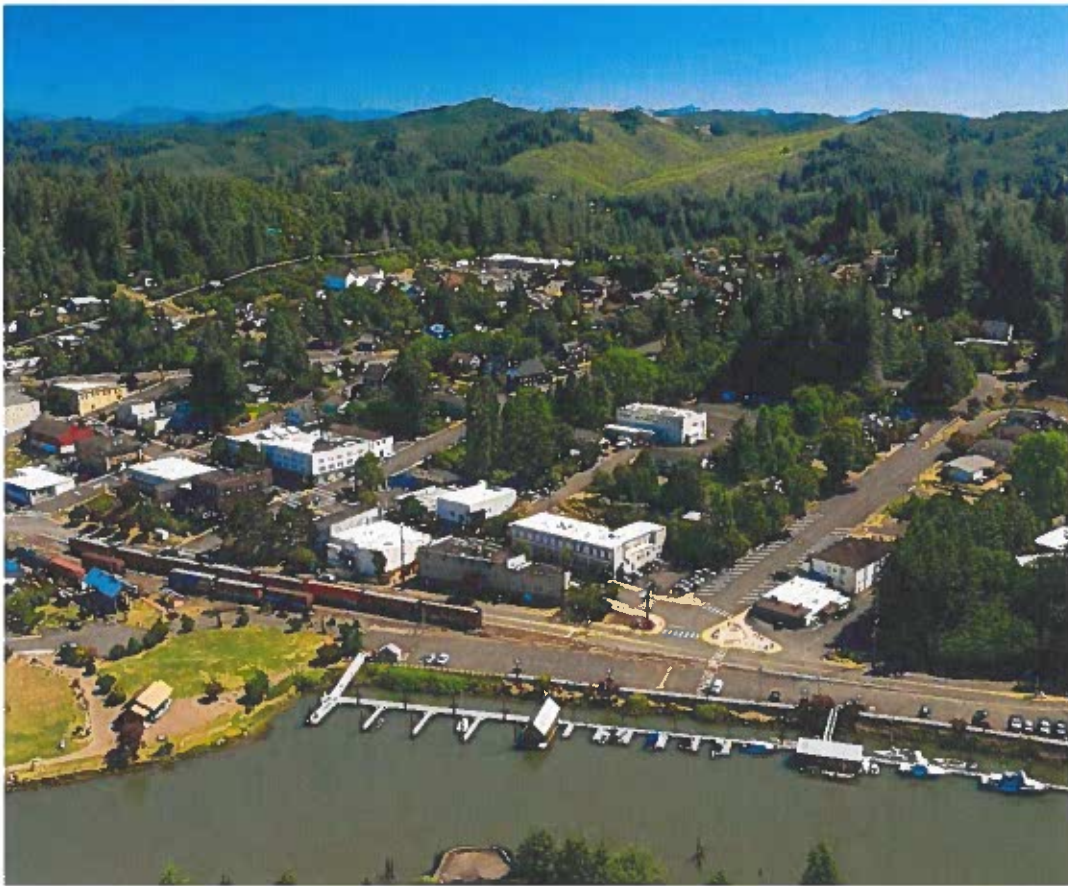


COLLECTIVE BARGAINING AGREEMENT

The City Of Toledo

and

The Toledo Public Safety Association



Expires - June 30, 2025

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ARTICLE 1. AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Toledo, Oregon, hereinafter referred to as the "City" and the Toledo Public Safety Association, hereinafter referred to as the "Association," for the period of July 1, 2022, through June 30, 2025. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement.

It is the purpose of this Agreement to set forth the full and complete Agreement between the parties.

ARTICLE 2. RECOGNITION

Section 1. Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment.

Section 2. Scope of the Bargaining Unit: The bargaining unit covered by this contract consists of all regular full and part-time Emergency Services employees of the City who regularly work twenty (20) hours or more per week, the classifications of which are set forth in Schedule A of this Agreement. The bargaining unit excludes management, temporary, casual and seasonal employees and those who are supervisory or confidential as defined by ORS 243.650.

