCIATION BUSINESS

7.1. Association Business

A. At least once per calendar year, the Association will certify to the City's HR Director or designee and the Chief of Police or designee an up-to-date list of Association Officers and/or Representatives. The list will consist of members of the bargaining unit selected to serve as authorized representatives of the Association. When authorized in advance, up to two (2) representatives shall be granted time off without loss of regular pay for the purpose of meeting with City representatives. Employees may attend Association meetings on duty, subject to call, when authorized by the Chief of Police.

B. Association activities requiring the engagement of association representatives during their regularly scheduled work hours are permitted in accordance with ORS 243.798.

7.2. Contract Negotiations

A. The Association's negotiating team may be comprised of more than three (3) employees; provided however, that the City's obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to three (3) individuals. Hours spent in negotiations during a negotiating team member's regularly scheduled shift will be considered hours worked in determining the payment of overtime.

B. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

7.3. Special Conferences

A. Special conferences to discuss employment relations matters shall be arranged between the Association and the City or its designated representatives within a reasonable period of time after either party receives a request from the other party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the request to confer is made. The Association members shall not lose time or pay for time spent in such conferences.

B. Members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained. The maximum number of days to be paid by the City shall not exceed an aggregate of six (6) conference days per year. The City shall not pay for travel, lodging, or per diem expenses of the members attending the conferences.

7.4. Use of City's Email System

A. The parties recognize that the City's communications devices are the sole property of the City. These resources are provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City communications in the City system at any time.

B. Certified Association Officers and/or Representatives may use the City's E-mail system to conduct Association business for the limited purposes of:

(a) Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);

(b) Scheduling meetings among Association Officers and/or Representatives (date, time, place, and agenda); and/or

(c) Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices).

C. E-mail from the Association to its members, about the scheduling of meetings, meeting agendas and issues to be voted on, may be read while on duty, provided that the Association email does not interfere with the performance of assigned duties. E-mail from the Association to its members, about topics other than meetings, will be read only before or after the members' work shift.

D. Certified Association Officers and/or Representatives may use the City telephone, voice mail, fax machines and mailboxes for communications that are generated by the City or are from the Association to the City. The use of the Police radio system, City issued cell phones or MDTs is specifically excluded.

E. The parties recognize that misuse of the City's communication systems is considered a violation of policy and the parties agree that any violation of City policy related to the use of the City's E-mail system may result in discipline, up to and including termination.

ARTICLE 8 – GENERAL AND SPECIAL ORDERS

The City will furnish the Association with copies of all general or special orders from within the Police Department promulgated during the term of this Agreement pertaining to wages, hours, and conditions of employment.

ARTICLE 9 – DEPARTMENT MANUAL AND CONTRACT

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the Department Manual and a copy of this contract as provided by the Association for distribution.

ARTICLE 10 – BULLETIN BOARD

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its postings to Association business. Only members of the bargaining unit may post or remove items on the Association bulletin board. In the event the City desires that an

item be removed, it will contact the Association with a request for such. The item will be removed if found inappropriate by the parties.

ARTICLE 11 – OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief.

ARTICLE 12 – HOURS OF WORK

12.1. Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven-day calendar period commencing midnight Sunday and ending midnight the following Sunday.

12.2. Work Schedule

A "work schedule," consistent with the operating requirement of the City, shall be a 5-8, 4-10, 9-80, alternative work week, flexible, or part-time schedule as follows:

(a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.

(b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.

(c) A "9-80" work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5^{th}) day.

(d) The City and the Association may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

(e) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee, and unless otherwise agreed, shall have no

maximum or minimum number of work hours per day or workdays per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule. The parties agree that all Detective assignments shall be on a flexible work schedule. The determination of any additional assignments that are expected to work a flexible work schedule will be subject to bargaining between the City and the Association. In the event the parties are unable to reach agreement, such matters may be pursued through the mid-term bargaining procedures set forth in Article 2. Detectives shall not be removed from the on-call roster just because they have reached 40 hours worked in the workweek.

(f) A variable work schedule will be applicable to special assignments for Gang Enforcement, Transit Police and Street Crimes Units. Section 12.6 (Work Schedules) and 13.4 (Shift Differential) are not applicable to employees in these assignments. Hours worked by these assignments will not be flexed for purposes of mandatory training, court appearances, the avoidance of the Safety Release as defined in Article 12.7 and the avoidance of overtime thresholds as defined in Sections 13.1 (daily overtime) and 13.3 (call back). When either of these shift assignments are changed within the respective units, the shift change shall be completed pursuant to Sections 25.3 (overtime waiver) and 25.4 (adjustment of schedule at rotation) of the agreement.

(g) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

(h) These schedules shall include meal and rest periods as set forth in this article.

12.3. Workday

The workday shall be a twenty-four (24)-hour period commencing at the start of the employee's regularly scheduled shift.

12.4. Meal Period

Each employee covered by this agreement will be permitted a thirty (30) minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

12.5. Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each workday, to the extent consistent with operational or duty requirements.

12.6. Work Schedules

An employee will normally be given adequate advance notice of any change in regular hours of work, except where an emergency exists. Notice will not be given less than two (2) weeks prior to the employee's change of work schedule, except where a change of schedule is for the purpose of the employee's voluntary training or for the purpose of adjusting the schedule of a probationary employee not released for solo status.

12.7. Safety Release

Employees working sixteen or more hours in a twenty-four-hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their next consecutive scheduled shift off with pay. In such event, no deduction shall be made from the employee's leave. If employees are directed to work their next consecutive scheduled shift, they shall be paid at the rate of time and one-half for such shift. The twenty-four-hour period described herein shall commence at the start of the employee's regularly scheduled shift

Employees who do not receive eight (8) consecutive hours off either before or after a court appearance or mandatory training will receive sufficient administrative hours off with pay to equal eight (8) hours off. Employees working the graveyard shift, K-9 and night traffic car, who appear in court on the day before the start of the first day of their consecutive work days shall receive sufficient administrative hours off with pay to equal eight (8) consecutive hours off after their court appearance.

Employees assigned to any Detective assignment (including Narcotics and Metro Gang Enforcement) shall not be subject to Section 12.7.

ARTICLE 13 – OVERTIME AND PREMIUM PAY

13.1. Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

(a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any workday, and all work performed on a regularly scheduled day off.

(b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any workday and all work performed on a regularly scheduled day off.

(c) Employees assigned to a 9-80 schedule (consisting of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day) receive overtime for work time required outside their regularly scheduled work day hours (9 or 8 based on the day within the schedule) and for any work required to be performed on their regularly scheduled days off. For FLSA purposes, the work week begins at the halfway point of the eight-(8) hour day and runs for seven (7) calendar days, establishing each week as a forty (40) hour work week.

(d) All work in excess of forty (40) hours in a work week; however the Basic Academy Recruit Assignment (BARA) overtime shall be based on all hours in excess of eighty (80) hours in a pay period, consistent with a 14-day work period in accordance with a 7(k) exemption under FLSA.

(i) While employees are in BARA, sections (a) and (b) above shall not be applicable and call-back and other provisions of this article shall not apply, except when on BARA and required to work beyond five (5) consecutive days in a week, a sixth (6^{th}) work day without a day off.

(ii) BARA will run for up to one week in advance of the start of an employee's Basic Academy and up to one week following the successful graduation from

Basic Academy, dependent upon how the pay periods fall relative to the employee's academy start date.

(iii) Employees will not transition into or out of BARA and the 80-hour 7(k) exemption schedule except at the start of a pay period.

During shift rotation, only the daily overtime threshold (work over eight (8) or ten (10) hours in a day) of Article 13.1 will apply and overtime otherwise will be governed by Article 25, Section 25.3.

All overtime pay shall be computed to the nearest one quarter (1/4) hour. Paid compensatory time off and all other paid time off, unless otherwise specified in this agreement, shall be counted as hours worked for purposes of determining overtime compensation. All nonpaid time off shall not be counted as hours worked for purposes of determining overtime compensation.

13.2. Form of Compensation

The employee may elect to be compensated for all overtime in cash, or to accrue compensatory time to the extent such is allowed by law, to a maximum accrued balance of sixty (60) hours, with the remainder to be paid in cash. Compensatory time off requests shall be treated consistently with all other time off requests. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act.

Employees may contribute unused compensatory time to a bank which shall be maintained as an Association leave bank to be utilized by representatives of the Association to conduct business. The Association leave bank may contain no more than 200 hours of accumulated leave at any one time, and shall be accessed only when authorized by the Association. Leave from this bank of time will be scheduled by mutual agreement.

13.3. Callback

When an employee must appear in court outside of their regular shift or is called-back to work overtime outside of their regular shift or on a previous scheduled day off, the employee shall be compensated for four (4) hours or actual time worked, whichever is greater, at the overtime rate. The four (4) hour minimum shall not apply if the court or call-back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift or if the employee is subpoenaed to appear in court during a regularly scheduled shift and

subsequently requests and is approved time off. The employee may elect compensatory time in lieu of overtime pay as provided in Article 13.2.

For purposes of this Section, court time starts from the Police Department unless the employee goes directly to court from home, in which case the time starts from the employee's arrival at court. As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on callback until finally released for the day by the court. Employees traveling to Washington County Court from the Police Department will have the start time begin one hour prior to the scheduled court appearance.

The parties agree that employees working in Detective and CCU assignments shall be eligible for call-back pay under the foregoing provisions, despite the fact that such employees are on a flexible work schedule in accordance with Section 12.2(d), above. For Detectives and CCU, the end of their "regular shift" shall be the time they left work on a particular day. The start of their "regular shift" shall be the time they were scheduled to come in on a particular day.

13.4. Court Cancelation

An employee subpoenaed for court, who is not notified of a cancellation (meaning employee called the court docket line by 8:00 p.m., but after 5:00 p.m., with no indication of cancellation and was not notified otherwise via the phone number and/or email they provided) on or before 8:00 p.m. of the evening prior, is entitled to two (2) hours of overtime, unless covered by Section 13.3. This applies to any member of the bargaining unit not on a flexible work schedule.

13.5. Shift Differential

Any member of the bargaining unit who has been employed at least one (1) year and who is required to work two (2) or more different shifts within a normal work week shall be compensated with two (2) hours of overtime for that week. This differential shall not apply when the above occurs as a result of mutual agreement between members of the bargaining unit for their own personal benefit. A person who has been employed at least six (6) months but less than one (1) year shall be entitled to shift differential if adjusted for purposes other than training.

13.6. Phone Calls While Off Duty

If an employee receives a phone call from a supervisor while off duty that is related to their work for the City, the employee shall be paid for the actual time spent on the phone or one-quarter hour, whichever is greater.

13.7. No Pyramiding

The City shall not be required to pay twice for the same hours.

ARTICLE 14 – HOLIDAY COMPENSATION

14.1. In lieu of holidays off, each full-time employee shall be credited with nine (9) hours of holiday time or cash, at the option of the employee, for each month worked. If the employee elects to receive holiday time, such time off shall be credited to their vacation/holiday account. Part-time employees shall receive a prorated holiday time credit on a prorated basis to that of a forty (40) hour employee.

14.2. Within thirty (30) days of the dates specified herein, employees will be required to advise the City what portion of their holiday time is to be converted to their vacation/holiday account and/or paid monthly or on the dates specified below. If an employee elects to have a portion of their holiday hours paid, such payment shall be made on December 1 and/or June 1 of each year and shall not exceed forty-eight (48) hours on either date. The City will provide employees with a selection form and each employee will be required to make a selection and return the form within the time period described in this section 14.2. Employees electing to take such payment may also elect to have the payment made to their deferred compensation account, through the current method of completing the proper forms, so long as the amount does not place them above the Federal maximum for the calendar year.

ARTICLE 15 – VACATIONS

15.1. Accrual

Vacations shall accrue as follows:

Years of Continuous Service	Monthly Accrued Rate	Annual Hours	Equivalent Accrual Days
0-60 months/0-5 yrs	8 hours	96	12
61-120 months/5-10 yrs	10 hours	120	15
121-180 months/10-15 yrs	12 hours	144	18
180-240 months /15-20 yrs	13 1/2 hours	162	20.25
Over 240 months/Over 20 yrs	16.0 hours	192	24

Notwithstanding the above specified rates of vacation accrual, no employee shall be allowed to accumulate vacation/holiday in excess of 300 hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday so they are not denied accrual of additional vacation. If an employee is unable to take vacation, the cap will float up to a maximum of 320 hours, only if the employee has submitted a memo to their supervisor, prior to reaching 300 hours, that includes a plan for how/when they will reduce their balance back safely below the 320-hour cap. If then, the employee is unable to keep the plan due to the operational needs of the department, they may make arrangements with the Chief to exceed the maximum accrual specified above, so long as a revised plan for reduction is prepared that will reduce the balance safely below the 300-hour cap within a reasonable period of time. No employee shall be allowed to exceed the maximum accrual of 300 hours for more than a four-month total period.

Accrued vacation shall be credited as earned vacation for each month of service. Parttime employees shall be credited with earned vacation on a prorated basis to that of a forty (40) hour employee, in accordance with the above schedule. Vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service. The City may waive the six (6) months of continuous service requirement for lateral hires in its discretion. Subject to applicable state law, the City may credit lateral hires with up to 120 hours of vacation leave at the beginning of their employment or allow lateral hires to draw on future accruals during their first six (6) months of employment in its discretion.

15.2. Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Within fifteen (15) days after the completion of each shift bid, the City shall post a vacation bid sheet for two weeks. The most senior employee within each classification shall be afforded the first selection of vacation for the upcoming six-month shift bid period, followed by the next most senior employee within each classification, and so on. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the shift bid period in which vacation is available. A bid vacation will not be denied solely because it overlaps another bid vacation so long as the overlap does not exceed two days. After the seniority vacation selection as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

15.3. Separation

All employees shall be entitled to payment for unused vacation/holiday and comp time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

15.4. Bonus

Employees, at their option, may elect to be paid up to forty (40) hours of accrued vacation in addition to vacation time taken when they take vacation leave totaling 40 hours paid time per fiscal year.

ARTICLE 16 – INSURANCE BENEFITS

16.1. Health, Dental and Vision Insurance

For the duration of this Agreement, the City agrees to provide health coverage through Regence Copay F and Kaiser Plan B, both including vision, and dental insurance through Delta Dental, Kaiser Dental, or Willamette Dental or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners, so long as domestic partners are allowable under the plans. For employees regularly scheduled to work thirty (30) hours per week or more, the city will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost. If

an excise tax is incurred by the City on behalf of an employee as imposed by the carrier because of the Affordable Care Act or amendments, this article shall re-open to negotiate potential changes to the existing medical plan and/or VEBA to reduce the total cost of these combined benefits in an effort to reduce and/or eliminate the impact of the excise tax.

16.2. Part-Time Employees

For employees regularly scheduled to work less than thirty (30) hours but more than twenty (20) hours per week, the City will pay fifty percent (50%) of the premium cost and the employee will pay fifty percent (50%) of the premium cost if the employee elects to receive coverage. The employee premium cost contribution will be paid via payroll deduction.

16.3. Payroll Deduction

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 16, Section 1 with or without the employee's individual authorization.

16.4. Life and Disability Insurance

The City agrees to provide and maintain life insurance in the amount of $50,000 (plus $10,000 additional life insurance for sworn officers per ORS 243.025) and disability insurance plan which provides for a benefit of $5,000 per month or a substitute plan of the same service delivery type at substantially the same or a better benefit level at no cost to the employee. The City agrees to make optional voluntary life insurance available for employee purchase subject to the limits available to the City.

16.5. Physical Examinations and Capability Test

The City may require each employee to take a physical examination, or it may choose to require such an examination only for sworn officers. Each employee who is required to take such an examination may choose to use their own physician, at the employee's expense, or to use a physician designated by the City, at the City's expense.

The spirit of the physical examination and the annual physical capability test is for the welfare of the employee and is not intended to be punitive in any manner. The physical examination will focus on specific health maintenance issues and early identification of potential job-related health problems in the future.

The report form will address only those health issues related to personnel in their specific working environment. Access to the report is limited to the City Manager, Chief of Police, Human Resources Director, and the named employee.

16.6. Retirement

The City shall continue to participate in the Public Employees Retirement System for sworn officers employed by the City prior to August 28, 2003, and who are eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733 Oregon, Laws 2003. The City shall participate in the Oregon Public Service Retirement Plan for sworn officers employed by the City on or after August 28, 2003, who are not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.

On behalf of employees in the Public Employees Retirement System, the City will continue to "pick up" the employee contribution as the law requires. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003. Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS litigation.

On behalf of employees in the Oregon Public Service Retirement Plan, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account when the employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003. The employee's contributions paid by the City shall not be considered to be "salary" under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a member's "final average salary" under section 10 of chapter 733, Oregon Laws 2003, or "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to section 32 of chapter 733, Oregon Laws 2003.

All non-sworn employees will receive a vested benefit into the City's retirement program after six (6) months of continuous service with the City. The City's contribution will be ten percent (10%) of the employee's base salary.

16.7. Liability

The City shall continue liability protection as required by ORS 30.260 through 30.300 (Oregon Tort Claims Act). The City may choose to self-insure.

16.8. Plan Descriptions

The City will annually provide each employee with a list and description of those insurance plans which this contract enumerates and a list and description of those plans which are available as options to City employees.

16.9. Flexible Spending Account

The City will make available the IRS Section 125 flexible spending account (FSA) for pre-tax group premiums, dependent care and other approved medical reimbursement purposes. The City shall continue to provide a Flexible Spending Account but reserves the right to cancel access to the medical FSA should the excise tax provisions of the ACA or other provision place the City in jeopardy of being charged for the program on an individual or citywide basis. The City agrees that should the program be canceled it would not impact the dependent care FSA option. If such change were needed, it would be at the start of a month and the city would provide at least thirty (30) days' notice to the Association.

16.10. Voluntary Employee Benefits Account

To help offset the cost of premium contributions or other health insurance expenses elected by the employee and the economic impact associated with the employees' portion of the Paid Leave Oregon contribution, the City will contribute $1,200 annually ($100 per month) to a Voluntary Employee Benefits Account (VEBA) on behalf of each bargaining unit member regularly scheduled to work thirty hours (30) per week or more.

Effective January 1, 2024, the City will contribute $1,500 annually ($125 per month) to a Voluntary Employee Benefits Account (VEBA) on behalf of each bargaining unit member regularly scheduled to work thirty hours (30) per week or more. Should the excise tax provisions of the ACA or other legislation place the City in jeopardy of being charged for the program on an individual or citywide basis, the VEBA contributions would be converted to non-matching deferred compensation contributions. If such a change were needed, it would be at the start of a month and the city would provide at least thirty (30) days' notice to the Association.

16.11. Deferred Compensation

New employees shall be automatically enrolled in the 457(b) deferred compensation plan and contribute one percent (1%) of their compensation to the plan. Contributions will be automatically directed to the default plan as determined by the Plan Governance Committee. Employees may opt out of the program, change their contribution amount, or redistribute their investment strategy at their discretion in accordance with plan rules.

The City will contribute one percent (1%) of base salary into the deferred compensation account of sworn employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For sworn employees who have completed fifteen (15) or more years of service, the City will contribute a total of one and one-half percent (1.5%) of base monthly salary into the employee's deferred compensation account.

The City will contribute two percent (2%) of base salary into the deferred compensation account of non-sworn employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For non-sworn employees who have completed fifteen (15) or more years of service, the City will contribute a total of two and one-half percent (2.5%) of base monthly salary into the employee's deferred compensation account.

Contributions made by the City shall begin on the first payroll following December 1 of the year in which the employee reaches the years of service milestone (ten (10) and fifteen (15) respectively). If the employee notifies Payroll anytime on or after their anniversary date, the contributions will start within thirty (30) days following notification. To be eligible, an employee must meet the years of service requirement and have completed and filed the paperwork necessary to open and direct the contribution to an individual deferred compensation account.

For the purposes of this Section, base salary is defined as the salary range and step of each individual as provided in Addendum A of this Agreement. This Section shall not apply to TPOA members currently receiving longevity payments pursuant to Section 30.2 of this Agreement. No contributions by the City pursuant to this section shall be retroactive.

16.12. Wellness Membership

The City will provide each employee a monthly membership to a physical fitness facility, upon request. The membership will be valid at multiple locations in the City of Tigard and Washington County.

ARTICLE 17 – SICK LEAVE

17.1. Purpose

The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness or other approved reason causing absence as noted in Section 17.6. Sick leave is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

17.2. Accrual System

Employees shall be credited with forty (40) hours of sick leave front loaded each year and then two and sixteen one-hundredths (2.16) hours for each full pay period worked. Sick leave may be accrued without limit, except as provided for conversion to retirement.