Section 3. Definitions. For the purposes of this Article, it is agreed that the following definitions shall apply:

Casual Employee - An employee whose employment is on an intermittent or as-needed basis not to exceed 120 hours a month for four consecutive months, unless both parties mutually agree to an extension. (Often as substitutes for regular employees off on leave or as a fill-in during an emergency.)

Employee - A person who works for the City and who is covered by this agreement as stated in Section 2 above.

Part Time Employee - A non-temporary, non-casual and non-seasonal employee regularly scheduled to work at least twenty (20) hours but less than forty (40) hours per week.

Seasonal Employee - An employee hired to fill a position whose scheduled work and length of service is determined by seasonal demands not to exceed six months.

Temporary Employee - An employee who is hired either for an indefinite period of time or for a specific project, not to exceed four (4) months. In either event, a temporary employee has no reasonable expectation of continued employment beyond the specified period or project.

Section 4. New Classifications. The City shall give the Association notice when they create a new position that is not listed in Appendix "A" of this Agreement or when they substantially

change the description of an existing job classification. Such notice shall include a position description, a salary rate, and a statement as to whether or not the City believes the position belongs in the bargaining unit.

Upon receipt of such notification, the Association shall have thirty (30) days in which to notify the City in writing of its desire to enter into negotiations over the rate of pay which the City has assigned to the classification. If there is a disagreement over whether or not the position belongs in the bargaining unit, the Association may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

ARTICLE 3. NONDISCRIMINATION

The City and the Association and the employees jointly recognize that they are required by law not to discriminate against any person by reason of union membership or non-membership, age, gender identity, race, religion, color, national origin, political affiliation, marital status, sexual orientation or disability, as defined by Oregon Revised Statutes. The City and the Association also recognize that the law makes provision for bona fide occupational qualifications and requirements.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the Agreement.

The City shall have no obligation with the Association with respect to the exercise of its discretion and decision-making.

Section 2. Rights Defined. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit, except as those may impact mandatory subjects of bargaining.
- B. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with, regards thereto.

- D. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures, except as those may impact mandatory subjects of bargaining. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by written work rules, existing or future so long as such is not in contradiction with this Agreement.
- E. To manage and direct the work force, including, but not limited to: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment or supplies; and (e) the right to develop work rules not inconsistent with terms of this Agreement, except as those may impact mandatory subjects of bargaining.
- F. To discipline, suspend, demote or discharge non-probationary employees so long as such action is for just cause, and in compliance with due process and the provisions of this Agreement.
- G. To subcontract out work in instances in which the City determines that to do so would be more efficient, or would be more cost effective, and/or would result in an end result of higher quality. If subcontracting would result in layoff or reduction of regular hours of bargaining unit members, the City will provide thirty (30) days' notice, including a cost benefit analysis to the Association. The Association may request to bargain the impact of the City's decision. The City has a right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 5. ASSOCIATION SECURITY AND CHECK OFF

Section 1. Association Membership. Membership or non-membership in the Association shall be the individual choice of employees covered by this contract.

Section 2. Dues deduction authorizations and revocations. The parties agree that both need current copies of dues deduction authorization and revocation forms from Association members. The Association shall be solely responsible to distribute, collect, forward copies of and preserve the originals of such forms. Within five (5) business days of receiving completed forms, the Association shall forward to the City complete, legible copies of dues deduction authorization and revocation forms, signed and dated by the employee showing the employee's printed name and the amount the employee authorizes or no longer authorizes the City to deduct and forward as membership dues. The Association shall be responsible to inform its members of all the terms of Association membership, including dues deductions. The City may answer technical questions about dues deductions but will direct bargaining unit employees with questions about the terms of membership to the Association.

Section 3. The City agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Association. The first full

calendar month of employment will be the first month from which deductions will be made. The amounts deducted shall be transmitted by the 10th of each succeeding month to the Association on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Association and may be revoked by the employee upon request.

Section 4. Hold Harmless. The Association agrees to defend, indemnify and hold the City harmless from and against any and all claims, suits, or orders or judgments brought against the City, and not arising out of the City's own negligence, as a result of the City's good faith compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 5. The City shall furnish the Union by the 10th of each month a complete list of all employees including new hires and those whose employment ended since the prior list was furnished. Such listing shall contain the names in alphabetical order, addresses and job classifications.