17.3. Part-time Employees

Sick leave benefits for part-time employees shall be granted on a prorated basis to that of a forty (40) hour employee.

17.4. Utilization

Accumulated sick leave shall be payable at the employee's regular straight-time rate in an amount equal to the time the employee would have worked, to a maximum of ten (10) hours per day. Employees may utilize their sick leave whenever they are unable to perform their work duties by reason of their own illness or non-occupational injury or that of a covered family member.

17.5. Notification

Under normal circumstances, employees are expected to notify their supervisor at least one (1) hour prior to the start of their shift; however, if the condition is unforeseen, employees are expected to notify their supervisor as soon as practical.

17.6. Family Use

Employees may use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. Members of the employee's family are defined

consistent with Oregon Family Leave Act (OFLA) and Paid Leave Oregon. Variances to this policy are to be approved by the Chief of Police prior to authorization of sick leave.

17.7. Integration with Workers' Comp

A. In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

B. Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, they shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries authorized and compensable Workers' Compensation claims until 2160 hours of work are lost due to the injury.

C. After the employee has been compensated for 2160 hours of lost time, and for any period of time loss following the initial 2160 hours of work, relating to the same incident/injury, the eligible employee shall be required to use their sick leave, or accrued leaves, and/or other leave benefits coordinated with their workers' compensation benefits to attain their regular pay. It shall be the employee's choice as to what accruals and/or benefits are used by the employee. The employee must provide the City written authorization of which accruals and/or benefits the employee choose to use. If the employee fails to make a notification to the City then the City shall use accruals of the employee in the following order; Sick Leave, Vacation, Holiday, Comp Time.

17.8. Retirement or Death

A. Sworn employees covered by PERS shall have fifty percent (50%) of their unused sick leave credited to their retirement as per guidelines of PERS. In the event of the employee's death, the employee's heir or estate will receive a cash death benefit equal to one-half (1/2) of unused sick leave accrual at the time of death. This death benefit will be inapplicable if any portion of unused sick leave is converted for retirement or survivor benefits.

B. All other employees, including sworn employees under the Oregon Public Service Retirement Plan, who have completed 20 years of credited service and have reached their normal retirement date or have become disabled, shall have one-half (1/2) of their unused sick leave, excluding the first 350 hours[1], applied to their retirement benefit. This benefit can be a cash-out

[1] Non-sworn employees, employed July1, 2014 or earlier, will not have the first 350 hours excluded.

at the employee's regular straight-time rate or the time can be applied to enable the employee to retire early, if the plan allows. In the event of the employee's death, their survivors would receive the cash benefit equal to one-half (1/2) of the value of the employee's unused sick leave, pursuant to the limitations noted above.

17.9. Appointment Leave

Effective July 1, each employee shall receive sixteen (16) hours appointment leave to be used for medical or dental appointments. (Appointment leave must be used by June 30 of each year and is non-accumulative.)

17.10. The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave and Paid Leave Oregon. Beginning on September 1, 2023, or whenever Oregon Employment Department determines the have the actual start date, employees are eligible to take leave and receive benefits as provided under the Paid Leave Oregon program and applicable state law. Use of PLO leave is subject to the same notice requirements as FMLA and OFLA under City policy. As allowed by law, the City will run PLO leave usage by employees represented by TPOA concurrent with other protected leaves as required by state or federal law. Employees will be allowed to use any of their accrued City leave to supplement their PLO benefits.

17.11. Sick Leave Donation

An employee with a minimum of four hundred eighty (480) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to extended illness or injury. The donor's sick leave will first be converted to cash based on the donor's base salary and then converted to an appropriate amount of sick leave based on the donee's base salary. Such donations shall be limited to no more than eighty (80) hours per year.

17.12. City Leave Donation Program

In addition to the sick leave donation provision set forth above, employees in this bargaining unit may participate in the City's leave donation program as set forth in city policy. However, it is recognized that sick leave donation is not an option under the City's leave donation policy.

ARTICLE 18 – LEAVE OF ABSENCE WITH PAY

18.1. Compassionate Leave

In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days off except in the case of extended travel that requires at least 200 miles travel each way, in which case employees will be granted an entire work week. For the purpose of this Article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. If additional time is required, the employee may utilize other accrued leave. Time taken under this provision runs concurrently with any OFLA bereavement leave to which the employee may be entitled.

18.2. Voting

When an employee's work schedule is such that they would not be able to vote prior to or after their normally scheduled work hours, they shall be granted off duty time of up to two (2) hours to vote without loss of pay or accrued vacation.

18.3. Training

(a) Training Information - The City shall provide the Association with information regarding law enforcement-related training opportunities as such information is received. The Association may submit recommendations for review by the Chief regarding the available training opportunities that it believes are of particular value or are lacking in value to the Department.

(b) Mandatory Training - An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:

1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.

2. All mileage and per diem shall be reimbursed in accordance with this agreement.

3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

4. For purposes of determining whether training is mandatory, the following guidelines will apply:

   Training necessary to certify an employee to perform their specific job duties and functions, keep an employee certified to perform their job duties and functions, or required of an employee by the Department to perform their job duties and functions shall be considered assigned mandatory training.

   The following are examples regarding the interpretation of this language:
   An employee wants to go to a school to be certified but is not assigned by the Department and the training is not required for their current assignment, not mandatory.
   An employee is assigned as a firearms training officer and needs to get certified as a firearms instructor before they can fulfill their job duties and functions as an instructor, mandatory.
   A motor officer goes to training and is certified. They request to go to the Annual Motor Training Conference as mandatory training, not mandatory.
   Employees who attend mandatory training at a remote location which lasts seven (7) or more hours shall be allowed to use paid leave to complete their shift and shall not be required to return to the Police Department, unless operational needs exist that necessitate their return. When training ends less than an hour before the end of the shift, the employee can use Admin Leave to cover the remainder of their shift.

(c) Voluntary Training - Training to which an employee is not specifically assigned pursuant to "b" above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

18.4. Jury Duty

(a) Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled workday. Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

(b) The employee is required to seek all fees due to them for such jury duty and turn said fees, excepting personal vehicle mileage, over to the City. Upon being excused from jury duty for any day, the employee shall immediately contact their supervisor for assignment of the remainder of their workday.

(c) This Article shall only apply to those work weeks during which the member is serving on an impaneled jury or is required to report for juror selection.

18.5. Military Leave

(a) Subject to supervisory approval, employees may be allowed to voluntarily adjust their days off to accommodate weekend military duty. Supervisory approval is contingent upon operational needs such as minimum staffing levels, available work, etc. Flexible scheduling must take place within the employee's normal workweek.

(b) Subsection (a) above is not intended to alter the city's obligation to comply with USERRA rules.

ARTICLE 19 – LEAVE OF ABSENCE

The City will consider a written application for leave of absence without pay, not to exceed one year, if the City finds there is reasonable justification to grant such leave and that the work of a department will not be jeopardized by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on their written application for such leave. Such leave may be denied if it is for the

purpose of accepting employment outside the service of the City and notice that an employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City and the position shall be declared vacant unless the employee, prior to the expiration of the leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time and only if the City determines that the request is reasonable and justified and that the extension may be granted without jeopardizing the operation of the department.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1. Process

A. To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this Agreement by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with written notice to the Association and a copy of materials submitted by the employee also provided to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include:

a) a statement of the grievance and relevant facts;
b) provision of the contract violated;
c) remedy sought.

B. The employee's immediate supervisor shall respond to the grievance in writing within fourteen (14) days, with a copy to the Association.

C. Only the Association shall have the right to advance a CBA grievance beyond Step 1.

STEP 2: If after fourteen (14) days from the date of submission of the grievance to the supervisor the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the Chief of Police. To facilitate a more robust discussion about the grievance, the Chief, or designee, may meet with the Association. It is the Association's decision as to whom is involved in the meeting with the Chief or designee, on behalf of the Association. The Chief, or designee, shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 3: If after fourteen (14) days from the date of submission of the grievance to the Chief the grievance remains unadjusted, the grievance may be submitted by the Association within fourteen (14) days to the City Manager, or designee. To facilitate a more robust discussion about the grievance, the City Manager or designee, shall meet with the Association. It is the Association's decision as to whom is involved in the meeting with the City Manager or designee, on behalf of the Association. The City Manager or designee shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 4: If the grievance is not resolved within fourteen (14) days from submission by the Association of the grievance to the City Manager, or designee, the grievance may be submitted within fourteen (14) days to an arbitrator.

20.2. Arbitration Process

The arbitrator shall be selected by mutual agreement of the parties as follows:

A. For grievances involving discipline or discharge of non-sworn employees or contract interpretation issues a list of eleven (11) Oregon/Washington arbitrators shall be requested from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike one (1) name from the list until only one (1) is left. The one remaining shall be the arbitrator.

B. For grievances involving discipline or discharge of a law enforcement officer, as that term is defined by ORS 131.930, the parties will follow the arbitrator selection process as set forth in ORS 243.808 and the arbitrator shall also be bound by PECBA and other applicable laws and rules adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline as set forth in ORS 243.812.

C. The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the Agreement has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement.

D. The decision of the arbitrator shall be binding on both parties.

E. The parties specifically agree that, in the event issues are submitted to arbitration (grievance or interest), the decision shall be strictly limited to those issues disputed by the parties.

F. The costs of the arbitrator shall be borne by the losing party or as apportioned and determined by the arbitrator. Each party shall be responsible for the costs and fees of presenting its own case to arbitration.

20.3. Time Limit

A. Any time limits specified in this grievance procedure may be waived by mutual written consent of the parties.

B. "Day" shall be defined as calendar day.

C. Failure of the Association to submit the grievance in accordance with these time limits set forth in this Article, without such waiver shall constitute abandonment of the grievance.

D. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance and the Association may proceed to process the grievance to the next step in the grievance process.

E. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved.

20.4. PECBA Proceedings

A. Up to two (2) Association representatives shall be permitted to attend any PECBA hearing without loss of pay if such hearings occur during their respective on-duty periods.

B. Employees who may be called as witnesses to the PECBA hearing shall also be permitted to testify at the hearing without loss of pay if the giving of testimony occurs during an employee's on-duty period.

C. The parties shall reciprocally identify the employees they intend to call as witnesses at the PECBA hearing at least seventy-two (72) hours prior to the hearing to ensure adequate shift coverage.

20.5. Subpoenas in PECBA Matters

A. When an employee is subpoenaed by the Association to attend grievance arbitration or other type of PECBA hearings during their regularly schedule work shift, at the Association's request, the employee will be paid for the actual time spent for testifying at the arbitration or PECBA hearings on an hour for hour basis (minimum of one (1) hour), subject to minimum staffing and operational needs and the actual time spent at the arbitration or PECBA hearings shall be considered hours of work for the purposes of overtime.

B. An employee subpoenaed by the City to attend grievance arbitration or other type of PECBA hearings shall be compensated in accordance with the terms of this Agreement and the actual time spent at the arbitration or PECBA hearing shall be considered hours of work for the purposes of overtime. In lieu of paying overtime, the City in its discretion, may direct hour-for-hour time off (with a minimum of one (1) hour and in increments of one (1) hour) for the employee within the pay period. Such direction to take time off must be in writing, with a copy to the Association. The City's decision shall be final and not subject to the CBA grievance procedure.

ARTICLE 21 – MILEAGE AND PER DIEM ALLOWANCE

21.1. Mileage Reimbursement

Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS-allowed rate.

21.2. Expenses

An employee traveling on authorized City business shall receive, in addition to their transportation and lodging expenses, a per diem allowance of not more than $50.00 ($10.00 breakfast, $15.00 lunch $25.00 dinner) per day, or fraction thereof, actually spent on City business for each programmed day of a conference or meeting and for time spent in travel, except that per diem for travel shall not exceed one (1) day each way. Per diem shall only apply when an employee is more than 20 miles by the most direct route from Tigard Police Department. The

purpose of per diem is to cover ordinary expenses such as meals, refreshment, tips, etc. If upon return to work the employee justified to the satisfaction of the City Manager that the per diem allowance was insufficient to cover reasonable actual costs, the per diem amount shall be adjusted accordingly by the City Manager. Employees anticipating the need for per diem compensation shall so advise the City Manager in advance of travel on forms provided by the City and receive advance authorization therefore.

ARTICLE 22 – CLOTHING AND UNIFORM

22.1. Uniform

If an employee is required to wear a uniform, such uniform shall be furnished by the City, and the City shall pay for initial tailoring. The City shall also provide duty gear and firearm(s). Duty gear and firearms shall be determined by the City; however, the City agrees to consult with the Association prior to making any final determination. An employee who has been provided with a firearm must carry the City-issued firearm. An employee who has been provided City-issued duty gear may use alternate duty gear, purchased by the employee, as long as such duty gear is on a list of City-approved duty gear. The employee shall make restitution to the City for loss or damage to any City supplied uniform, duty gear, or firearm unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform, duty gear, and firearm is the responsibility of the employee. The City shall be responsible for replacement all issued duty gear in accordance with the manufacturer's recommendations.

22.2. Clothing Allowance

The City will provide a work-related clothing allowance for employees while assigned to plain clothes duty. That reimbursement, subject to applicable withholdings, shall be at the rate of fifty dollars ($50.00) per month. The provisions of this section shall apply to reimbursable expenses incurred in the fiscal year for reimbursement within the same fiscal year and shall apply only to sworn personnel who wear non-uniformed attire seventy-five percent (75%) or more of duty time calculated monthly.

22.3. Property Reimbursement

The City shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the

employee's performance of their official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction.

22.4. Cleaning

The City shall provide employees with cleaning as needed for required uniforms and duty jackets.

22.5. Equipment Allowance/Reimbursement

The City will provide an annual allowance of two hundred dollars ($200.00) for the purchase of department-required and approved clothing, footwear, or equipment. At the employee's discretion, receipts may be submitted annually for full reimbursement up to the annual allowance limit or, if receipts are not submitted, the annual allowance will be added to the second paycheck of July each year, paid as taxable income.

ARTICLE 23 – SENIORITY

23.1. Definition

Only regular full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period as defined in Section 26.1 and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability shall be included in the employee's total unbroken length of service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days which is not protected by state and federal leave laws, such time in excess of fifteen (15) days shall not apply to seniority provided that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority but shall accrue no seniority during the time they work outside the unit.

23.2. Loss of Seniority

Seniority shall be broken or terminated if an employee:

(a) Quits;

(b) Is discharged for just cause;

(c) Is laid off and fails to respond to written notice as provided in Article 24;

(d) Is laid off from work for any reason for twenty-four (24) months;

(e) Fails to report to work at the termination of a leave of absence;

(f) While on a leave of absence accepts employment without permission;

(g) Is retired.

If an employee's seniority is broken and the employee is subsequently hired to work in the Police Department, seniority shall run from the most recent date of hire within the bargaining unit.

23.3. Application

Seniority shall apply by classification in the matter of layoff, recall, and shift and days off bidding, except that if an employee has been demoted, seniority shall include all time in the employee's present or higher classification within the bargaining unit. Seniority shall apply by total unbroken service in the bargaining unit for purposes of vacation scheduling under Section 15.2.

23.4. Seniority List

The City will provide the Association with a seniority list on January 1 and July 1 each year, if there has been a change. The Association may post it on the Association bulletin board.

ARTICLE 24 – LAYOFF AND RECALL

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. An employee who is promoted out of the bargaining unit and into management shall retain their unit seniority and may bump back into the unit, if laid off, if the management employee has the greater seniority as a unit member. The employee shall bump the employee in the lower class with the least seniority with the department. A sworn employee may not bump a non-sworn employee unless the sworn employee previously held the non-sworn classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the department. No new employees shall be hired in any

classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within fifteen (15) days of notice of termination of layoff. Names shall be removed from the layoff list after 24 months, following the decline of an opening, or failure to respond to an offer within fifteen (15) days.

If there is a shortfall of unencumbered general-purpose money in the General Fund and it is necessary to lay off personnel within the bargaining unit, the City and the Association will meet and consult prior to the City finalizing and implementing its decision.

ARTICLE 25 – SHIFT AND DAYS OFF BIDDING

25.1. Rotation

All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July of each year.

25.2. Shift and Days Off

Prior to regular shift rotation, eligible employees shall be entitled to submit written bids for shift assignments and days off from the slots made available by the Department. Employee bids for both shifts and days off shall be submitted in writing to a designated supervisor at least thirty (30) days prior to the regularly scheduled rotation. Shift and days off bids shall be honored on the basis of seniority within the bargaining unit except as follows:

(a) Unless written permission is granted by the Chief or a designee, no employee shall be eligible to remain on the same shift more than twenty-four (24) consecutive months.

(b) Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department reassign employees to a different shift. Such good faith assignments shall not be grievable but employees shall receive at least two (2) weeks' notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief.

(c) Probationary employees shall not bid for shifts.

25.3. Overtime Waiver

For the purpose of this Article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than eighty (80) hours in a fourteen (14) day period or work more than five (5) consecutive days.

25.4. Adjustment of Schedules at Rotation

During the week before and week of the shift rotation, the City may adjust schedules for the purpose of transitioning to the new shift, to prevent an employee from working more than five (5) days in a row.

ARTICLE 26 – PROBATIONARY PERIOD

26.1. Definitions

(a) For Police Officers who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 months.

(b) For Police Officers with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 12 months.

(c) Non-sworn personnel shall be subject to a 12-month probationary period.

Prior to completion of the probationary period, employees may be discharged at will and such discharge shall not be subject to the grievance procedure.

26.2. Non-Sworn Promotional Probation

All non-sworn promotions shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification held prior to being promoted.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

27.1. Discipline And Discharge

A. Discipline will be issued for just cause as set forth in 243.808 and ORS 236.350. Since the Association bargaining unit is a mixed unit of sworn and non-sworn employees, the

parties agree that the same application of just cause will be applied to non-sworn employees in the Police Department.

B. Disciplinary actions include the following steps and shall normally be progressive in nature, but the disciplinary process may be entered into at any step depending on the severity of the incident causing the disciplinary action:

i. Written reprimand
ii. Suspension without pay
iii. Reduction in pay (if requested by the employee and agreed to in writing by the Association and the City)
iv. Demotion
v. Termination

C. Counseling is not disciplinary in nature. Counseling and written reprimand cannot be grieved by an employee or the Association past the Police Chief step of the grievance process.

D. All Discipline shall be issued in writing. Employees shall not be disciplined arbitrarily or for political, religious, racial or other protected status and/or discriminatory reasons.

E. All disciplinary action imposed upon an employee, except written reprimands, may be challenged through the grievance procedure.

F. All discipline shall be done in a manner that will not embarrass the employee before other employees or the public.

G. In the event of any interview and/or internal investigation which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted only by Association designated representative(s).

H. Discipline shall be consistent with the Discipline Matrix negotiated by the parties and attached as Addendum B and must also be consistent and in compliance with the Law Enforcement Statewide Commission Discipline Standards (ORS 243.812).

27.2. Disciplinary Investigation Procedures

A. Advance written notice

i. Prior to any interview of an employee which could reasonably result in discipline, written notice shall be provided to the employee and the Association not less than seventy-two (72) hours before the interview or such time as written reports are

required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue.

ii. The seventy-two (72) hours advance written notice may be voluntarily waived by the employee or by the Association. Any waiver of the above seventy-two (72)-hour notice must be in writing.

iii. The written notice shall include the alleged violation(s), the policy, procedure or law allegedly violated, approximate timing of the alleged violation(s), a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform the employee and the Association of the nature of the investigation.

iv. In the written notice, the employee shall be notified of their right to have Association representation and representative(s) designated by the Association present during the interview and the investigation process.

B. Investigatory Interviews

i. Interviews and investigations shall be conducted on City premises during the employee's regular work hours unless mutual agreement of the parties or the particular circumstances of the situation require another location.

ii. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee and the Association shall be informed as to the name, rank and command, or other similar information of all persons present, and the employee may have an Association representative and/or Association attorney present to witness the interview and assist the employee.

iii. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. During the questioning the employee shall be entitled to such reasonable intermissions as the employee and/or the employee's designated representative(s) shall request.

iv. All interviews will be electronically audio recorded by either the City or the Association or both. Upon request, the recording party shall provide a copy of the electronically recorded interview to the other party within twenty-four (24) hours of the request. If any portion of the recording is transcribed by either party, upon

request the non-transcribing party shall be given a copy, at no expense within twenty-four (24) hours of the request and the completion of the transcription.

v. The employee may be required to answer any questions involving criminal or 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.

vi. It shall be unlawful for any person, firm, corporation of the State of Oregon, its political subdivisions or municipal corporations to require any employee covered by this Agreement to take or be subjected to any polygraph or any polygraph type examination as a condition of continued or continuous employment.

vii. Interviews and investigations will be concluded in compliance with ORS 236.360.

C. Pre-Disciplinary (*Loudermill*) Hearing

i. Pre-disciplinary "due process" means written notice of the charges sustained against the employee, the facts upon which the charges are based, the maximum range of discipline under consideration, and an opportunity for the employee and the Association to meet with the discipline decision maker. The City is not required to hold a pre-disciplinary hearing if the discipline will not exceed a written reprimand.

ii. At least seven (7) days before the pre-disciplinary meeting with the discipline decision maker, the City shall notify the employee and employee's designated Association representative(s), in writing, of the opportunity to attend an informal pre-disciplinary hearing to respond to the charges verbally or in writing.

iii. The opportunity for the employee and/or the Association to respond to the sustained charges against the employee will occur at the pre-disciplinary meeting conducted and presided over by the discipline decision maker with authority to impose the final decision regarding disciplinary action. The pre-disciplinary meeting shall be informal but sufficient to assure the employee and the Association a full opportunity to be heard, respond to the charges, and have the employee's and the Association's responses considered prior to the imposition of discipline.

iv. At least seven (7) days before the pre-disciplinary meeting, the City will provide the employee and the employee's designated Association representative(s) a complete copy of the investigative file in the possession of the City at the time of the pre-disciplinary notice.

v. All pre-disciplinary meeting will be electronically audio recorded by either the City or the Association or both. Upon request, the recording party shall provide a copy of the electronically recorded interview to the other party within twenty-four (24) hours of the request. If any portion of the recording is transcribed by either party, upon request the non-transcribing party shall be given a copy, at no expense within twenty-four (24) hours of the request and the completion of the transcription.

D. Imposition of Discipline

After the pre-disciplinary hearing, the Police Chief or discipline decision maker will issue a written notice imposing discipline or taking any other action deemed appropriate. A copy of the written notice shall be provided to the employee and the employee's designated Association representative.

E. Only the Association shall have the right to take up a disciplinary grievance utilizing the grievance procedure.

27.3. Use of Deadly Force Situations

Employees involved in the use of deadly force, as defined by ORS 181A.790, shall be advised of their rights to and shall be allowed to consult with an Association representative and/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 and with Association Counsel shall not unduly delay the giving of the statement or preclude the obtaining of information deemed necessary to preserve evidence, protect lives and/or apprehend suspects.

27.4. Notice of Tort Claims or Other Potential Adverse Actions

To the extent allowed by law, when the City receives written notice of any tort claim or other potentially adverse legal action in which an employee represented by the Association is named as a "defendant" (or similarly situated actor), the City shall provide, within ten (10) business days, copies of the written claim documentation to the employee and the Association

President or designee. If a subsequent lawsuit is filed, the employee will be contacted by a City representative to discuss defense of the claim.

At any time during the discipline investigation process, the Chief or designee may decide that a complaint being investigated as potential discipline will have the maximum discipline of no more than a written reprimand. If this decision is made by the Chief or designee then the investigator(s) and Association, on behalf of the employee being investigated, may agree to modify the investigative procedures listed above in order to speed up the discipline investigation process and resolve the matter in seven (7) calendar days or less. Allegations related to truthfulness are not eligible for this waiver.

ARTICLE 28 – PERSONNEL FILE

No material in any form which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in the employee's personnel files unless they have been allowed to read such material.

Upon request, employees shall have access to their personnel files and shall have the right of reproduction of their personnel files in full or in part. No portion of an employee's files shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Tigard Police Department, the City Manager, or a court of competent jurisdiction. The official personnel file shall be maintained in the Human Resources Department.

ARTICLE 29 – WAGES

29.1. Salary Schedules

Effective and retroactive to July 1, 2023, wages shall be increased across the board by six (6%) as a cost of living adjustment and an additional one percent (1%) as a market adjustment for a total increase of seven percent (7%).

Effective January 1, 2024, wages shall be increased as a market adjustment across the board by two percent (2%).

Effective July 1, 2024, wages shall be increased across the board by four percent (4%).

Effective January 1, 2025 wages shall be increased as a market adjustment across the board by one percent (1%).

Effective July 1, 2025 wages shall be increased across the board by four percent (4%).

Effective January 1, 2026 wages shall be increased as a market adjustment across the board by one percent (1.0%).

Each employee shall be paid at one of the steps in the range prescribed for their classification. Classifications which have seven steps shall be reduced to six step ranges through the elimination of the current first step of impacted ranges.

29.2. Schedule Placement

New employees will be appointed or reinstated at the first step of the range established for their classification.

Lateral Police Officer is defined as a newly hired employee with previous law enforcement experience who separated from their last agency in good standing prior to their initial hire date with the City and who is currently certified as a Peace Officer by Oregon DPSST, or who is able to be certified as a Peace Officer through attendance of the lateral/equivalency DPSST academy. The City may hire a lateral employee with prior directly-related experience at an advanced step of the range for the applicable classification commensurate with their former qualifications and experience on a case-by-case basis and in compliance with Oregon law.

29.3. Schedule Movement

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for their classification following completion of the equivalent of six (6) months of service. At six (6) months of service, the City shall have the discretion to advance an employee more than one (1) step, if the City deems it appropriate based on the employee's prior experience. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification following the completion of each 12 months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the department head to the City Manager certifying that the employee had been making normal improvement in the ability to carry out their job assignment.

Advancement may be withheld or postponed in the event the employee is not performing their job assignment satisfactorily.

29.4. Promotions

Upon promotion, employees will move to the next highest step, minimum 5% pay increase, computed on the basis of the base rate of pay exclusive of premium, special assignment, or incentive/longevity pay.

29.5. Demotion

Unless a lesser sanction is provided by the City Manager, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as they occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

29.6. Salary Range Changes

When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

29.7. Pay Periods

The City shall pay employees once every two (2) weeks.

ARTICLE 30 – INCENTIVE PAY

30.1. Certification/Education

Certification pay increments will begin as of the date of issuance shown on the certification. Educational achievement pay increments will begin as of the date of written notice to the City of a degree or equivalent hours. Members of the bargaining unit shall be eligible for educational and training incentive increments to be applied to their current salary after meeting the necessary education and training points for the intermediate or advanced certificate as set forth by DPSST.

Incentive premiums and education requirements are as follows:

Sworn Personnel

Premium	**DPSST Certification**	**Educational Achievement**
2.50%	-	AA/AS or Equivalent Hours
4.25%	Intermediate and/or BA/BS	

6.25%	Intermediate	AA/AS or Equivalent Hours
7.25%	Advanced	-
8.75%	Intermediate	BA/BS or Equivalent Hours
8.75%	Advanced	AA/AS or Equivalent Hours
10.00%	Advanced	BA/BS or Equivalent Hours

See DPSST Sworn Personnel certification Standards.

30.2. Longevity

Longevity merit incentive shall be paid in accordance with the following schedule only to those employees with five (5) or more years of service with the City on or before ratification of this Agreement, who elect to be grandfathered into the longevity premium program in lieu of eligibility for advancement to a sixth (6^{th}) step at five percent (5%) above Step 5. The one-time election must have been made by eligible employees during the window period established by the City following ratification of the 2002-2004 Agreement.:

2% after 5 years

3% after 6 years

4% after 7 years

5% after 8 years

6% after 9 years

7.5% after 10 years

10% after 15 years

Employees with less than five (5) years of service with the City on or before ratification of this Agreement, will not be eligible for longevity under this section, but will be eligible for advancement to Step 6 consistent with Article 29, Section 29.2 governing schedule movement.

The above percentages shall be applied to the individual employee's base salary but not to exceed a maximum of the top step of the police officer classification salary. These percentages shall be applied to the base pay step, not including educational incentive pay to previous longevity increases (i.e., shall not be compounded).

30.3. Special Assignment Pay

Recognizing the right of the City to transfer and assign as determined by the Chief, special assignment pay will be paid per an employee's current assignment as follows

Motorcycle[1]	5%
K-9[2]	5%
Detectives	5-10%
TNT/Crisis Negotiation Unit	3-5%
SRO	3-5%
Transit Police[3]	2.5%
Field Training Officer/Coach (Patrol Only)[4]	2.5%
Mental Health Response Team	5%

[1] Motorcycle Officer activities shall be conducted on-duty. Acceptance of the assignment is based upon willingness to care for the motorcycle off-duty. Employees who serve as Motorcycle Officers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity and shall not receive overtime wages for off-duty care of the motorcycle. The parties intend to compensate for any off-duty care, cleaning, fueling, feeding or grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the motorcycle. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the motorcycle does not constitute "hours of work" solely because of being on the bike. Motorcycle Officers shall not be entitled to a call back premium when duty concerns maintenance of the motorcycle. Such time shall be treated as overtime.

[2] An evaluation of the time needed for routine care, inclusive of feeding, grooming, and exercise, has determined that 30 minutes per day is reasonable and sufficient to meet those daily responsibilities. At the discretion of the city, the employee may be relieved from duty for the equivalent of 3.5 hours per workweek to offset this time or be assigned a full shift and receive additional compensation for those 3.5 hours beyond their regularly scheduled shift. Canine handlers will not be granted the 30 minutes per day when they are not physically caring for the dog (i.e. when dog is kenneled or being cared for by another party).

[3] The Transit Police Division special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility and the prerequisites of the IGA (Intergovernmental Agreement) between TriMet and the City of Tigard. The Transit Police Position has a regular work schedule as defined in article 12.2(a) and (b). It is agreed that the hours worked by the Transit Police Officer may be flexed. When a Transit Police Officer's shift assignment is changed with the Transit Police unit, this shift change shall be completed pursuant to Sections 25.3 (overtime Waiver) and 25.4 (Adjustment of Schedule at Rotation) of the contract.

[4] FTOs also receive an additional 2.5% when actively training a recruit. See Article 30.7.

Except in the case of Motorcycle, Mental Health Response Team, and K-9 assignments, employees will receive 3% (5% for detectives) for the first year in any assignment and will be eligible for an increase to 5% (10% for detectives) after serving in the assignment for one year.

Employees who have previously served in the assignment for more than one year shall start at the higher percentage.

Notwithstanding any other provision of this Section 30.3, no employee may receive more than a total of 10% in special assignment pay.

For career development, an employee may volunteer to work a shift in a specialty assignment in order to determine whether they wish to put in for such assignment. The Chief, in their discretion, may approve such voluntary assignment, based on operational needs. In such case, the employee shall not receive assignment pay for the shift in question nor shall the employee be eligible for shift differential under Article 13.4 for the shift in question.

Staff assigned to the operations division and receiving special assignment premiums shall bid based on seniority within the previously identified shift slots and no more than two (2) identical specialty assignment positions may have a common training day on each shift.

30.4. Bilingual Incentive

An employee shall be eligible to receive a three percent (3%) Spanish language premium if they provide the City with proof on an annual basis that they meet standards acceptable to the City. The City may determine that other languages qualify for the foregoing bilingual incentive based on a demonstrated need.

30.5. Standby

Any employee required to be on standby, whether on a weekend or during the workweek, will be compensated two dollars and twenty-five cents ($2.25) for every hour so acting. Employees on standby must be available by phone, able to respond within one hour of being called, and fit for duty.

30.6. Acting Supervisor

Appointment of non-supervisory personnel to a supervisory position may be made on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned.

30.7. Coaching

When a Field Training Officer assigned to patrol is actively training a recruit, they will receive two and one-half percent (2.5%) for all hours worked in the pay period in addition to the two and one-half percent (2.5%) specialty assignment pay in Article 30.3.

When an employee, other than a Field Training Officer assigned to patrol, is formally assigned by the supervisor to actively train a probationary employee or an employee entering a new assignment, they will receive a premium of five percent (5%) of base salary rate for all hours worked in the pay period.

30.8. Higher Classification

Employees assigned to work in a higher classification, other than what is described in Sections 30.6 & 30.7 of this Article, shall be entitled to a five percent (5%) premium for all time so assigned.

30.9. Take-Home Cars for Employees in Detective Assignments

The City agrees that it will provide a take-home car for any employee in a Detective assignment.

30.10. ORPAT Incentive

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police and will allow for make-up tests and re-tests as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off duty and without compensation. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

Those Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars ($250.00). An employee may take the ORPAT twice/year, with a maximum incentive of $500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within (1) month after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within (2) months after the Employee's request.

If an Employee passes the ORPAT on their re-test they will receive an incentive bonus of one hundred and fifty dollars ($150). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, bona-fide illness or injury or other reasonable conflict, the Employee may request a makeup test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police.

For make-up tests or re-tests to qualify, officers must first obtain pre-authorization from the Chief, and then coordinate the make-up or re-test with a local police agency, when that agency is running their own testing.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined-in this agreement, will not be negatively impacted.

30.11. Shift Work Premium

An employee regularly assigned to swing shift will receive an additional premium of two percent (2.0%). Swing shift is defined as a majority of the workday after 1400 hours. An employee regularly assigned to night shift will receive an additional premium of three percent (3.0%). Night shift is defined as a majority of the workday after 2200 hours. Employees may be eligible for the swing shift premium or night shift premium but not both.

ARTICLE 31 – SAVINGS CLAUSE

If any article or section of this Agreement or any amendment thereto should be rendered invalid by operation of law, or held invalid by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be rendered unlawful by any lawful tribunal having jurisdiction, by statute passed after the effective date of this Agreement, or

by the decision of a court of competent jurisdiction involving the same or similar language contained in the collective bargaining agreement of another public agency in Oregon, the remainder of this Agreement and addenda shall not be affected thereby, an the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32 – LEGAL DEFENSE FUND

32.1. The Association shall take steps necessary to ensure that all represented employees of the bargaining unit, who are eligible, are enrolled as participants in Plan II and Plan VI of the Legal Defense Fund (LDF) of the Peace Officers Research Association of California (PORAC).

32.2. During the first calendar week of December, March, June and September of each year, the City and the Association shall ascertain the amount due to PORAC for enrolling all eligible bargaining unit represented employees in coverage under Plan II and Plan VIi for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of eligible bargaining unit represented employees employed by the City in December 1, March 1, June 1, and September 1 times the actual monthly amount charged by PORAC per covered employee per month for individual coverage, to a maximum amount of eleven dollars ($11.00) per represented employee per month, notwithstanding changes in staffing levels during individual calendar quarters.

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

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

32.5. The Association will extend PORAC Legal Defense Fund coverage to sworn non-represented police officers.

ARTICLE 33 – INABILITY TO PERFORM ESSENTIAL FUNCTIONS

33.1. *Brady* Disclosures

A. The parties recognize that United States Supreme Court has consistently held that prosecutors have a duty to disclose potentially exculpatory evidence to defense attorneys prior to trial. The parties acknowledge that there is a difference between a prosecutor's determination that it has a duty to disclose information about an officer and a determination that a prosecutor will not call an officer to testify.

B. A disciplinary action or any other adverse personnel action may not be undertaken by the City against an employee represented by the Association solely because that employee's name has been placed on a list maintained by a prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the employee's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 272 U.S. 83 (1963).

C. This Section (Article 33.1) does not prohibit the City from taking disciplinary action or any other adverse personnel action, including layoff, for inability to perform an essential function of the job (testifying or writing credible reports).

D. The City will contemporaneously provide written notice to the Association and copies of all materials provided to the prosecutor's office whenever the City refers a matter to a prosecutor's office for a Brady list review, or whenever the City is asked to provide materials to a prosecutor's office for the purposes of Brady list review by a prosecutor's office.

33.2. Inability to Perform Essential Functions

A. After any CBA investigative due process or any other type of due process has finally concluded that an employee is unable to perform an essential function of their job, for any reason other than a healthcare related reason, the City may place an employee on a non-disciplinary layoff – specifically identified as "inability to perform an essential function layoff."

B. To use this Section (Article 33.2), the City must provide written notice to the Association and impacted employee and an opportunity for the Association and/or impacted employee to respond. Along with the notice, the City will provide a copy of the information in its possession related to the impacted employee's inability to perform an essential function.

C. After discussing the matter with the Association, the City will issue a written decision to the employee and the Association about the impacted employee's employment status with the City.

D. If the circumstance that prevents the employee from performing an essential function is resolved, the employee will be recalled, provided there is an open position for which the employee is qualified. Recall rights under this provision will expire after twelve (12) months and are independent of layoff and recall rights under Article 24.

E. The parties agree that for purposes of this Section (Article 33.2) the ability to testify, carry a firearm, maintain DPSST certification, and drive a motor vehicle are essential functions for all sworn personnel.

F. This Section (Article 33.2) does not prevent the City from investigating misconduct or issuing discipline based upon the circumstances that led to an employee's inability to perform an essential function of their job.

33.3. This Section (Article 33.2) does not apply to any situation where an employee is unable to perform an essential function of their job due to a healthcare condition.

ARTICLE 34 – RECOUPMENT OF MONIES - OVERPAYMENT AND UNDERPAYMENT

34.1. In the event an employee is either overpaid or underpaid by the City, the party that first learns of the payment error has an obligation to report the error, in writing, to the other party as soon as the error is discovered and not later than seven (7) calendar days to the Human Resources department of the City. For this Article Monies will mean anything related to wages, benefits, reimbursements and/or advances.

34.2. The City will provide written verification to the Association and the impacted employee. The City and the Association, on behalf of an employee represented by the Association, will work collaboratively to address the error.

A. Errors resulting in under-payments to the employee will be repaid in full by the City within fourteen (14) calendar days of the verification of the underpayment.

B. Errors resulting in overpayments to the employee will be repaid by the employee to the City in one (1) of the following ways by the employee electing one (1) of the below options within fourteen (14) calendar days:

i. The employee may elect in writing to have the entire overpayment recouped from the employee's next available paycheck following the discovery and verification of the overpayment; or

ii. The employee may elect in writing to repay the overpayment in equal increments over the same number of pay periods in which the error occurred. For example, if an employee was overpaid by $100 per pay period for five (5) pay periods, the employee may repay $100 per pay period during the next five (5) pay periods after the error is discovered.

iii. If an employee ends employment before the overpayment is repaid, the remaining amount owed will be deducted from the employee's final paycheck, including any vacation, comp time, and holiday-in-lieu payouts, up to the employee netting at least the statutory minimum in ORS 18.385 (Wage Exemption) (after deducting for taxes and other legally required garnishments, such as support obligations). The employee will also be expected to make arrangements with the City to reimburse any remaining balance within sixty (60) days. Failure to satisfy this obligation will result in the collection of debt as provided by law.

iv. In lieu of the repayment options outlined in 34.2(b)(i-iii) above, the employee and the Human Resources Director or designee may agree to another repayment schedule so long as it does not extend the repayment period and so long as the Association is in agreement as to the terms of the repayment.

34.3. If an employee does not elect option 34.2(b)(i-iii) within fourteen (14) calendar days of being notified of the overpayment, the entire overpayment will be recouped from the next available paycheck or paychecks until the amount is recouped.

ARTICLE 35 – TERMINATION

The July 1, 2023, wage increase set forth in Section 29.1 is effective and retroactive to July 1, 2023. The rest of this Agreement shall be effective as of the date of its signing by both

parties or as otherwise specified herein and shall remain in full force and effect until June 30, 2026.

The parties agree to commence negotiations on or before February 15, 2026, for a successor Agreement. This contract shall remain in full force and effect during the period of negotiations.

The parties agree to administer this contract and negotiate for a successor agreement in accordance with ORS 243.650, et seq., the Oregon Public Employees Collective Bargaining Law.

Signed this ___ day of _____ 2023.