ARTICLE 6. ASSOCIATION RIGHTS

Section 1. Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards. Association representatives may distribute Association informational material, provided that such activity does not interfere with the regular work routine of either the Representative or the bargaining unit members.

Section 2. Visits by Association Representatives. The City agrees that duly elected representatives of the Association shall have reasonable access to the premises of the City to conduct Union business with members of management without loss of pay.

When circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance or an unfair labor practice during work time without loss of pay, provided that such activity does not interfere with the regular work routine of either the Association Representative or the bargaining unit member. However, the representative shall first advise their supervisor and shall keep such activity to the minimum time actually required and shall not disrupt City services.

Other Association business that Association representatives have with bargaining unit employees shall be conducted during breaks or when the representative and the employee(s) are off duty.

Section 3. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force, other than required public safety information. If necessary, the supervisor may administratively order any employee to immediately provide public safety information necessary to secure the scene and pursue suspects. Public safety information shall be limited to such things as outstanding suspect information, number and direction of shots fired, parameters of the incident scene, identity of known witnesses, and similar information.

Section 4. The Association shall keep the City informed of the names and offices of all Association representatives by delivering written notice of same by October 1 of each year to the office of the City Manager. The Association shall also report changes in the names and/or offices of such representatives within fourteen (14) calendar days of the date of the change.

ARTICLE 7. CONTRACT NEGOTIATIONS

The Association negotiating team shall be composed of up to three (3) employees and one (1) non-employee as long as no more than one employee on the team is employed in the Police, Fire or Dispatch Departments, respectively. They shall be permitted to attend negotiating meetings with the City representatives, mediation and fact-finding sessions without loss of pay to the extent that such meetings are scheduled during duty hours of the members so attending. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 8. NO STRIKE – NO LOCKOUT

Section 1. The parties acknowledge that ORS 243.736 prohibits bargaining unit employees the right to strike. During the term of this Agreement the Association shall not allow, cause, or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732, nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

Section 2. Any employee who commits any of the acts prohibited in this article may be subject to discharge or other disciplinary action.

Section 3. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association, upon notification, shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

Section 4. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

Section 5. Lockout. There will be no lockout of employees in the Unit by the City during the term of this Agreement.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute regarding the application, meaning or interpretation of a particular provision of the Agreement or regarding an alleged violation of this Agreement. Grievances do not include matters covered by Article 27.3 and 27.4 of this Agreement.

In the event more than one employee has a common grievance, the employees or the Association may initiate a group grievance.

Section 2. Notwithstanding the following procedure, it is the intent of the City and the Association that the grievant first attempt to resolve the grievance informally with their supervisor prior to using the grievance procedure. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure. However, when the parties agree that circumstances of a particular grievance make it sensible to do so, such grievance may be started at Step 2:

Step 1.

The aggrieved employee, with or without Association representation, shall submit the alleged violation in writing on the grievance form attached as "Appendix A" to this Agreement to the employee's immediate supervisor within fourteen (14) days of its occurrence or within fourteen (14) days of the date the employee should have reasonably become aware of the event. The notice shall include (1) a statement of the grievance and relevant facts; (2) provision of the contract allegedly violated; (3) remedy sought; (4) the employee's or Association representative's signature; and (5) the date on which the grievance was signed. The supervisor shall meet with the aggrieved party and respond to the grievance in writing as quickly as possible, but no later than fourteen (14) days after the written grievance was received.

Step 2.

If the grievance remains unresolved, the Association may within fourteen (14) days from receipt of the reply of the immediate supervisor, or the date on which it was due whichever is earlier, submit in writing the grievance to the department head with a copy of all material submitted or received at the first step hereof. The department head shall meet with the aggrieved party and an Association representative and shall respond to the grievance in writing within fourteen (14) days of the receipt of the Step 2 grievance.

Step 3.