CITY OF TIGARD, OREGON	TIGARD POLICE OFFICERS' ASSOCIATION
_____	_____
City Manager	TPOA President
Date: _____	Date: _____

ADDENDUM A – SALARY SCHEDULE

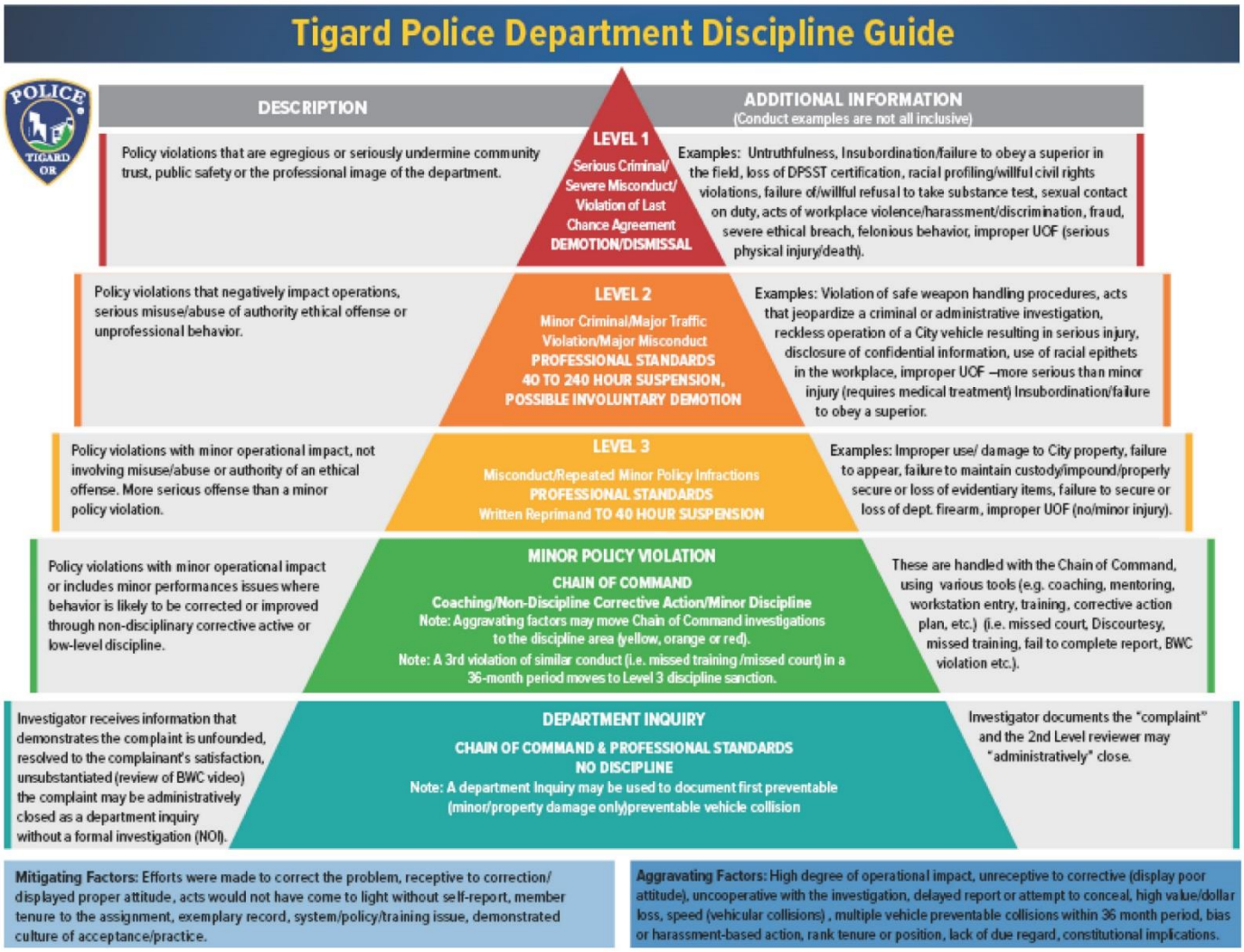
Updated on 8/29/2023

City of Tigard
2023 - 2024 Salary Schedule
(Effective July 1, 2023)
TPOA Group

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P6	*Monthly*	$4,325.22	$4,542.28	$4,767.27	$5,005.51	$5,255.65	$5,519.03
Police Records Specialist	*Hourly*	24.9532	26.2055	27.5035	28.8779	30.3211	31.8405
	Annually	51,902.67	54,507.34	57,207.29	60,066.07	63,067.78	66,228.32
	Pay Period	1,996.26	2,096.44	2,200.28	2,310.23	2,425.68	2,547.24
P10	*Monthly*	$4,773.89	$5,010.80	$5,260.94	$5,526.97	$5,802.26	$6,093.43
Property Evidence Specialist	*Hourly*	27.5417	28.9085	30.3516	31.8864	33.4746	35.1544
Police Admin Specialist	*Annually*	57,286.70	60,129.60	63,131.31	66,323.61	69,627.09	73,121.15
	Pay Period	2,203.33	2,312.68	2,428.13	2,550.91	2,677.96	2,812.35
P11	*Monthly*	$4,891.68	$5,136.53	$5,393.29	$5,663.29	$5,946.52	$6,244.31
Community Service Officer	*Hourly*	28.2213	29.6338	31.1152	32.6728	34.3068	36.0249
Traffic Agent	*Annually*	58,700.21	61,638.40	64,719.52	67,959.47	71,358.24	74,931.71
	Pay Period	2,257.70	2,370.71	2,489.21	2,613.83	2,744.55	2,881.99
P19	*Monthly*	$6,412.23	$6,572.54	$6,900.77	$7,246.20	$7,608.85	$7,989.29
Police Officer	*Hourly*	36.9937	37.9185	39.8121	41.8050	43.8972	46.0920
	Annually	76,946.80	78,870.47	82,809.22	86,954.45	91,306.14	95,871.45
	Pay Period	2,959.49	3,033.48	3,184.97	3,344.40	3,511.77	3,687.36

Salary is effective 07/01/2023
includes 6% COLA plus 1% Market Adjustment

ADDENDUM B – DISCIPLINE MATRIX



4859-3023-0399, v. 2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TIGARD POLICE OFFICERS' ASSOCIATION

AND THE

CITY OF TIGARD

Expires: June 30, 2026

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PREAMBLE

TA'd CCL – 5.15.23

This contract entered between the City of Tigard, Oregon, hereinafter referred to as the "City," and the Tigard Police Officers' Association, hereinafter referred to as the "Association," has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

TA'd CCL with Traffic Agent added to list of EEs covered and Traffic Agent is on wage scale at P11– 5.15.23

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit as set forth in Addendum A.

The City shall notify the Association of its decision to add any new classifications to the Police Department. If the City and the Association cannot agree whether a new position is supervisory, managerial, confidential, or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such a new position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled.

The bargaining unit shall consist of those classifications listed in Addendum A that are regular full-time employees and those employees within those classifications that are regularly scheduled to work 20 hours or more per week, excluding supervisory and confidential employees as defined by the Public Employees' Collective Bargaining Act.

ARTICLE 2 – MAINTENANCE OF STATUS QUO

TA'd CCL – 5.15.23

The City shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining or the mandatory bargainable impacts, whether or not they are covered by this agreement, if the City intends to alter, change or modify such conditions.

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 the Association President or designee with written notice of the proposed change. The Association shall have ten (10) days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746 by requesting a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike names and the last one (1) will be the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of their selection, or at such other time as the parties mutually agree.

ARTICLE 3 – CHECK OFF AND ASSOCIATION DUES

TA'd 8/24/23

3.1. Membership

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit.

The City recognizes the Association as the exclusive representative of all employees in bargaining unit positions, including nonmember employees, as provided for by PECBA related to mandatory subjects of bargaining, mandatory impacts/effects, and the application, administration and enforcement of this Agreement.

Payment of the Association dues or other fees, as provided for in Section 3.2, and any initiation fees shall be indication of the employee's desire to become a member of the Association. Each employee of the bargaining unit shall be entitled to withdraw from

membership in the Association by giving of written notice to the Association and the City, per Section 3.2.

3.2. Check-off

The City, when so authorized and notified in writing, by the Association President or designee, or by an employee member of the Association, will deduct regular Association dues or other fees from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the first day of the following pay period. The City will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, when requested by the City, the Association will provide the record of dues deductions authorizations made to the Association by an employee.

Such payroll deducted funds shall be remitted promptly to the designated Association officer or transferred to the Association's bank account designated by the Association to receive such funds by use of electronic funds transfer (EFT) arrangements suitable to the parties' respective financial institutions. The parties will devote necessary, reasonable effort to establish and maintain electronic funds transfer (EFT) methods as a matter of mutual convenience and efficiency.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

3.3. New Hires

The City will notify the Association, in writing, of all new hires in the bargaining unit, no later than ten (10) calendar days after the employee's start date. Included in the notice, the City will furnish the Association with the new employee's name, home address, personal email

address and personal phone number (if provided to the City), the position for which they were hired, the date of hire, the hourly wage rate, incentives (if any), and leave accrual rates.

An Association representative may meet with any new hire for up to one (1) hour during the new hire orientation. Such meeting shall be paid for both the new hire and the Association representative, provided however that no overtime shall be incurred as a result of such meeting.

3.4. Indemnification

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City resulting from any City action taken in good faith pursuant to the provisions of this Article.

ARTICLE 4 – EMPLOYEE RIGHTS

TA'd CCL – 5.15.23

4.1. Employee Organizations

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 his exercise of these rights.

4.2. Non-Discrimination

The City and the Association agree the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, labor organization affiliation, or political affiliation.

ARTICLE 5 – MANAGEMENT RIGHTS

TA'd CCL – 5.15.23

The City administration and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and

methods of operation, including subcontracting and the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge for cause; to determine job descriptions; determine work schedules, to establish performance standards, and assign work; and any other rights except as provided in Article 2 of this Agreement.

TA'd CCL – 5.15.23

ARTICLE 6 – CITY SECURITY

The Association agrees that during the term of this contract its membership will not participate in any strike against the City under any circumstances. For the purpose of this contract, the meaning of the word "strike" is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including discharge.

TA'd 6.14.23

ARTICLE 7 – ASSOCIATION BUSINESS

7.1. Association Business

A. At least once per calendar year, the Association will certify to the City's HR Director or designee and the Chief of Police or designee an up-to-date list of Association Officers and/or Representatives. The list will consist of members of the bargaining unit selected to serve as authorized representatives of the Association. When authorized in advance, up to two (2) representatives shall be granted time off without loss of regular pay for the purpose of meeting with City representatives. Employees may attend Association meetings on duty, subject to call, when authorized by the Chief of Police.

B. Association activities requiring the engagement of association representatives during their regularly scheduled work hours are permitted in accordance with ORS 243.798.

7.2. Contract Negotiations

A. The Association's negotiating team may be comprised of more than three (3) employees; provided however, that the City's obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to three (3) individuals.

Hours spent in negotiations during a negotiating team member's regularly scheduled shift will be considered hours worked in determining the payment of overtime.

B. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

7.3. Special Conferences

A. Special conferences to discuss employment relations matters shall be arranged between the Association and the City or its designated representatives within a reasonable period of time after either party receives a request from the other party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the request to confer is made. The Association members shall not lose time or pay for time spent in such conferences.

B. Members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained. The maximum number of days to be paid by the City shall not exceed an aggregate of six (6) conference days per year. The City shall not pay for travel, lodging, or per diem expenses of the members attending the conferences.

7.4. Use of City's Email System

A. The parties recognize that the City's communications devices are the sole property of the City. These resources are provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City communications in the City system at any time.

B. Certified Association Officers and/or Representatives may use the City's E-mail system to conduct Association business for the limited purposes of:

(a) Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);

(b) Scheduling meetings among Association Officers and/or Representatives (date, time, place, and agenda); and/or

(c) Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices).

C. E-mail from the Association to its members, about the scheduling of meetings, meeting agendas and issues to be voted on, may be read while on duty, provided that the Association email does not interfere with the performance of assigned duties. E-mail from the Association to its members, about topics other than meetings, will be read only before or after the members' work shift.

D. Certified Association Officers and/or Representatives may use the City telephone, voice mail, fax machines and mailboxes for communications that are generated by the City or are from the Association to the City. The use of the Police radio system, City issued cell phones or MDTs is specifically excluded.

E. The parties recognize that misuse of the City's communication systems is considered a violation of policy and the parties agree that any violation of City policy related to the use of the City's E-mail system may result in discipline, up to and including termination.

ARTICLE 8 – GENERAL AND SPECIAL ORDERS

TA'd CCL – 5.15.23

The City will furnish the Association with copies of all general or special orders from within the Police Department promulgated during the term of this Agreement pertaining to wages, hours, and conditions of employment.

ARTICLE 9 – DEPARTMENT MANUAL AND CONTRACT

TA'd CCL – 5.15.23

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the Department Manual and a copy of this contract as provided by the Association for distribution.

TA'd CCL – 5.15.23

ARTICLE 10 – BULLETIN BOARD

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its postings to Association business. Only members of the bargaining unit may post or remove items on the Association bulletin board. In the event the City desires that an item be removed, it will contact the Association with a request for such. The item will be removed if found inappropriate by the parties.

ARTICLE 11 – OUTSIDE EMPLOYMENT

TA'd CCL – 5.15.23

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief.

ARTICLE 12 – HOURS OF WORK

TA'd 8/24/23

12.1. Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven-day calendar period commencing midnight Sunday and ending midnight the following Sunday.

12.2. Work Schedule

A "work schedule," consistent with the operating requirement of the City, shall be a 5-8, 4-10, 9-80, alternative work week, flexible, or part-time schedule as follows:

(a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.

(b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.

(c) A "9-80" work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5^{th}) day.

(d) The City and the Association may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

(e) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee, and unless otherwise agreed, shall have no maximum or minimum number of work hours per day or workdays per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule. The parties agree that all Detective assignments shall be on a flexible work schedule. The determination of any additional assignments that are expected to work a flexible work schedule will be subject to bargaining between the City and the Association. In the event the parties are unable to reach agreement, such matters may be pursued through the mid-term bargaining procedures set forth in Article 2. Detectives shall not be removed from the on-call roster just because they have reached 40 hours worked in the workweek.

(f) A variable work schedule will be applicable to special assignments for Gang Enforcement, Transit Police and Street Crimes Units. Section 12.6 (Work Schedules) and 13.4 (Shift Differential) are not applicable to employees in these assignments. Hours worked by these assignments will not be flexed for purposes of mandatory training, court appearances, the avoidance of the Safety Release as defined in Article 12.7 and the avoidance of overtime thresholds as defined in Sections 13.1 (daily overtime) and 13.3 (call back). When either of these shift assignments are changed within the respective units, the shift change shall be completed pursuant to Sections 25.3 (overtime waiver) and 25.4 (adjustment of schedule at rotation) of the agreement.

(g) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

(h) These schedules shall include meal and rest periods as set forth in this article.

12.3. Workday

The workday shall be a twenty-four (24)-hour period commencing at the start of the employee's regularly scheduled shift.

12.4. Meal Period

Each employee covered by this agreement will be permitted a thirty (30) minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

12.5. Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each workday, to the extent consistent with operational or duty requirements.

12.6. Work Schedules

An employee will normally be given adequate advance notice of any change in regular hours of work, except where an emergency exists. Notice will not be given less than two (2) weeks prior to the employee's change of work schedule, except where a change of schedule is for the purpose of the employee's voluntary training or for the purpose of adjusting the schedule of a probationary employee not released for solo status.

12.7. Safety Release

Employees working sixteen or more hours in a twenty-four-hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their next consecutive scheduled shift off with pay. In such event, no deduction shall be made from the employee's leave. If employees are directed to work their next consecutive scheduled shift, they shall be paid at the rate of time and one-half for such shift. The twenty-four-hour period described herein shall commence at the start of the employee's regularly scheduled shift

Employees who do not receive eight (8) consecutive hours off either before or after a court appearance or mandatory training will receive sufficient administrative hours off with pay to equal eight (8) hours off. Employees working the graveyard shift, K-9 and night traffic car,

who appear in court on the day before the start of the first day of their consecutive work days shall receive sufficient administrative hours off with pay to equal eight (8) consecutive hours off after their court appearance.

Employees assigned to any Detective assignment (including Narcotics and Metro Gang Enforcement) shall not be subject to Section 12.7.

TA'd 7/19/23

ARTICLE 13 – OVERTIME AND PREMIUM PAY

13.1. Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

(a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any workday, and all work performed on a regularly scheduled day off.

(b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any workday and all work performed on a regularly scheduled day off.

(c) Employees assigned to a 9-80 schedule (consisting of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day) receive overtime for work time required outside their regularly scheduled work day hours (9 or 8 based on the day within the schedule) and for any work required to be performed on their regularly scheduled days off. For FLSA purposes, the work week begins at the halfway point of the eight-(8) hour day and runs for seven (7) calendar days, establishing each week as a forty (40) hour work week.

(d) All work in excess of forty (40) hours in a work week; however the Basic Academy Recruit Assignment (BARA) overtime shall be based on all hours in excess of eighty (80) hours in a pay period, consistent with a 14-day work period in accordance with a 7(k) exemption under FLSA.

(i) While employees are in BARA, sections (a) and (b) above shall not be applicable and call-back and other provisions of this article shall not apply,

except when on BARA and required to work beyond five (5) consecutive days in a week, a sixth (6^{th}) work day without a day off.

(ii) BARA will run for up to one week in advance of the start of an employee's Basic Academy and up to one week following the successful graduation from Basic Academy, dependent upon how the pay periods fall relative to the employee's academy start date.

(iii) Employees will not transition into or out of BARA and the 80-hour 7(k) exemption schedule except at the start of a pay period.

During shift rotation, only the daily overtime threshold (work over eight (8) or ten (10) hours in a day) of Article 13.1 will apply and overtime otherwise will be governed by Article 25, Section 25.3.

All overtime pay shall be computed to the nearest one quarter (1/4) hour. Paid compensatory time off and all other paid time off, unless otherwise specified in this agreement, shall be counted as hours worked for purposes of determining overtime compensation. All nonpaid time off shall not be counted as hours worked for purposes of determining overtime compensation.

13.2. Form of Compensation

The employee may elect to be compensated for all overtime in cash, or to accrue compensatory time to the extent such is allowed by law, to a maximum accrued balance of sixty (60) hours, with the remainder to be paid in cash. Compensatory time off requests shall be treated consistently with all other time off requests. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act.

Employees may contribute unused compensatory time to a bank which shall be maintained as an Association leave bank to be utilized by representatives of the Association to conduct business. The Association leave bank may contain no more than 200 hours of accumulated leave at any one time, and shall be accessed only when authorized by the Association. Leave from this bank of time will be scheduled by mutual agreement.

13.3. Callback

When an employee must appear in court outside of their regular shift or is called-back to work overtime outside of their regular shift or on a previous scheduled day off, the employee shall be compensated for four (4) hours or actual time worked, whichever is greater, at the overtime rate. The four (4) hour minimum shall not apply if the court or call-back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift or if the employee is subpoenaed to appear in court during a regularly scheduled shift and subsequently requests and is approved time off. The employee may elect compensatory time in lieu of overtime pay as provided in Article 13.2.

For purposes of this Section, court time starts from the Police Department unless the employee goes directly to court from home, in which case the time starts from the employee's arrival at court. As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on callback until finally released for the day by the court. Employees traveling to Washington County Court from the Police Department will have the start time begin one hour prior to the scheduled court appearance.

The parties agree that employees working in Detective and CCU assignments shall be eligible for call-back pay under the foregoing provisions, despite the fact that such employees are on a flexible work schedule in accordance with Section 12.2(d), above. For Detectives and CCU, the end of their "regular shift" shall be the time they left work on a particular day. The start of their "regular shift" shall be the time they were scheduled to come in on a particular day.

13.4. Court Cancelation

An employee subpoenaed for court, who is not notified of a cancellation (meaning employee called the court docket line by 8:00 p.m., but after 5:00 p.m., with no indication of cancellation and was not notified otherwise via the phone number and/or email they provided) on or before 8:00 p.m. of the evening prior, is entitled to two (2) hours of overtime, unless covered by Section 13.3. This applies to any member of the bargaining unit not on a flexible work schedule.

13.5. Shift Differential

Any member of the bargaining unit who has been employed at least one (1) year and who is required to work two (2) or more different shifts within a normal work week shall be compensated with two (2) hours of overtime for that week. This differential shall not apply when the above occurs as a result of mutual agreement between members of the bargaining unit for their own personal benefit. A person who has been employed at least six (6) months but less than one (1) year shall be entitled to shift differential if adjusted for purposes other than training.

13.6. Phone Calls While Off Duty

If an employee receives a phone call from a supervisor while off duty that is related to their work for the City, the employee shall be paid for the actual time spent on the phone or one-quarter hour, whichever is greater.

13.7. No Pyramiding

The City shall not be required to pay twice for the same hours.

TA'd 7/19/23

ARTICLE 14 – HOLIDAY COMPENSATION

14.1. In lieu of holidays off, each full-time employee shall be credited with nine (9) hours of holiday time or cash, at the option of the employee, for each month worked. If the employee elects to receive holiday time, such time off shall be credited to their vacation/holiday account. Part-time employees shall receive a prorated holiday time credit on a prorated basis to that of a forty (40) hour employee.

14.2. Within thirty (30) days of the dates specified herein, employees will be required to advise the City what portion of their holiday time is to be converted to their vacation/holiday account and/or paid monthly or on the dates specified below. If an employee elects to have a portion of their holiday hours paid, such payment shall be made on December 1 and/or June 1 of each year and shall not exceed forty-eight (48) hours on either date. The City will provide employees with a selection form and each employee will be required to make a selection and return the form within the time period described in this section 14.2. Employees electing to take such payment may also elect to have the payment made to their deferred compensation account, through the current method of completing the proper forms, so long as the amount does not place them above the Federal maximum for the calendar year.

ARTICLE 15 – VACATIONS

TA'd 8/24/23

15.1. Accrual

Vacations shall accrue as follows:

Years of Continuous Service	Monthly Accrued Rate	Annual Hours	Equivalent Accrual Days
0-60 months/0-5 yrs	8 hours	96	12
61-120 months/5-10 yrs	10 hours	120	15
121-180 months/10-15 yrs	12 hours	144	18
180-240 months /15-20 yrs	13 1/2 hours	162	20.25
Over 240 months/Over 20 yrs	16.0 hours	192	24

Notwithstanding the above specified rates of vacation accrual, no employee shall be allowed to accumulate vacation/holiday in excess of 300 hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday so they are not denied accrual of additional vacation. If an employee is unable to take vacation, the cap will float up to a maximum of 320 hours, only if the employee has submitted a memo to their supervisor, prior to reaching 300 hours, that includes a plan for how/when they will reduce their balance back safely below the 320-hour cap. If then, the employee is unable to keep the plan due to the operational needs of the department, they may make arrangements with the Chief to exceed the maximum accrual specified above, so long as a revised plan for reduction is prepared that will reduce the balance safely below the 300-hour cap within a reasonable period of time. No employee shall be allowed to exceed the maximum accrual of 300 hours for more than a four-month total period.

Accrued vacation shall be credited as earned vacation for each month of service. Parttime employees shall be credited with earned vacation on a prorated basis to that of a forty (40) hour employee, in accordance with the above schedule. Vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service. The City may waive the six (6) months

of continuous service requirement for lateral hires in its discretion. Subject to applicable state law, the City may credit lateral hires with up to 120 hours of vacation leave at the beginning of their employment or allow lateral hires to draw on future accruals during their first six (6) months of employment in its discretion.

15.2. Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Within fifteen (15) days after the completion of each shift bid, the City shall post a vacation bid sheet for two weeks. The most senior employee within each classification shall be afforded the first selection of vacation for the upcoming six-month shift bid period, followed by the next most senior employee within each classification, and so on. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the shift bid period in which vacation is available. A bid vacation will not be denied solely because it overlaps another bid vacation so long as the overlap does not exceed two days. After the seniority vacation selection as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

15.3. Separation

All employees shall be entitled to payment for unused vacation/holiday and comp time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

15.4. Bonus

Employees, at their option, may elect to be paid up to forty (40) hours of accrued vacation in addition to vacation time taken when they take vacation leave totaling 40 hours paid time per fiscal year.

ARTICLE 16 – INSURANCE BENEFITS

TA'd 8/24/23

16.1. Health, Dental and Vision Insurance

For the duration of this Agreement, the City agrees to provide health coverage through Regence Copay F and Kaiser Plan B, both including vision, and dental insurance through Delta

Dental, Kaiser Dental, or Willamette Dental or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners, so long as domestic partners are allowable under the plans. For employees regularly scheduled to work thirty (30) hours per week or more, the city will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost. If an excise tax is incurred by the City on behalf of an employee as imposed by the carrier because of the Affordable Care Act or amendments, this article shall re-open to negotiate potential changes to the existing medical plan and/or VEBA to reduce the total cost of these combined benefits in an effort to reduce and/or eliminate the impact of the excise tax.

16.2. Part-Time Employees

For employees regularly scheduled to work less than thirty (30) hours but more than twenty (20) hours per week, the City will pay fifty percent (50%) of the premium cost and the employee will pay fifty percent (50%) of the premium cost if the employee elects to receive coverage. The employee premium cost contribution will be paid via payroll deduction.

16.3. Payroll Deduction

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 16, Section 1 with or without the employee's individual authorization.

16.4. Life and Disability Insurance

The City agrees to provide and maintain life insurance in the amount of $50,000 (plus $10,000 additional life insurance for sworn officers per ORS 243.025) and disability insurance plan which provides for a benefit of $5,000 per month or a substitute plan of the same service delivery type at substantially the same or a better benefit level at no cost to the employee. The City agrees to make optional voluntary life insurance available for employee purchase subject to the limits available to the City.

16.5. Physical Examinations and Capability Test

The City may require each employee to take a physical examination, or it may choose to require such an examination only for sworn officers. Each employee who is required to take such

an examination may choose to use their own physician, at the employee's expense, or to use a physician designated by the City, at the City's expense.

The spirit of the physical examination and the annual physical capability test is for the welfare of the employee and is not intended to be punitive in any manner. The physical examination will focus on specific health maintenance issues and early identification of potential job-related health problems in the future.

The report form will address only those health issues related to personnel in their specific working environment. Access to the report is limited to the City Manager, Chief of Police, Human Resources Director, and the named employee.

16.6. Retirement

The City shall continue to participate in the Public Employees Retirement System for sworn officers employed by the City prior to August 28, 2003, and who are eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733 Oregon, Laws 2003. The City shall participate in the Oregon Public Service Retirement Plan for sworn officers employed by the City on or after August 28, 2003, who are not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.

On behalf of employees in the Public Employees Retirement System, the City will continue to "pick up" the employee contribution as the law requires. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003. Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS litigation.

On behalf of employees in the Oregon Public Service Retirement Plan, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account when the employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003. The employee's contributions paid by the City shall not be considered to be

"salary" under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a member's "final average salary" under section 10 of chapter 733, Oregon Laws 2003, or "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to section 32 of chapter 733, Oregon Laws 2003.

All non-sworn employees will receive a vested benefit into the City's retirement program after six (6) months of continuous service with the City. The City's contribution will be ten percent (10%) of the employee's base salary.

16.7. Liability

The City shall continue liability protection as required by ORS 30.260 through 30.300 (Oregon Tort Claims Act). The City may choose to self-insure.

16.8. Plan Descriptions

The City will annually provide each employee with a list and description of those insurance plans which this contract enumerates and a list and description of those plans which are available as options to City employees.

16.9. Flexible Spending Account

The City will make available the IRS Section 125 flexible spending account (FSA) for pre-tax group premiums, dependent care and other approved medical reimbursement purposes. The City shall continue to provide a Flexible Spending Account but reserves the right to cancel access to the medical FSA should the excise tax provisions of the ACA or other provision place the City in jeopardy of being charged for the program on an individual or citywide basis. The City agrees that should the program be canceled it would not impact the dependent care FSA option. If such change were needed, it would be at the start of a month and the city would provide at least thirty (30) days' notice to the Association.

16.10. Voluntary Employee Benefits Account

To help offset the cost of premium contributions or other health insurance expenses elected by the employee and the economic impact associated with the employees' portion of the Paid Leave Oregon contribution, the City will contribute $1,200 annually ($100 per month) to a Voluntary Employee Benefits Account (VEBA) on behalf of each bargaining unit member regularly scheduled to work thirty hours (30) per week or more

Effective January 1, 2024, the City will contribute $1,500 annually ($125 per month) to a Voluntary Employee Benefits Account (VEBA) on behalf of each bargaining unit member regularly scheduled to work thirty hours (30) per week or more. Should the excise tax provisions of the ACA or other legislation place the City in jeopardy of being charged for the program on an individual or citywide basis, the VEBA contributions would be converted to non-matching deferred compensation contributions. If such a change were needed, it would be at the start of a month and the city would provide at least thirty (30) days' notice to the Association.

16.11. Deferred Compensation

New employees shall be automatically enrolled in the 457(b) deferred compensation plan and contribute one percent (1%) of their compensation to the plan. Contributions will be automatically directed to the default plan as determined by the Plan Governance Committee. Employees may opt out of the program, change their contribution amount, or redistribute their investment strategy at their discretion in accordance with plan rules.

The City will contribute one percent (1%) of base salary into the deferred compensation account of sworn employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For sworn employees who have completed fifteen (15) or more years of service, the City will contribute a total of one and one-half percent (1.5%) of base monthly salary into the employee's deferred compensation account.

The City will contribute two percent (2%) of base salary into the deferred compensation account of non-sworn employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For non-sworn employees who have completed fifteen (15) or more years of service, the City will contribute a total of two and one-half percent (2.5%) of base monthly salary into the employee's deferred compensation account.

Contributions made by the City shall begin on the first payroll following December 1 of the year in which the employee reaches the years of service milestone (ten (10) and fifteen (15) respectively). If the employee notifies Payroll anytime on or after their anniversary date, the contributions will start within thirty (30) days following notification. To be eligible, an employee must meet the years of service requirement and have completed and filed the

paperwork necessary to open and direct the contribution to an individual deferred compensation account.

For the purposes of this Section, base salary is defined as the salary range and step of each individual as provided in Addendum A of this Agreement. This Section shall not apply to TPOA members currently receiving longevity payments pursuant to Section 30.2 of this Agreement. No contributions by the City pursuant to this section shall be retroactive.

16.12. Wellness Membership

The City will provide each employee a monthly membership to a physical fitness facility, upon request. The membership will be valid at multiple locations in the City of Tigard and Washington County.

TA'd 7/19/23

ARTICLE 17 – SICK LEAVE

17.1. Purpose

The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness or other approved reason causing absence as noted in Section 17.6. Sick leave is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

17.2. Accrual System

Employees shall be credited with forty (40) hours of sick leave front loaded each year and then two and sixteen one-hundredths (2.16) hours for each full pay period worked. Sick leave may be accrued without limit, except as provided for conversion to retirement.

17.3. Part-time Employees

Sick leave benefits for part-time employees shall be granted on a prorated basis to that of a forty (40) hour employee.

17.4. Utilization

Accumulated sick leave shall be payable at the employee's regular straight-time rate in an amount equal to the time the employee would have worked, to a maximum of ten (10) hours per day. Employees may utilize their sick leave whenever they are unable to perform their work

duties by reason of their own illness or non-occupational injury or that of a covered family member.

17.5. Notification

Under normal circumstances, employees are expected to notify their supervisor at least one (1) hour prior to the start of their shift; however, if the condition is unforeseen, employees are expected to notify their supervisor as soon as practical.

17.6. Family Use

Employees may use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. Members of the employee's family are defined consistent with Oregon Family Leave Act (OFLA) and Paid Leave Oregon. Variances to this policy are to be approved by the Chief of Police prior to authorization of sick leave.

17.7. Integration with Workers' Comp

A. In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

B. Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, they shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries authorized and compensable Workers' Compensation claims until 2160 hours of work are lost due to the injury.

C. After the employee has been compensated for 2160 hours of lost time, and for any period of time loss following the initial 2160 hours of work, relating to the same incident/injury, the eligible employee shall be required to use their sick leave, or accrued leaves, and/or other leave benefits coordinated with their workers' compensation benefits to attain their regular pay. It shall be the employee's choice as to what accruals and/or benefits are used by the employee. The employee must provide the City written authorization of which accruals and/or benefits the employee choose to use. If the employee fails to make a notification to the City then the City shall use accruals of the employee in the following order; Sick Leave, Vacation, Holiday, Comp Time.

17.8. Retirement or Death

A. Sworn employees covered by PERS shall have fifty percent (50%) of their unused sick leave credited to their retirement as per guidelines of PERS. In the event of the employee's death, the employee's heir or estate will receive a cash death benefit equal to one-half (1/2) of unused sick leave accrual at the time of death. This death benefit will be inapplicable if any portion of unused sick leave is converted for retirement or survivor benefits.

B. All other employees, including sworn employees under the Oregon Public Service Retirement Plan, who have completed 20 years of credited service and have reached their normal retirement date or have become disabled, shall have one-half (1/2) of their unused sick leave, excluding the first 350 hours[1], applied to their retirement benefit. This benefit can be a cash-out at the employee's regular straight-time rate or the time can be applied to enable the employee to retire early, if the plan allows. In the event of the employee's death, their survivors would receive the cash benefit equal to one-half (1/2) of the value of the employee's unused sick leave, pursuant to the limitations noted above.

17.9. Appointment Leave

Effective July 1, each employee shall receive sixteen (16) hours appointment leave to be used for medical or dental appointments. (Appointment leave must be used by June 30 of each year and is non-accumulative.)

17.10. The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave and Paid Leave Oregon. Beginning on September 1, 2023, or whenever Oregon Employment Department determines the have the actual start date, employees are eligible to take leave and receive benefits as provided under the Paid Leave Oregon program and applicable state law. Use of PLO leave is subject to the same notice requirements as FMLA and OFLA under City policy. As allowed by law, the City will run PLO leave usage by employees represented by TPOA concurrent with other protected leaves as required by state or federal law. Employees will be allowed to use any of their accrued City leave to supplement their PLO benefits~~, not to exceed 100% of an employee's total salary~~. .

17.11. Sick Leave Donation

An employee with a minimum of four hundred eighty (480) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to extended illness or injury. The

[1] Non-sworn employees, employed July1, 2014 or earlier, will not have the first 350 hours excluded.

donor's sick leave will first be converted to cash based on the donor's base salary and then converted to an appropriate amount of sick leave based on the donee's base salary. Such donations shall be limited to no more than eighty (80) hours per year.

17.12. City Leave Donation Program

In addition to the sick leave donation provision set forth above, employees in this bargaining unit may participate in the City's leave donation program as set forth in city policy. However, it is recognized that sick leave donation is not an option under the City's leave donation policy.

ARTICLE 18 – LEAVE OF ABSENCE WITH PAY

TA'd CCL – 5.15.23

18.1. Compassionate Leave

In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days off except in the case of extended travel that requires at least 200 miles travel each way, in which case employees will be granted an entire work week. For the purpose of this Article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. If additional time is required, the employee may utilize other accrued leave. Time taken under this provision runs concurrently with any OFLA bereavement leave to which the employee may be entitled.

18.2. Voting

When an employee's work schedule is such that they would not be able to vote prior to or after their normally scheduled work hours, they shall be granted off duty time of up to two (2) hours to vote without loss of pay or accrued vacation.

18.3. Training

(a) Training Information - The City shall provide the Association with information regarding law enforcement-related training opportunities as such information is received. The Association may submit recommendations for review by the Chief regarding the available training opportunities that it believes are of particular value or are lacking in value to the Department.

(b) Mandatory Training - An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:

1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.

2. All mileage and per diem shall be reimbursed in accordance with this agreement.

3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

4. For purposes of determining whether training is mandatory, the following guidelines will apply:

   Training necessary to certify an employee to perform their specific job duties and functions, keep an employee certified to perform their job duties and functions, or required of an employee by the Department to perform their job duties and functions shall be considered assigned mandatory training.

   The following are examples regarding the interpretation of this language:
   An employee wants to go to a school to be certified but is not assigned by the Department and the training is not required for their current assignment, not mandatory.

   An employee is assigned as a firearms training officer and needs to get certified as a firearms instructor before they can fulfill their job duties and functions as an instructor, mandatory.

   A motor officer goes to training and is certified. They request to go to the Annual Motor Training Conference as mandatory training, not mandatory.

   Employees who attend mandatory training at a remote location which lasts seven (7) or more hours shall be allowed to use paid leave to complete their shift and shall not be required to return to the Police Department, unless operational needs exist

that necessitate their return. When training ends less than an hour before the end of the shift, the employee can use Admin Leave to cover the remainder of their shift.

(c) Voluntary Training - Training to which an employee is not specifically assigned pursuant to "b" above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant.

18.4. Jury Duty

(a) Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled workday. Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

(b) The employee is required to seek all fees due to them for such jury duty and turn said fees, excepting personal vehicle mileage, over to the City. Upon being excused from jury duty for any day, the employee shall immediately contact their supervisor for assignment of the remainder of their workday.

(c) This Article shall only apply to those work weeks during which the member is serving on an impaneled jury or is required to report for juror selection.

18.5. Military Leave

(a) Subject to supervisory approval, employees may be allowed to voluntarily adjust their days off to accommodate weekend military duty. Supervisory approval is contingent upon operational needs such as minimum staffing levels, available work, etc. Flexible scheduling must take place within the employee's normal workweek.

(b) Subsection (a) above is not intended to alter the city's obligation to comply with USERRA rules.

TA'd CCL – 5.15.23

ARTICLE 19 – LEAVE OF ABSENCE

The City will consider a written application for leave of absence without pay, not to exceed one year, if the City finds there is reasonable justification to grant such leave and that the work of a department will not be jeopardized by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on their written application for such leave. Such leave may be denied if it is for the purpose of accepting employment outside the service of the City and notice that an employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City and the position shall be declared vacant unless the employee, prior to the expiration of the leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time and only if the City determines that the request is reasonable and justified and that the extension may be granted without jeopardizing the operation of the department.

ARTICLE 20 – GRIEVANCE PROCEDURE

TA'd 6/22/23

20.1. Process

A. To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this Agreement by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with written notice to the Association and a copy of materials submitted by the employee also provided to the Association, may claim a breach of this Agreement in writing to

the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include:

a) a statement of the grievance and relevant facts;

b) provision of the contract violated;

c) remedy sought.

B. The employee's immediate supervisor shall respond to the grievance in writing within fourteen (14) days, with a copy to the Association.

C. Only the Association shall have the right to advance a CBA grievance beyond Step 1.

STEP 2: If after fourteen (14) days from the date of submission of the grievance to the supervisor the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the Chief of Police. To facilitate a more robust discussion about the grievance, the Chief, or designee, may meet with the Association. It is the Association's decision as to whom is involved in the meeting with the Chief or designee, on behalf of the Association. The Chief, or designee, shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 3: If after fourteen (14) days from the date of submission of the grievance to the Chief the grievance remains unadjusted, the grievance may be submitted by the Association within fourteen (14) days to the City Manager, or designee. To facilitate a more robust discussion about the grievance, the City Manager or designee, shall meet with the Association. It is the Association's decision as to whom is involved in the meeting with the City Manager or designee, on behalf of the Association. The City Manager or designee shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 4: If the grievance is not resolved within fourteen (14) days from submission by the Association of the grievance to the City Manager, or designee, the grievance may be submitted within fourteen (14) days to an arbitrator.

20.2. Arbitration Process. The arbitrator shall be selected by mutual agreement of the parties as follows:

A. For grievances involving discipline or discharge of non-sworn employees or contract interpretation issues a list of eleven (11) Oregon/Washington arbitrators shall be requested from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike one (1) name from the list until only one (1) is left. The one remaining shall be the arbitrator.

B. For grievances involving discipline or discharge of a law enforcement officer, as that term is defined by ORS 131.930, the parties will follow the arbitrator selection process as set forth in ORS 243.808 and the arbitrator shall also be bound by PECBA and other applicable laws and rules adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline as set forth in ORS 243.812.

C. The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the Agreement has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement.

D. The decision of the arbitrator shall be binding on both parties.

E. The parties specifically agree that, in the event issues are submitted to arbitration (grievance or interest), the decision shall be strictly limited to those issues disputed by the parties.

F. The costs of the arbitrator shall be borne by the losing party or as apportioned and determined by the arbitrator. Each party shall be responsible for the costs and fees of presenting its own case to arbitration.

20.3. Time Limits

A. Any time limits specified in this grievance procedure may be waived by mutual written consent of the parties.

B. "Day" shall be defined as calendar day.

C. Failure of the Association to submit the grievance in accordance with these time limits set forth in this Article, without such waiver shall constitute abandonment of the grievance.

D. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance and the Association may proceed to process the grievance to the next step in the grievance process.

E. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved.

20.4. PECBA Proceedings

A. Up to two (2) Association representatives shall be permitted to attend any PECBA hearing without loss of pay if such hearings occur during their respective on-duty periods.

B. Employees who may be called as witnesses to the PECBA hearing shall also be permitted to testify at the hearing without loss of pay if the giving of testimony occurs during an employee's on-duty period.

C. The parties shall reciprocally identify the employees they intend to call as witnesses at the PECBA hearing at least seventy-two (72) hours prior to the hearing to ensure adequate shift coverage.

20.5. Subpoenas in PECBA Matters

A. When an employee is subpoenaed by the Association to attend grievance arbitration or other type of PECBA hearings during their regularly schedule work shift, at the Association's request, the employee will be paid for the actual time spent for testifying at the arbitration or PECBA hearings on an hour for hour basis (minimum of one (1) hour), subject to minimum staffing and operational needs and the actual time spent at the arbitration or PECBA hearings shall be considered hours of work for the purposes of overtime.