If the grievance is still unresolved, the Association may within fourteen (14) from the receipt of the department head's reply or the date on which it was due whichever is earlier, submit the written grievance to the City Manager with a copy of all materials submitted or received at previous steps hereof. The City Manager shall meet with the aggrieved party and an Association representative and shall respond to the grievance in writing within fourteen (14) days of receipt of the grievance.

Step 4.

If the grievance remains unresolved, the parties, by mutual written agreement, may within the twenty-one (21) days from the decision of the City Manager, notify the City and the State Mediation and Conciliation Service in writing of their intent to enlist the assistance of a state mediator. If the parties do not agree to mediate, the Association may move the grievance to Step 5.

Step 5.

(a) Except for grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, if the grievance remains unresolved after Step 4, it may be submitted

within the twenty-one (21) days referenced in Step 4 to an arbitrator in the following manner. If the parties cannot agree upon an arbitrator, a list of seven (7) Oregon and Washington names shall be requested from the Employment Relations Board. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator.

(b) For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the timelines outlined in this article shall still apply; however, the parties shall adhere to ORS 243.808 and the ERB process for arbitrator selection.

The arbitrator shall set a time and place for hearing which is agreeable to all parties. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties agree to ask the arbitrator to deliver their decision and award within thirty (30) days of the filing of post-hearing briefs. The arbitrator shall retain jurisdiction over the grievance for sixty (60) days from the date the decision is delivered to hear and decide any post-decision matters.

Section 3. The arbitrator's fees and expenses shall be borne by the losing party, as determined by the arbitrator. Each party shall be responsible for the costs of presenting its own case to arbitration.

Section 4. The term "Days" as used in this Article, unless specified to the contrary, shall mean calendar days. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure by the Association to initially submit the grievance or to advance it to a higher Step in accordance with these time limits without explicit written waiver by the City shall constitute abandonment of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the Association to advance the grievance directly to the next step in the procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter is withdrawn.

Section 5. The employee shall have the right to be represented by an Association representative at any level of the grievance procedure. Employees in the bargaining unit involved in meetings with the employer under the grievance procedure shall be allowed time off with pay for that purpose.

Section 6. Consistent with Article 6.2, when circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance during work time. However, the representative shall first advise their supervisor and shall keep such activity to the minimum time actually required and shall not disrupt City services.

ARTICLE 10. PROBATIONARY PERIOD

Section 1. Probationary Period. Initial probation for non-certified sworn police officers shall be eighteen (18) months. Newly hired DPSST-certified police officers' probation shall be nine (9) months.

Initial probation for non-certified dispatchers shall be twelve (12) months. Newly hired DPSST-certified dispatchers' probation period shall be six (6) months.

Initial probation for non-certified, non-sworn Community Service Officers shall be twelve (12) months.

Initial probation for Fire Department classifications shall be nine (9) months.

During the probationary period the City may discharge a probationary employee without just cause. Probationary employees shall have no recourse to the grievance procedure stated at Article 9 of this Agreement on matters of discipline and discharge.

Section 2. Promotional Probation. Every promoted employee shall serve a probationary period of six (6) months. If, before the end of the probationary period, the promoted employee fails to meet the required work standard or if the promoted employee so chooses, they shall return to their previously held position and wage rate. No employee shall be terminated from employment during promotional probation without just cause. This Section shall apply to employees promoted to a classification outside of the bargaining unit.

ARTICLE 11. SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service for the City without a break, as defined in Section 2 below. Upon completion of probation, an employee shall be credited with seniority back to their most recent date of hire.

Section 2. Break in Seniority. The accrual of seniority shall end upon the end of the employment relationship between an employee and the City by:

- A. The discharge of an employee.
- B. Resignation or retirement.
- C. Exhaustion of recall rights following layoff.

Section 3. Separate seniority lists shall be kept for full-time and part-time employees. Seniority earned in full-time status shall be calculated and recorded separately from seniority earned in part-time status. These lists shall be kept current and shall be made available to the Association upon request. Part-time employees shall accrue seniority proportionate to the actual number of hours they work. If two (2) or more employees start work on the same date, their order of seniority shall be determined by lot.