B. An employee subpoenaed by the City to attend grievance arbitration or other type of PECBA hearings shall be compensated in accordance with the terms of this Agreement and the actual time spent at the arbitration or PECBA hearing shall be considered hours of work for the purposes of overtime. In lieu of paying overtime, the City in its discretion, may direct hour-for-hour time off (with a minimum of one (1) hour and in increments of one (1) hour) for the employee within the pay period. Such direction to take time off must be in writing, with a copy to the Association. The City's decision shall be final and not subject to the CBA grievance procedure.

ARTICLE 21 – MILEAGE AND PER DIEM ALLOWANCE

TA'd CCL – 5.15.23

21.1. Mileage Reimbursement

Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS-allowed rate.

21.2. Expenses

An employee traveling on authorized City business shall receive, in addition to their transportation and lodging expenses, a per diem allowance of not more than $50.00 ($10.00 breakfast, $15.00 lunch $25.00 dinner) per day, or fraction thereof, actually spent on City business for each programmed day of a conference or meeting and for time spent in travel, except that per diem for travel shall not exceed one (1) day each way. Per diem shall only apply when an employee is more than 20 miles by the most direct route from Tigard Police Department. The purpose of per diem is to cover ordinary expenses such as meals, refreshment, tips, etc. If upon return to work the employee justified to the satisfaction of the City Manager that the per diem allowance was insufficient to cover reasonable actual costs, the per diem amount shall be adjusted accordingly by the City Manager. Employees anticipating the need for per diem compensation shall so advise the City Manager in advance of travel on forms provided by the City and receive advance authorization therefore.

ARTICLE 22 – CLOTHING AND UNIFORM

TA'd 7.19.23

22.1. Uniform

If an employee is required to wear a uniform, such uniform shall be furnished by the City, and the City shall pay for initial tailoring. The City shall also provide duty gear and firearm(s). Duty gear and firearms shall be determined by the City; however, the City agrees to consult with the Association prior to making any final determination. An employee who has been provided with a firearm must carry the City-issued firearm. An employee who has been provided City-issued duty gear may use alternate duty gear, purchased by the employee, as long as such duty gear is on a list of City-approved duty gear. The employee shall make restitution to the City for loss or damage to any City supplied uniform, duty gear, or firearm unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform, duty gear, and firearm is the responsibility of the

employee. The City shall be responsible for replacement all issued duty gear in accordance with the manufacturer's recommendations.

22.2. Clothing Allowance

The City will provide a work-related clothing allowance for employees while assigned to plain clothes duty. That reimbursement, subject to applicable withholdings, shall be at the rate of fifty dollars ($50.00) per month. The provisions of this section shall apply to reimbursable expenses incurred in the fiscal year for reimbursement within the same fiscal year and shall apply only to sworn personnel who wear non-uniformed attire seventy-five percent (75%) or more of duty time calculated monthly.

22.3. Property Reimbursement

The City shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of their official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction.

22.4. Cleaning

The City shall provide employees with cleaning as needed for required uniforms and duty jackets.

22.5. Equipment Allowance/Reimbursement

The City will provide an annual allowance of two hundred dollars ($200.00) for the purchase of department-required and approved clothing, footwear, or equipment. At the employee's discretion, receipts may be submitted annually for full reimbursement up to the annual allowance limit or, if receipts are not submitted, the annual allowance will be added to the second paycheck of July each year, paid as taxable income.

ARTICLE 23 – SENIORITY

TA'd CCL – 5.15.23

23.1. Definition

Only regular full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period as defined in Section 26.1 and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time

spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability shall be included in the employee's total unbroken length of service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days which is not protected by state and federal leave laws, such time in excess of fifteen (15) days shall not apply to seniority provided that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority but shall accrue no seniority during the time they work outside the unit.

23.2. Loss of Seniority

Seniority shall be broken or terminated if an employee:

(a) Quits;

(b) Is discharged for just cause;

(c) Is laid off and fails to respond to written notice as provided in Article 24;

(d) Is laid off from work for any reason for twenty-four (24) months;

(e) Fails to report to work at the termination of a leave of absence; (f) While on a leave of absence accepts employment without permission;

(g) Is retired.

If an employee's seniority is broken and the employee is subsequently hired to work in the Police Department, seniority shall run from the most recent date of hire within the bargaining unit.

23.3. Application

Seniority shall apply by classification in the matter of layoff, recall, and shift and days off bidding, except that if an employee has been demoted, seniority shall include all time in the employee's present or higher classification within the bargaining unit. Seniority shall apply by total unbroken service in the bargaining unit for purposes of vacation scheduling under Section 15.2.

23.4. Seniority List

The City will provide the Association with a seniority list on January 1 and July 1 each year, if there has been a change. The Association may post it on the Association bulletin board.

ARTICLE 24 – LAYOFF AND RECALL

TA'd CCL – 5.15.23

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. An employee who is promoted out of the bargaining unit and into management shall retain their unit seniority and may bump back into the unit, if laid off, if the management employee has the greater seniority as a unit member. The employee shall bump the employee in the lower class with the least seniority with the department. A sworn employee may not bump a non-sworn employee unless the sworn employee previously held the non-sworn classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within fifteen (15) days of notice of termination of layoff. Names shall be removed from the layoff list after 24 months, following the decline of an opening, or failure to respond to an offer within fifteen (15) days.

If there is a shortfall of unencumbered general-purpose money in the General Fund and it is necessary to lay off personnel within the bargaining unit, the City and the Association will meet and consult prior to the City finalizing and implementing its decision.

ARTICLE 25 – SHIFT AND DAYS OFF BIDDING

TA'd 7/19/23

25.1. Rotation

All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July of each year.

25.2. Shift and Days Off

Prior to regular shift rotation, eligible employees shall be entitled to submit written bids for shift assignments and days off from the slots made available by the Department. Employee bids for both shifts and days off shall be submitted in writing to a designated supervisor at least thirty (30) days prior to the regularly scheduled rotation. Shift and days off bids shall be honored on the basis of seniority within the bargaining unit except as follows:

(a) Unless written permission is granted by the Chief or a designee, no employee shall be eligible to remain on the same shift more than twenty-four (24) consecutive months.

(b) Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department reassign employees to a different shift. Such good faith assignments shall not be grievable but employees shall receive at least two (2) weeks' notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief.

(c) Probationary employees shall not bid for shifts.

25.3. Overtime Waiver

For the purpose of this Article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than eighty (80) hours in a fourteen (14) day period or work more than five (5) consecutive days.

25.4. Adjustment of Schedules at Rotation

During the week before and week of the shift rotation, the City may adjust schedules for the purpose of transitioning to the new shift, to prevent an employee from working more than five (5) days in a row.

(a)

ARTICLE 26 – PROBATIONARY PERIOD

TA'd CCL – 5.15.23

26.1. Definitions

(a) For Police Officers who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 months.

(b) For Police Officers with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 12 months.

(c) Non-sworn personnel shall be subject to a 12-month probationary period.

Prior to completion of the probationary period, employees may be discharged at will and such discharge shall not be subject to the grievance procedure.

26.2. Non-Sworn Promotional Probation

All non-sworn promotions shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification held prior to being promoted.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

TA'd 8/24/23

27.1. DISCIPLINE AND DISCHARGE

A. Discipline will be issued for just cause as set forth in 243.808 and ORS 236.350. Since the Association bargaining unit is a mixed unit of sworn and non-sworn employees, the parties agree that the same application of just cause will be applied to non-sworn employees in the Police Department.

B. Disciplinary actions include the following steps and shall normally be progressive in nature, but the disciplinary process may be entered into at any step depending on the severity of the incident causing the disciplinary action:

i. Written reprimand
ii. Suspension without pay
iii. Reduction in pay (if requested by the employee and agreed to in writing by the Association and the City)
iv. Demotion
v. Termination

C. Counseling is not disciplinary in nature. Counseling and written reprimand cannot be grieved by an employee or the Association past the Police Chief step of the grievance process.

D. All Discipline shall be issued in writing. Employees shall not be disciplined arbitrarily or for political, religious, racial or other protected status and/or discriminatory reasons.

E. All disciplinary action imposed upon an employee, except written reprimands, may be challenged through the grievance procedure.

F. All discipline shall be done in a manner that will not embarrass the employee before other employees or the public.

G. In the event of any interview and/or internal investigation which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted only by Association designated representative(s).

H. Discipline shall be consistent with the Discipline Matrix negotiated by the parties and attached as Addendum B and must also be consistent and in compliance with the Law Enforcement Statewide Commission Discipline Standards (ORS 243.812).

27.2. DISCIPLINARY INVESTIGATION PROCEDURES

A. Advance written notice

i. Prior to any interview of an employee which could reasonably result in discipline, written notice shall be provided to the employee and the Association not less than seventy-two (72) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue.

ii. The seventy-two (72) hours advance written notice may be voluntarily waived by the employee or by the Association. Any waiver of the above seventy-two (72)-hour notice must be in writing.

iii. The written notice shall include the alleged violation(s), the policy, procedure or law allegedly violated, approximate timing of the alleged violation(s), a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform the employee and the Association of the nature of the investigation.

iv. In the written notice, the employee shall be notified of their right to have Association representation and representative(s) designated by the Association present during the interview and the investigation process ~~and the employee will~~

~~be informed that the Association has a right to be present and participate in the discipline process, with or without the agreement of the involved employee~~.

B. Investigatory Interviews

i. Interviews and investigations shall be conducted on City premises during the employee's regular work hours unless mutual agreement of the parties or the particular circumstances of the situation require another location.

ii. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee and the Association shall be informed as to the name, rank and command, or other similar information of all persons present, and the employee may have an Association representative and/or Association attorney present to witness the interview and assist the employee.

iii. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. During the questioning the employee shall be entitled to such reasonable intermissions as the employee and/or the employee's designated representative(s) shall request.

iv. All interviews will be electronically audio recorded by either the City or the Association or both. Upon request, the recording party shall provide a copy of the electronically recorded interview to the other party within twenty-four (24) hours of the request. If any portion of the recording is transcribed by either party, upon request the non-transcribing party shall be given a copy, at no expense within twenty-four (24) hours of the request and the completion of the transcription.

v. The employee may be required to answer any questions involving criminal or 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.

vi. It shall be unlawful for any person, firm, corporation of the State of Oregon, its political subdivisions or municipal corporations to require any employee covered by this Agreement to take or be subjected to any polygraph or any polygraph type examination as a condition of continued or continuous employment.

vii. Interviews and investigations will be concluded in compliance with ORS 236.360.

C. Pre-Disciplinary (*Loudermill*) Hearing

i. Pre-disciplinary "due process" means written notice of the charges sustained against the employee, the facts upon which the charges are based, the maximum range of discipline under consideration, and an opportunity for the employee and

the Association to meet with the discipline decision maker. The City is not required to hold a pre-disciplinary hearing if the discipline will not exceed a written reprimand.

ii. At least seven (7) days before the pre-disciplinary meeting with the discipline decision maker, the City shall notify the employee and employee's designated Association representative(s), in writing, of the opportunity to attend an informal pre-disciplinary hearing to respond to the charges verbally or in writing.

iii. The opportunity for the employee and/or the Association to respond to the sustained charges against the employee will occur at the pre-disciplinary meeting conducted and presided over by the discipline decision maker with authority to impose the final decision regarding disciplinary action. The pre-disciplinary meeting shall be informal but sufficient to assure the employee and the Association a full opportunity to be heard, respond to the charges, and have the employee's and the Association's responses considered prior to the imposition of discipline.

iv. At least seven (7) days before the pre-disciplinary meeting, the City will provide the employee and the employee's designated Association representative(s) a complete copy of the investigative file in the possession of the City at the time of the pre-disciplinary notice. ~~With the following information:~~

~~1) A complete copy of any materials and information in the possession of the City associated with and/or used or relied upon by the City in the investigation.~~

~~2) A complete copy of any materials and information in the possession of the City and documentation upon which the intent to discipline is based.~~

~~3) A copy of any and all recordings (audio or visual), transcripts and any evidence in the possession of the City.~~

~~4) The discipline history of the employee.~~

~~Any past practice or discipline history of other employees of the Police Department that the City has reviewed and relied upon in determining the level and/or type of discipline being proposed.'~~

v. All pre-disciplinary meeting will be electronically audio recorded by either the City or the Association or both. Upon request, the recording party shall provide a copy of the electronically recorded interview to the other party within twenty-four (24) hours of the request. If any portion of the recording is transcribed by either party, upon request the non-transcribing party shall be given a copy, at no expense within twenty-four (24) hours of the request and the completion of the transcription.

D. <u>Imposition</u> of Discipline

After the pre-disciplinary hearing, the Police Chief or discipline decision maker will issue a written notice imposing discipline or taking any other action deemed appropriate. A copy of

the written notice shall be provided to the employee and the employee's designated Association representative.

E. Only the Association shall have the right to take up a disciplinary grievance utilizing the grievance procedure.

27.3. **Use of Deadly Force Situations.** Employees involved in the use of deadly force, as defined by ORS 181A.790, shall be advised of their rights to and shall be allowed to consult with an Association representative and/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 and with Association Counsel shall not unduly delay the giving of the statement or preclude the obtaining of information deemed necessary to preserve evidence, protect lives and/or apprehend suspects.

27.4. **Notice of Tort Claims or Other Potential Adverse Actions.** To the extent allowed by law, when the City receives written notice of any tort claim or other potentially adverse legal action in which an employee represented by the Association is named as a "defendant" (or similarly situated actor), the City shall provide, within ten (10) business days, copies of the written claim documentation to the employee and the Association President or designee. If a subsequent lawsuit is filed, the employee will be contacted by a City representative to discuss defense of the claim.
At any time during the discipline investigation process, the Chief or designee may decide ~~at the time of the seventy-two (72) hour written notice~~ that a complaint being investigated as potential discipline will have the maximum discipline of no more than a written reprimand. If this decision is made by the Chief or designee ~~the seventy-two (72) hour written notice includes this statement decision by the Chief or designee~~ then the investigator(s) and Association, on behalf of the employee being investigated, may agree to modify the investigative procedures listed above in order to speed up the discipline investigation process and resolve the matter in seven (7) calendar days or less. Allegations related to truthfulness are not eligible for this waiver.

ARTICLE 28 – PERSONNEL FILE

TA'd CCL, with pronoun housekeeping – 5.15.23

No material in any form which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in the employee's personnel files unless they have been allowed to read such material.

Upon request, employees shall have access to their personnel files and shall have the right of reproduction of their personnel files in full or in part. No portion of an employee's files shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Tigard Police Department, the City Manager, or a court of competent jurisdiction. The official personnel file shall be maintained in the Human Resources Department.

ARTICLE 29 – WAGES

TA'd 8/24/23

29.1. Salary Schedules

Effective and retroactive to July 1, 2023, wages shall be increased across the board by six (6%) as a cost of living adjustment and an additional one percent (1%) as a market adjustment for a total increase of seven percent (7%).

Effective January 1, 2024, wages shall be increased as a market adjustment across the board by two percent (2%).

Effective July 1, 2024, wages shall be increased across the board by four percent (4%).

Effective January 1, 2025 wages shall be increased as a market adjustment across the board by one percent (1%).

Effective July 1, 2025 wages shall be increased across the board by four percent (4%).

Effective January 1, 2026 wages shall be increased as a market adjustment across the board by one percent (1.0%).

Each employee shall be paid at one of the steps in the range prescribed for their classification. Classifications which have seven steps shall be reduced to six step ranges through the elimination of the current first step of impacted ranges.

29.2. Schedule Placement

New employees will be appointed or reinstated at the first step of the range established for their classification.

Lateral Police Officer is defined as a newly hired employee with previous law enforcement experience who separated from their last agency in good standing prior to their initial hire date with the City and who is currently certified as a Peace Officer by Oregon DPSST, or who is able to be certified as a Peace Officer through attendance of the lateral/equivalency DPSST academy. The City may hire a lateral employee with prior directly-related experience at an advanced step of the range for the applicable classification commensurate with their former qualifications and experience on a case-by-case basis and in compliance with Oregon law.

29.3. Schedule Movement

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for their classification following completion of the equivalent of six (6) months of service. At six (6) months of service, the City shall have the discretion to advance an employee more than one (1) step, if the City deems it appropriate based on the employee's prior experience. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification following the completion of each 12 months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the department head to the City Manager certifying that the employee had been making normal improvement in the ability to carry out their job assignment.

Advancement may be withheld or postponed in the event the employee is not performing their job assignment satisfactorily.

29.4. Promotions

Upon promotion, employees will move to the next highest step, minimum 5% pay increase, computed on the basis of the base rate of pay exclusive of premium, special assignment, or incentive/longevity pay.

29.5. Demotion

Unless a lesser sanction is provided by the City Manager, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as they occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

29.6. Salary Range Changes

When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

29.7. Pay Periods

The City shall pay employees once every two (2) weeks.

ARTICLE 30 – INCENTIVE PAY

TA'd 8/24/23

30.1. Certification/Education

Certification pay increments will begin as of the date of issuance shown on the certification. Educational achievement pay increments will begin as of the date of written notice to the City of a degree or equivalent hours. Members of the bargaining unit shall be eligible for educational and training incentive increments to be applied to their current salary after meeting the necessary education and training points for the intermediate or advanced certificate as set forth by DPSST.

Incentive premiums and education requirements are as follows:

Sworn Personnel

Premium	**DPSST Certification**	**Educational Achievement**
2.50%	-	AA/AS or Equivalent Hours
4.25%	Intermediate and/or BA/BS	
6.25%	Intermediate	AA/AS or Equivalent Hours
7.25%	Advanced	-
8.75%	Intermediate	BA/BS or Equivalent Hours
8.75%	Advanced	AA/AS or Equivalent Hours
10.00%	Advanced	BA/BS or Equivalent Hours

See DPSST Sworn Personnel certification Standards.

30.2. Longevity

Longevity merit incentive shall be paid in accordance with the following schedule only to those employees with five (5) or more years of service with the City on or before ratification of this Agreement, who elect to be grandfathered into the longevity premium program in lieu of eligibility for advancement to a sixth (6^{th}) step at five percent (5%) above Step 5. The one-time election must have been made by eligible employees during the window period established by the City following ratification of the 2002-2004 Agreement.:

2% after 5 years

3% after 6 years

4% after 7 years

5% after 8 years

6% after 9 years

7.5% after 10 years

10% after 15 years

Employees with less than five (5) years of service with the City on or before ratification of this Agreement, will not be eligible for longevity under this section, but will be eligible for advancement to Step 6 consistent with Article 29, Section 29.2 governing schedule movement.

The above percentages shall be applied to the individual employee's base salary but not to exceed a maximum of the top step of the police officer classification salary. These percentages shall be applied to the base pay step, not including educational incentive pay to previous longevity increases (i.e., shall not be compounded).

30.3. Special Assignment Pay

Recognizing the right of the City to transfer and assign as determined by the Chief, special assignment pay will be paid per an employee's current assignment as follows

Motorcycle[1]	5%
K-9[2]	5%
Detectives	5-10%
TNT/Crisis Negotiation Unit	3-5%
SRO	3-5%
Transit Police[3]	2.5%
Field Training Officer/Coach (Patrol Only)[4]	2.5%
Mental Health Response Team	5%

[1] Motorcycle Officer activities shall be conducted on-duty. Acceptance of the assignment is based upon willingness to care for the motorcycle off-duty. Employees who serve as Motorcycle Officers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity and shall not receive overtime wages for off-duty care of the motorcycle. The parties intend to compensate for any off-duty care, cleaning, fueling, feeding or grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the motorcycle. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the motorcycle does not constitute "hours of work" solely because of being on the bike. Motorcycle Officers shall not be entitled to a call back premium when duty concerns maintenance of the motorcycle. Such time shall be treated as overtime.

[2] An evaluation of the time needed for routine care, inclusive of feeding, grooming, and exercise, has determined that 30 minutes per day is reasonable and sufficient to meet those daily responsibilities. At the discretion of the city, the employee may be relieved from duty for the equivalent of 3.5 hours per workweek to offset this time or be assigned a full shift and receive additional compensation for those 3.5 hours beyond their regularly scheduled shift. Canine handlers will not be granted the 30 minutes per day when they are not physically caring for the dog (i.e. when dog is kenneled or being cared for by another party).

[3] The Transit Police Division special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility and the prerequisites of the IGA (Intergovernmental Agreement) between TriMet and the City of Tigard. The Transit Police Position has a regular work schedule as defined in article 12.2(a) and (b). It is agreed that the hours worked by the Transit Police Officer may be flexed. When a Transit Police Officer's shift assignment is changed with the Transit Police unit, this shift change shall be completed pursuant to Sections 25.3 (overtime Waiver) and 25.4 (Adjustment of Schedule at Rotation) of the contract.

[4] FTOs also receive an additional 2.5% when actively training a recruit. See Article 30.7.

Except in the case of Motorcycle, Mental Health Response Team, and K-9 assignments, employees will receive 3% (5% for detectives) for the first year in any assignment and will be eligible for an increase to 5% (10% for detectives) after serving in the assignment for one year. Employees who have previously served in the assignment for more than one year shall start at the higher percentage.

Notwithstanding any other provision of this Section 30.3, no employee may receive more than a total of 10% in special assignment pay.

For career development, an employee may volunteer to work a shift in a specialty assignment in order to determine whether they wish to put in for such assignment. The Chief, in their discretion, may approve such voluntary assignment, based on operational needs. In such case, the employee shall not receive assignment pay for the shift in question nor shall the employee be eligible for shift differential under Article 13.4 for the shift in question.

Staff assigned to the operations division and receiving special assignment premiums shall bid based on seniority within the previously identified shift slots and no more than two (2) identical specialty assignment positions may have a common training day on each shift.

30.4. Bilingual Incentive

An employee shall be eligible to receive a three percent (3%) Spanish language premium if they provide the City with proof on an annual basis that they meet standards acceptable to the City. The City may determine that other languages qualify for the foregoing bilingual incentive based on a demonstrated need.

30.5. Standby

Any employee required to be on standby, whether on a weekend or during the workweek, will be compensated two dollars and twenty-five cents ($2.25) for every hour so acting. Employees on standby must be available by phone, able to respond within one hour of being called, and fit for duty.

30.6. Acting Supervisor

Appointment of non-supervisory personnel to a supervisory position may be made on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned.

30.7. Coaching

When a Field Training Officer assigned to patrol is actively training a recruit, they will receive two and one-half percent (2.5%) for all hours worked in the pay period in addition to the two and one-half percent (2.5%) specialty assignment pay in Article 30.3.

When an employee, other than a Field Training Officer assigned to patrol, is formally assigned by the supervisor to actively train a probationary employee or an employee entering a new assignment, they will receive a premium of five percent (5%) of base salary rate for all hours worked in the pay period.

30.8. Higher Classification

Employees assigned to work in a higher classification, other than what is described in Sections 30.6 & 30.7 of this Article, shall be entitled to a five percent (5%) premium for all time so assigned.

30.9. Take-Home Cars for Employees in Detective Assignments

The City agrees that it will provide a take-home car for any employee in a Detective assignment.

30.10. ORPAT Incentive

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police and will allow for make-up tests and re-tests as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off duty and without compensation. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

Those Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars ($250.00). An employee may take the ORPAT twice/year, with a maximum incentive of $500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within (1) month after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within (2) months after the Employee's request.

If an Employee passes the ORPAT on their re-test they will receive an incentive bonus of one hundred and fifty dollars ($150). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, bona-fide illness or injury or other reasonable conflict, the Employee may request a makeup test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police.

For make-up tests or re-tests to qualify, officers must first obtain pre-authorization from the Chief, and then coordinate the make-up or re-test with a local police agency, when that agency is running their own testing.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined-in this agreement, will not be negatively impacted.

30.11. Shift Work Premium

An employee regularly assigned to swing shift will receive an additional premium of two percent (2.0%). Swing shift is defined as a majority of the workday after 1400 hours. An employee regularly assigned to night shift will receive an additional premium of three percent (3.0%). Night shift is defined as a majority of the workday after 2200 hours. Employees may be eligible for the swing shift premium or night shift premium but not both.

TA'd CCL – 5.15.23

ARTICLE 31 – SAVINGS CLAUSE

If any article or section of this Agreement or any amendment thereto should be rendered invalid by operation of law, or held invalid by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be rendered unlawful by any lawful tribunal having jurisdiction, by statute passed after the effective date of this Agreement, or by the decision of a court of competent jurisdiction involving the same or similar language contained in the collective bargaining agreement of another public agency in Oregon, the remainder of this Agreement and addenda shall not be affected thereby, an the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

TA'd – 5.15.23

ARTICLE 32 – LEGAL DEFENSE FUND

32.1. The Association shall take steps necessary to ensure that all represented employees of the bargaining unit, who are eligible, are enrolled as participants in Plan II and Plan VI of the Legal Defense Fund (LDF) of the Peace Officers Research Association of California (PORAC).

32.2. During the first calendar week of December, March, June and September of each year, the City and the Association shall ascertain the amount due to PORAC for enrolling all eligible bargaining unit represented employees in coverage under Plan II and Plan VIi for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of eligible bargaining unit represented employees employed by the City in December 1, March 1, June 1, and September 1 times the actual monthly amount charged by PORAC per covered employee per month for individual coverage, to a maximum amount of eleven dollars ($11.00) per represented employee per month, notwithstanding changes in staffing levels during individual calendar quarters.

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

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

32.5. The Association will extend PORAC Legal Defense Fund coverage to sworn non-represented police officers ~~according to the terms of the Memorandum of Agreement in effect between the parties~~.

ARTICLE 33 – INABILITY TO PERFORM ESSENTIAL FUNCTIONS

TA'd – 5.15.23

33.1. *Brady* Disclosures

A. The parties recognize that United States Supreme Court has consistently held that prosecutors have a duty to disclose potentially exculpatory evidence to defense attorneys prior to trial. The parties acknowledge that there is a difference between a prosecutor's determination that it has a duty to disclose information about an officer and a determination that a prosecutor will not call an officer to testify.

B. A disciplinary action or any other adverse personnel action may not be undertaken by the City against an employee represented by the Association solely because that employee's name has been placed on a list maintained by a prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or

that the employee's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 272 U.S. 83 (1963).

C. This Section (Article 33.1) does not prohibit the City from taking disciplinary action or any other adverse personnel action, including layoff, for inability to perform an essential function of the job (testifying or writing credible reports).

D. The City will contemporaneously provide written notice to the Association and copies of all materials provided to the prosecutor's office whenever the City refers a matter to a prosecutor's office for a Brady list review, or whenever the City is asked to provide materials to a prosecutor's office for the purposes of Brady list review by a prosecutor's office.

33.2. Inability to Perform Essential Functions

A. After any CBA investigative due process or any other type of due process has finally concluded that an employee is unable to perform an essential function of their job, for any reason other than a healthcare related reason, the City may place an employee on a non-disciplinary layoff – specifically identified as "inability to perform an essential function layoff."

B. To use this Section (Article 33.2), the City must provide written notice to the Association and impacted employee and an opportunity for the Association and/or impacted employee to respond. Along with the notice, the City will provide a copy of the information in its possession related to the impacted employee's inability to perform an essential function.

C. After discussing the matter with the Association, the City will issue a written decision to the employee and the Association about the impacted employee's employment status with the City.

D. If the circumstance that prevents the employee from performing an essential function is resolved, the employee will be recalled, provided there is an open position for which the employee is qualified. Recall rights under this provision will expire after twelve (12) months and are independent of layoff and recall rights under Article 24.

E. The parties agree that for purposes of this Section (Article 33.2) the ability to testify, carry a firearm, maintain DPSST certification, and drive a motor vehicle are essential functions for all sworn personnel.

F. This Section (Article 33.2) does not prevent the City from investigating misconduct or issuing discipline based upon the circumstances that led to an employee's inability to perform an essential function of their job.

33.3. This Section (Article 33.2) does not apply to any situation where an employee is unable to perform an essential function of their job due to a healthcare condition.

TA'd 6/14/23

ARTICLE 34 – RECOUPMENT OF MONIES - OVERPAYMENT AND UNDERPAYMENT

34.1. In the event an employee is either overpaid or underpaid by the City, the party that first learns of the payment error has an obligation to report the error, in writing, to the other party as soon as the error is discovered and not later than seven (7) calendar days to the Human Resources department of the City. For this Article Monies will mean anything related to wages, benefits, reimbursements and/or advances.

34.2. The City will provide, written verification to the Association and the impacted employee. The City and the Association, on behalf of an employee represented by the Association, will work collaboratively to address the error.

A. Errors resulting in under-payments to the employee will be repaid in full by the City within fourteen (14) calendar days of the verification of the underpayment.

B. Errors resulting in overpayments to the employee will be repaid by the employee to the City in one (1) of the following ways by the employee electing one (1) of the below options within fourteen (14) calendar days:

i. The employee may elect in writing to have the entire overpayment recouped from the employee's next available paycheck following the discovery and verification of the overpayment; or

ii. The employee may elect in writing to repay the overpayment in equal increments over the same number of pay periods in which the error occurred. For example, if an employee was overpaid by $100 per pay period for five (5) pay periods, the employee may repay $100 per pay period during the next five (5) pay periods after the error is discovered.

iii. If an employee ends employment before the overpayment is repaid, the remaining amount owed will be deducted from the employee's final paycheck, including any vacation, comp time, and holiday-in-lieu payouts, up to the employee netting at least the statutory minimum in ORS 18.385 (Wage Exemption) (after deducting for taxes and other legally required garnishments, such as support obligations). The employee will also be expected to make arrangements with the City to reimburse any remaining balance within sixty (60) days. Failure to satisfy this obligation will result in the collection of debt as provided by law.

iv. In lieu of the repayment options outlined in 34.2(b)(i-iii) above, the employee and the Human Resources Director or designee may agree to another repayment schedule so long as it does not extend the repayment period and so long as the Association is in agreement as to the terms of the repayment.

34.3. If an employee does not elect option 34.2(b)(i-iii) within fourteen (14) calendar days of being notified of the overpayment, the entire overpayment will be recouped from the next available paycheck or paychecks until the amount is recouped.

TA'd 8/24/23

ARTICLE 35 – TERMINATION

The July 1, 2023, wage increase set forth in Section 29.1 is effective and retroactive to July 1, 2023. The rest of this Agreement shall be effective as of the date of its signing by both parties or as otherwise specified herein and shall remain in full force and effect until June 30, 2026.

The parties agree to commence negotiations on or before February 15, 2026, for a successor Agreement. This contract shall remain in full force and effect during the period of negotiations.

The parties agree to administer this contract and negotiate for a successor agreement in accordance with ORS 243.650, et seq., the Oregon Public Employees Collective Bargaining Law.

Signed this ___ day of _____ 2023

CITY OF TIGARD, OREGON

TIGARD POLICE OFFICERS' ASSOCIATION

City Manager	TPOA President
Date:	Date:

ADDENDUM A – SALARY SCHEDULE

City proposal 5.15.23 - changes to classifications/wage scale

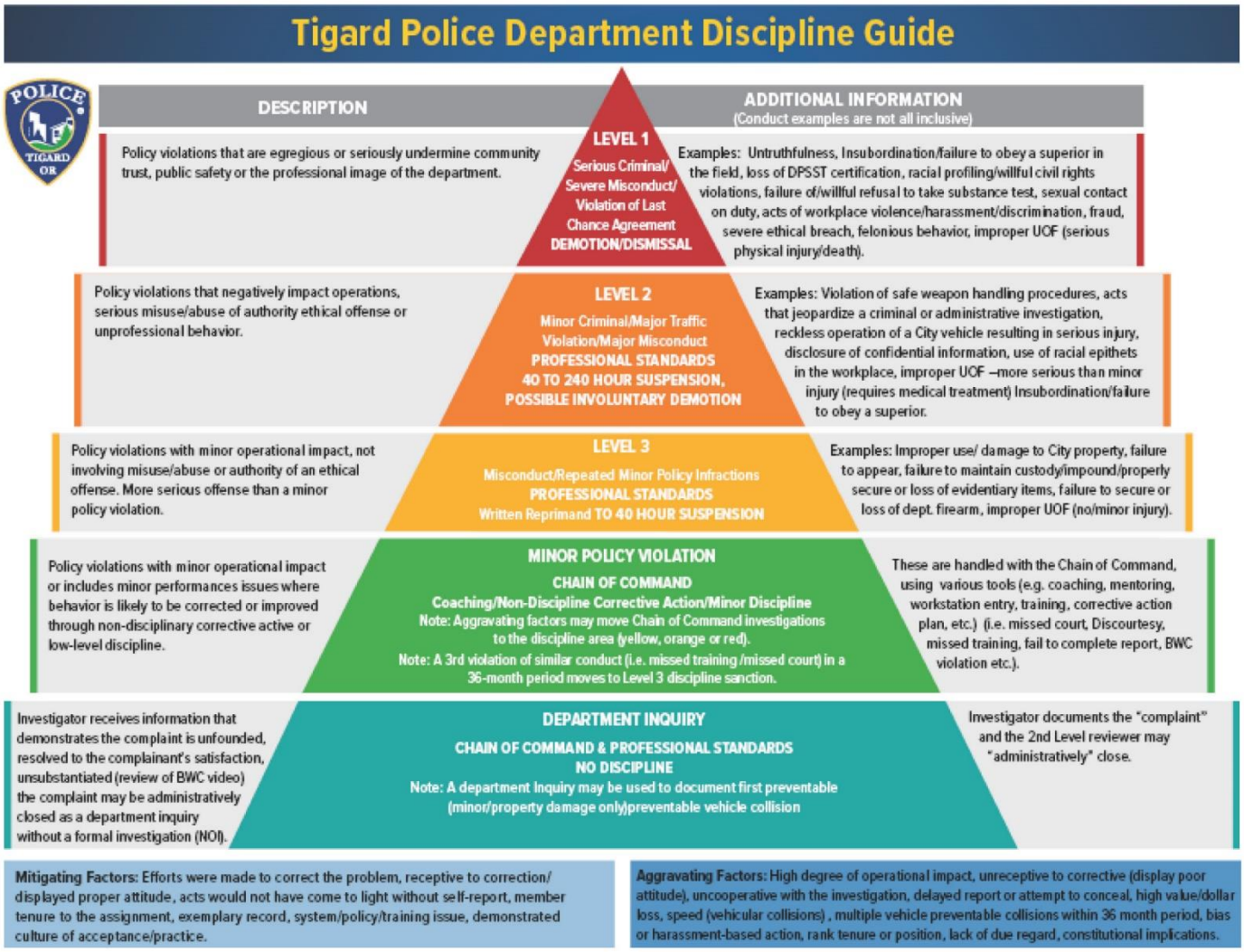
Updated on 8/29/2023

City of Tigard
2023 - 2024 Salary Schedule
(Effective July 1, 2023)
TPOA Group

Range #		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P6	*Monthly*	$4,325.22	$4,542.28	$4,767.27	$5,005.51	$5,255.65	$5,519.03
Police Records Specialist	*Hourly*	24.9532	26.2055	27.5035	28.8779	30.3211	31.8405
	Annually	51,902.67	54,507.34	57,207.29	60,066.07	63,067.78	66,228.32
	Pay Period	1,996.26	2,096.44	2,200.28	2,310.23	2,425.68	2,547.24
P10	*Monthly*	$4,773.89	$5,010.80	$5,260.94	$5,526.97	$5,802.26	$6,093.43
Property Evidence Specialist	*Hourly*	27.5417	28.9085	30.3516	31.8864	33.4746	35.1544
Police Admin Specialist	*Annually*	57,286.70	60,129.60	63,131.31	66,323.61	69,627.09	73,121.15
	Pay Period	2,203.33	2,312.68	2,428.13	2,550.91	2,677.96	2,812.35
P11	*Monthly*	$4,891.68	$5,136.53	$5,393.29	$5,663.29	$5,946.52	$6,244.31
Community Service Officer	*Hourly*	28.2213	29.6338	31.1152	32.6728	34.3068	36.0249
Traffic Agent	*Annually*	58,700.21	61,638.40	64,719.52	67,959.47	71,358.24	74,931.71
	Pay Period	2,257.70	2,370.71	2,489.21	2,613.83	2,744.55	2,881.99
P19	*Monthly*	$6,412.23	$6,572.54	$6,900.77	$7,246.20	$7,608.85	$7,989.29
Police Officer	*Hourly*	36.9937	37.9185	39.8121	41.8050	43.8972	46.0920
	Annually	76,946.80	78,870.47	82,809.22	86,954.45	91,306.14	95,871.45
	Pay Period	2,959.49	3,033.48	3,184.97	3,344.40	3,511.77	3,687.36

Salary is effective 07/01/2023
includes 6% COLA plus 1% Market Adjustment

ADDENDUM B – DISCIPLINE MATRIX



4862-2849-5445, v. 16

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-___

A RESOLUTION ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TIGARD AND THE TIGARD POLICE OFFICER'S ASSOCIATION (TPOA) AND AUTHORIZING THE CITY MANAGER TO SIGN

WHEREAS, the collective bargaining agreement between the City of Tigard and TPOA expired June 30, 2023; and

WHEREAS, a new three-year collective bargaining agreement for the period of July 1, 2023 to June 30, 2026 has been negotiated; and

WHEREAS, the City Council reviewed this matter in Executive Session on September 22, 2023; and

WHEREAS, the City Council wishes to authorize the City Manager to sign the agreement described above.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The collective bargaining agreement between the City of Tigard and the Tigard Police Officers' Association effective July 1, 2023 through June 30, 2026 is hereby adopted.

SECTION 2: The City Manager is authorized to sign the agreement.

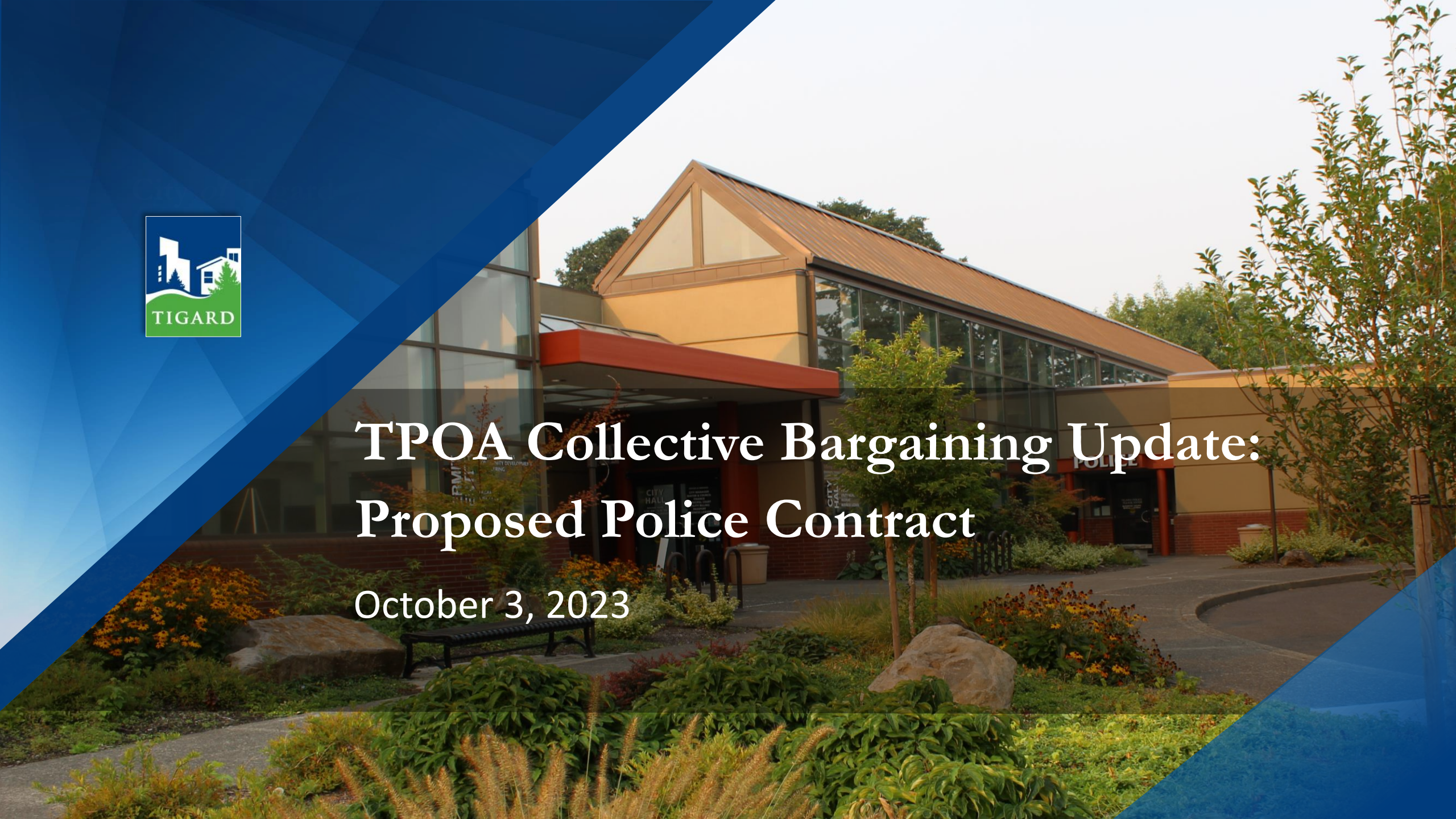
SECTION 3: This resolution is effective July 1, 2023.

PASSED: This _____ day of _____ 2023.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard



TPOA Collective Bargaining Update: Proposed Police Contract

October 3, 2023

Collective Bargaining Summary

- Bargained February through August
- Council provided authority and were updated on progress
- Reached tentative agreement on August 30, 2023
- TPOA Membership voted on September 6, 2023
- Resolution presented to Council for ratification October 3, 2023

Proposed New Agreement

- 3-year agreement
- Expires June 30, 2026
- Focus on attracting and retaining talent by providing competitive contract

Wages (cost of living adjustments)

- July 1, 2023: 6%
- July 1, 2024: 4%
- July 1, 2025: 4%

Wages (market adjustments)

- July 1, 2023: 1%
- January 1, 2024: 2%
- January 1, 2025: 1%
- January 1, 2026: 1%

Other Economic Changes

- Maintain 90/10 cost share for healthcare premiums
- Increased shift differentials
- Updates to certain special assignment incentives

Other Agreed Upon Changes

- Increase to VEBA contribution
- Increased callback pay
- Increase to Bilingual Incentive
- Increased vacation accrual cap
- Incorporated Paid Leave Oregon language
- General language clarification/adjustments throughout

Cost of Implementation

Current fiscal year: approximately $1.0M in new spending

Life of the contract (3 years): approximately $4.5M in new spending

Cost is calculated assuming all current general- and levy-funded positions are filled

Supplemental budget request will be presented if ratified

Thank You

City Council and City Management

City of Tigard Team

Dan Rowan, CDR Labor Law

Kathy McAlpine, Police Chief

Bob Rogers, Commander

Monty Fox, Lieutenant

Jill Armstrong, HR Business Partner

Lisa Shaw, Police Business Manager

TPOA Executive Team

Nick Nunn, TPOA President

Gabe Stone, Detective

Sue Garino, Property & Evidence Specialist

Kevin Dresser, Detective

Staff Recommendation

Adopt Resolution to ratify the new collective bargaining agreement

Authorize City Manager to sign

AIS-5358 **6.**

Business Meeting

Meeting Date: 10/03/2023

Length (in minutes): 5 Minutes

Agenda Title: Consider FY24 BUDGET SUPPLEMENTAL FOR TIGARD POLICE OFFICERS ASSOCIATION CONTRACT

Authored By: Kalena Plath

Presented By: Kalena Plath, Budget Manager

Item Type: Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Presenting the FY 2024 Budget Supplemental and Appropriation Transfer for Tigard Police Officers Association contract.

ACTION REQUESTED

Finance recommends the City Council adopt this FY24 Budget Supplemental and Appropriation Transfer.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This is the first time the City has been presented with this information.

Public Involvement

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The following is the summary of items that require council action for this FY 2024 Budget Supplemental and Appropriation Transfer:

New Requests:

- The Tigard Police Officers Association contract effective 07/01/2023 was in negotiation at the time the FY24 budget was adopted. Once approved by Council the full financial impact of the contract will be $926,000. However, the department will be utilizing internal savings from vacancies which they have been unable to be filled during the first quarter of the FY24. Therefore the department is requesting only $823,178, of which $714,962 will be transferred from the $900k General Fund Contingency balance. With an additional $108,216 increase in budget to the Police Levy Fund.

ALTERNATIVES & RECOMMENDATION

OTHER ALTERNATIVES

Do not adopt the FY 2024 Budget Supplemental and Appropriation Transfer for Tigard Police Officers Association contract

ADDITIONAL RESOURCES

Fiscal Impact

Cost: 823178

Budgeted (yes or no): Partial

Where Budgeted (department/program): General Fund- P.D. vacancy savings, Contingency

Additional Fiscal Notes:

The FY 2024 Budget Supplemental and Appropriation Transfer for Tigard Police Officers Association contract will increase the overall city budget by $108,216 within the Police Levy fund. With the additional $714,962 transferred from the contingency in General Fund. The increase in the expenditures is supported from reserves for future expenditures.
Please refer to the exhibit which summarize the fiscal impact of this supplemental budget by fund.

Attachments

Resolution TPOA Supplemental

Exhibit A: FY24 TPOA

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-

A RESOLUTION TO ADOPT THE BUDGET SUPPLEMENTAL FOR TIGARD POLICE OFFICER ASSOCIATION LABOR CONTRACT.

WHEREAS, the city acknowledges those items that were unknown at the time the FY 2024 budget was adopted; and

WHEREAS, the city recognizes approximately $823,178 of unanticipated budget in operations and transfers; and

WHEREAS, the increase in budget is offset by reserve for future expenditures, and contingency.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2023-24 Budget is hereby amended as detailed in Exhibit B.

SECTION: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2023.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

Exhibit A

ADJUSTED APPROPRIATIONS

TPOA_10/03/2023

	Fund		Program	Adopted	Request 2	Revised Budget
	100	**General Fund**				
		6	Police	22,997,437	714,962	**23,712,399**
		10	Contingency	900,000	(714,962)	**185,038**
	280	**Police Levy Fund**				
		6	Police	2,384,669	108,216	**2,552,885**
		TOTAL		2,384,669	**108,216**	**2,552,885**
		All Funds				
*		6	Police	25,986,330	823,178	**26,894,508**
*		10	Contingency	900,000	(714,962)	**185,038**
*		**TOTAL**		294,481,202	**$ 108,216**	**$ 304,070,707**

AIS-5331 **7.**

Business Meeting

Meeting Date: 10/03/2023

Length (in minutes): 15 Minutes

Agenda Title: Public Hearing: Consider Resolution to Adopt the City of Tigard Q1 Budget Supplemental

Authored By: Lindsay Bartholomew

Presented By: Kalena Plath, Budget Manager

Item Type: Resolution
Public Hearing

Public Hearing Legal Ad Required?: Yes

Publication Date: 09/28/2023

Information

EXPLANATION OF ISSUE

Presenting the FY 2024 First Quarter Budget Supplemental to the City Council for review and adoption.

ACTION REQUESTED

Finance recommends the City Council adopt the FY 2024 First Quarter Budget Supplemental.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This is the first time the City Council has been presented with this information.

Public Involvement

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The following is the summary of items that require council action for FY 2024 First Quarter Budget Supplemental. Many of the below items are carryforward requests, the funds were originally appropriated and planned to be expended in the FY23 however, due to various reasons explained below need to be moved into this FY24. There are 5 additional items that were unknown occurrences at the time of the FY24 budget planning process and 1 item of pressing necessity than was unforeseen and now requires action.:

Carryforwards from FY23 Budget:

- CIP 91027 Improvements for Police Department Property – A carryforward request, related to delays in locating adequate for storage and contract awarding. With these delays the project did not start until FY24, so requesting full budget be carryforward into FY24. ($295,000)
- CIP 91028 Public Works Washdown Facility – Bid was delayed until FY24 due to lack of available staff. ($73,500)
- CIP 92065 Lasich Park Property Development Plan - This is a coordinated project with TVWD. Design on the Property Plan and Boat Launch Feasibility Study has been delayed and will continue

after TVWD's project at the location is complete. ($262,000)
- CIP 92068 Cook Park Accessible Boat Ramp – Permitting delays and redesign to comply with OSMB. ($97,000)
- CIP 92069 Cook Park Inclusive Play Structure – Delays due to the addition of a donated scoreboard and associated installation. ($341,000)
- CIP 92072 Parks and Recreation System Plan SDC Analysis and Rate Study – Staffing challenges and the Tyler Implementation Project has caused this project to be a lower level on the priority list. ($10,000)
- CIP 95065 Pacific Highway Street Lights – This is a coordinated project with ODOT. Construction began June 2023, with most work to be completed in FY 24. ($522,072)
- CIP 95070 Greenburg Road, Tiedeman Avenue, and North Dakota Street Study – Delay in design work. ($75,000)
- CIP 96057 Abandon Reservoirs 9-1 and 9-2 and Pump Station 11 – Weather related construction delays. ($50,000)
- CIP 97017 Main Street Green Street Retrofit (Phase 2) – Supply chain delays causing completion of project into FY24. ($200,000)

Carryforwards (CF) from FY23 Budget with additional Appropriation requests:

- CIP 91025 Police, City Hall, and Permit Center Roof Maintenance – Material cost increased much higher than anticipated. (CF: $18,500, plus $65,500)
- CIP 92046 Fanno Creek Trail (RFFA Grant) – Coordinated project with ODOT. ODOT's bids coming in more than $2M higher than initial estimate. (CF: $111,000, plus $1,100,000)
- CIP 91024 Library HVAC System – Initial bids coming in higher than anticipated. Reallocating the budget planned in FY25 budget from CIP 91026 towards this project in FY24. (CF: $214,500, plus $975,000)

New Requests:

- CIP 95080 Power to the Pedal Pilot Program – The City was awarded $105,800 grant from PGE Drive Change Fund in late FY23. Portion of the project was completed in FY23 utilizing available fund appropriations. This request is to increase the fund appropriation in the new year to cost the remaining work needed. ($55,412)
- CIP 95081 Ki-a-Kuts Bridge Pile Rehabilitation – During recent maintenance found that rehabilitation of steel piles at Bents 3 and 4 is needed due to corrosive water conditions. Project estimate is $182,000. Only design work is currently being requested with the construction planned to occur and get budgeted in FY25. ($38,000)
- CIP 92063 River Terrace Parks – Negotiations with the developer to purchase park land in River Terrace came in higher than anticipated. ($150,000)
- CIP 96062 Water System Plan Addendum for Kingston Terrace – Work on this system addendum kicked off in FY23 utilizing existing appropriations from other projects and therefore required no budget amendments at the time. While originally planned to be completed during FY23, delays with the Kingston Terrace development have led this to move to FY24. As such, the project now requires dedicated appropriations in the current fiscal year. ($172,000)
- Q1PD02 Levy Outreach – The Police Department is working closely with the City Manager's Office and Design & Communications and has identified the need to increase public awareness and to develop postcard mailers for Tigard residents to receive information about the Police levy renewal. The estimated cost of two mailers (including postage) to all 36,250 Tigard households is about $25,000. Funds are available within the Asset Forfeiture Fund and just need to recognize the appropriation. ($25,000)
- Q1PD01 Levy Patrol vehicle replacement – One of the two vehicles purchased for use by Police Levy fund to support one of the eight (8) Levy funded patrol officers was hit and requires replacement. The Levy vehicle was not originally slated for replacement until FY26, and additional

appropriation is required to accommodate. ($60,000)

Correction of Funding:

- CIP 95060 Tigard Street (Fanno Creek) Bridge Replacement – Correcting the transfer and fund appropriations to match planned budget. Project was to be City Gas Fund but transfer shows in Gas Tax Fund. No change to planned expense, only correction of the source of fund and associated appropriation. ($1,610,000; net zero)

ALTERNATIVES & RECOMMENDATION

OTHER ALTERNATIVES

Do not adopt the FY 2024 First Quarter Budget Supplemental, which would place significant constraints on projects and negatively impact operational plans.

ADDITIONAL RESOURCES

Fiscal Impact

Cost: 4910484

Budgeted (yes or no): No

Where Budgeted (department/program): N/A

Additional Fiscal Notes:

The FY 2024 First Quarter Supplemental will increase the overall city budget by $9,231,289 across 5 funds. Please note this also includes transfers between funds of $4,320,805 and does not increase overall expenditures. The increase in the expenditures of $4,910,484 is supported from a combination of unanticipated beginning fund balances from carryforward of FY23 budget, grants, and reserves for future expenditures.
Please refer to the exhibits which summarize the fiscal impact of the quarterly supplemental budget by fund.

Attachments

Exhibit A- Q1 Budget Appropriation

FY24 Q1 - Resolution

Exhibit A

ADJUSTED APPROPRIATIONS

10/3/2023

Fund	Program	Adopted	Item #	Request 1	Transfer Request	Revised Budget
100 General Fund						
	8 Transfer	3,319,549	CIP 91024, 91025 & 91027	1,434,500		**4,754,049**
TOTAL		43,171,268		1,434,500	-	**44,605,768**
200 Gas Tax Fund						
	8 Transfer	3,778,842	CIP 91025 & 95065	107,209	(1,610,000)	**2,276,051**
TOTAL		8,054,679		107,209	(1,610,000)	**6,551,888**
205 City Gas Tax Fund						
	8 Transfer	775,299	CIP 91025 & 95070	177,000	1,610,000	**2,562,299**
TOTAL		775,299		177,000	1,610,000	**2,562,299**
240 Criminal Forfeiture Fund						
	6 Police	604,223	Q1PD02	25,000		**629,223**
	8 Transfer	12		120,000		**120,012**
TOTAL		604,236		145,000	-	**749,235**
270 Parks Utility Fund						
	8 Transfer	54,447	CIP 91025	1,400		**55,847**
TOTAL		5,745,530		1,400	-	**5,746,930**
280 Police Levy Fund						
	6 Police	2,384,669	Q1PD01	60,000		**2,444,669**
TOTAL		2,384,669		60,000	-	**2,444,669**
400 Facilities Capital Projects Fund						
	7 Capital Improvements	17,310,000	CIP 91024, 91025, 91027, & 91028	1,642,000		**18,952,000**
TOTAL		17,310,036		1,642,000	-	**18,952,036**
405 Transportation Development Tax						
	8 Transfer	2,209,674	CIP 95070	63,000		**2,272,674**
TOTAL		2,209,674		63,000	-	**2,272,674**
415 Transportation SDC Fund						
	8 Transfer	6,306,224	CIP 92046	1,177,000		**7,483,224**
TOTAL		6,306,224		1,177,000	-	**7,483,224**
420 Parks Capital Fund						
	7 Capital Improvements	12,620,156	CIP 92046, 92063, 92065. 92068, 92069 & 92072	2,071,000		**14,691,156**
TOTAL		12,620,156		2,071,000	-	**14,691,156**
421 Parks Bond Fund						
	8 Transfer	-	CIP 92063	150,000		**150,000**
TOTAL		N/C		150,000	-	**150,000**
425 Parks SDC Fund						
	8 Transfer	6,585,900	CIP 92046 & 95081	750,596		**7,336,496**
TOTAL		6,585,900		750,596	-	**7,336,496**
460 Transportation CIP Fund						
	7 Capital Improvements	12,181,500	CIP 95065, 95070, 95080, 95081 & 97017	890,484		**13,071,984**
TOTAL		12,181,500		890,484	-	**13,071,984**

Exhibit A

ADJUSTED APPROPRIATIONS

10/3/2023

	Fund	Program	Adopted	Item #	Request 1	Transfer Request	Revised Budget
	510 Stormwater Fund						
		8 Transfer	467,763	CIP 91025	1,400		**469,163**
	TOTAL		11,496,225		1,400	-	**11,502,565**
	511 Water Quality/Quantity Fund						
		8 Transfer	-	CIP 97017	41,000		**41,000**
	TOTAL		N/C		41,000	-	**41,000**
	530 Water Fund						
		8 Transfer	45,367,734	CIP 91025, 91028, & 96057	125,700		**45,493,434**
	TOTAL		57,081,386		125,700	-	**57,237,682**
	531 Water SDC Fund						
		8 Transfer	8,888,011	CIP 96062	172,000		**9,060,011**
	TOTAL		8,888,011		172,000	-	**9,060,011**
	532 Water CIP Fund						
		7 Capital Improvements	34,573,000	CIP 96057 & 96062	222,000		**34,795,000**
	TOTAL		34,573,000		222,000	-	**34,795,000**
	All Funds						
*		6 Police	25,986,330		85,000	-	**26,071,330**
*		7 Capital Improvements	87,269,156		4,825,484	-	**92,094,640**
*		8 Transfer	85,506,227		4,320,805	-	**89,827,032**
*	**TOTAL**		294,481,202		**$ 9,231,289**	$ -	**$ 303,712,491**

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-

A RESOLUTION TO ADOPT THE FY 2024 FIRST QUARTER BUDGET SUPPLEMENTAL.

WHEREAS, the city acknowledges those items that were unknown at the time the FY 2024 budget was adopted; and

WHEREAS, the city recognizes approximately $9,231,289 of unanticipated budget in operations and transfers; and

WHEREAS, the increase in budget is offset by unanticipated fund balance from prior year budget now being carried forward, miscellaneous revenue, reserve for future expenditures, and contingency.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2023-24 Budget is hereby amended as detailed in Exhibit A.

SECTION: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2023.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

AIS-5359 **8.**

Business Meeting

Meeting Date: 10/03/2023

Length (in minutes): 5 Minutes

Agenda Title: TCDA PUBLIC HEARING: TOWN CENTER DEVELOPMENT AGENCY FY24 1ST QUARTER SUPPLEMENTAL BUDGET

Authored By: Kalena Plath

Presented By: Kalena Plath, Budget Manager

Item Type: Resolution
Public Hearing
Town Center Development Agency

Public Hearing Legal Ad Required?: Yes

Publication Date: 09/28/2023

Information

EXPLANATION OF ISSUE

Considering the FY 2024 First Quarter Budget Supplemental to the TCDA board for review and adoption.

ACTION REQUESTED

Finance recommends the Board adopt the FY 2024 First Quarter Budget Supplemental.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This is the first time the TCDA Board has been presented with this information.

Public Involvement

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The following is the summary of items that require council action for FY 2024 First Quarter Budget Supplemental. All items are carryforward requests, which the funds were originally budgeted in in FY23, but remaining unexpended at FYE and now require movement into FY24. :

Carryforwards from FY23 Budget:

- CIP 92059 Universal Plaza – Requesting to carryforward $215,500 which was budgeted in FY23 but not yet paid out/expended.
- Triangle Opportunity Fund – Requesting to carryforward $50,000 which was awarded in matching grants for façade/tenant improvements that are not yet complete.
- Building Improvement Fund – Requesting to carryforward $39,555 which was awarded in matching grants for façade/tenant improvements that are not yet complete.

ALTERNATIVES & RECOMMENDATION

OTHER ALTERNATIVES

Do not adopt the FY 2024 First Quarter Budget Supplemental, which will significantly reduce this current year's grant award availability if old grants are not carried forward and constraint project completion.

ADDITIONAL RESOURCES

Fiscal Impact

Cost:	305,055
Budgeted (yes or no):	No
Where Budgeted (department/program):	N/A

Additional Fiscal Notes:

The FY 2024 First Quarter Supplemental will increase the overall TCDA budget by $305,055 across both the Tigard Triangle and Tigard City Center funds. The increase in the expenditures is supported by carryforward of the prior year unused expenditure.
Please refer to the exhibit which summarize the fiscal impact of the quarterly supplemental budget by fund.

Attachments

FY24 Q1 TCDA Resolution

Exhibit A- TCDA Supplemental Appropriations

CITY OF TIGARD, OREGON
TIGARD TOWN CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 23-

A RESOLUTION TO ADOPT THE FY 2024 FIRST QUARTER BUDGET SUPPLEMENTAL TO TOWN CENTER DEVELOPMENT AGENCY (TCDA) URBAN DEVELOPMENT.

WHEREAS, the TCDA acknowledges those items that were unknown at the time the FY 2024 budget was adopted; and

WHEREAS, the TCDA recognizes approximately $305,055 of unanticipated budget in operations and transfers; and

WHEREAS, the increase in budget is offset by unanticipated fund balance from prior year budget now being carried forward.

NOW, THEREFORE, BE IT RESOLVED by the Tigard Town Center Development Agency that:

SECTION 1: The FY 2023-24 Budget is hereby amended as detailed in Exhibit B.

SECTION: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2023.

_____
Chair - TCDA

ATTEST:

_____
TCDA Recorder - TCDA

Exhibit A

ADJUSTED APPROPRIATIONS

10/3/2023

#	Fund	Program	Adopted	Request 1 Items		Revised Budget
940	**City Center Capital Improvements**					
				Building		
		City Center URA	885,000	Improvement	39,555	**924,555**
		Capital Improvements	385,000	CIP 92059	215,500	**600,500**
		Total	1,270,000		255,055	**$ 1,525,055**
945	**Tigard Triangle Capital Improvements**					
				Triangle		
		Tigard Triangle URA	2,530,000	Opportunity	50,000	**2,580,000**
		Total	6,488,000		50,000	**$ 6,538,000**
	All Funds					
		City Center URA	885,000		39,555	**924,555**
		Tigard Triangle URA	2,530,000		50,000	**2,580,000**
		Capital Improvements	4,343,000		215,500	**4,558,500**
		Total	$ 10,977,750		**$ 305,055**	**$ 11,282,805**