Section 4. Notice of all job openings within the Police Department and Fire Department shall be posted on bulletin boards for a period of at least ten (10) working days prior to filling the position. Such notice shall include a position description and a statement of all qualifications required for the position by the City.

ARTICLE 12. DISCIPLINE AND DISCHARGE

Section 1. Discipline. The principles of progressive discipline shall normally be used. Discipline shall normally begin with a written reprimand. When circumstances of each separate incident or combination of incidents warrant discipline, however, higher levels of discipline may be appropriate for more serious kinds of misconduct. Disciplinary action may be imposed upon a non-newly hired probationary employee only for just cause. Disciplinary action shall include, but not be limited to, the following:

- A. Written Reprimand
- B. Suspension with or without Pay
- C. Demotion
- D. Termination of Employment

Verbal counseling, coaching or admonishment are not considered discipline and are not subject to the grievance process.

Section 2. Use of Discretion. If a supervisor has reason to discipline an employee or to verbally counsel, coach or admonish them regarding work performance, the supervisor shall attempt, as much as circumstances allow, to deal with the matter in a manner that will not embarrass the employee before other employees or the public.

Section 3. Investigatory Interviews. At least 24 hours prior to being interviewed as part of an investigation about a matter that may lead to economic discipline, the City shall notify the employee to be interviewed in writing of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances relevant to the allegations. The City acknowledges a bargaining unit member's right to the presence of an Association representative where that member has a reasonable belief that the questions posed could lead to discipline. Within thirty (30) days following completion of any such investigations, the City shall notify the employee of the results.

Section 4. Pre-Discipline Notice. Except for employees on initial, new hire probation, employees shall be discharged only for just cause. Any employee who is under consideration for discipline that has a direct economic impact, including but not limited to, suspension without pay, demotion, discharge, shall be notified immediately in writing of that fact and of the basis for such action. The employee and an Association representative shall be afforded an opportunity to refute such charges or present mitigating circumstances at a time and place specified in the notice, which date shall not be less than five (5) days from the date the pre-disciplinary notice is delivered. If the employee is discharged, any grievance filed by or on behalf of the employee shall be initiated at Step 3 of the grievance procedure within fourteen (14) days of the discharge.

The notice requirements in this section do not apply to criminal investigations or to preliminary questions directed at gaining a general overview of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence.

ARTICLE 13. PERSONNEL RECORDS

Section 1. Personnel Files. There shall be only one (1) official personnel file for each employee. However, this provision shall not be construed to prevent supervisors from maintaining a "working file" to be used for evaluation purposes.

Section 2. Right to Inspect, Removal of Adverse Materials. An employee may inspect the contents of their official personnel file and any working file at reasonable times. Confidential reports received from references will be excluded. Pursuant to OAR 166-200-0305(4) and (10), discipline and grievance records shall be retained for no longer than three (3) years after the final decision has been issued.

Section 3. With the exception of performance evaluations, material reflecting caution, coaching, warning, admonishment, or discipline short of discharge, shall be removed from the personnel file after twenty-four (24) months. Materials related to the discharge of an employee shall remain no more than ten (10) years. Materials removed after twenty-four (24) months may be retained by the City in a separate file to comply with minimum retention requirements established by the Archives Division of the Oregon Secretary of State.

Section 4. Employee Signature. No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material or refuses to sign, the City may place the material in the files provided a statement has been signed by a management representative that a copy of the document was mailed to the employee at their address of record.

Section 5. Employee Rebuttal. If the employee believes that any of the above material reflects critically upon them, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material. This shall be included as part of their personnel record until the material is removed.

Section 6. Favorable Material. Upon approval by the supervisor an employee may include in their personnel files, copies of any relevant material they wish, such as letters of favorable comment,

licenses, certificates, college course credits or any other material which reflects creditably on the employee. Such request may not be unreasonably denied.

Section 7. Disclosure of Material. Employee personnel files shall be considered exempt or conditionally exempt from disclosure pursuant to a public records request as far as allowed under ORS 192.345 and ORS 192.355.

ARTICLE 14. LAYOFF

Section 1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. No full-time regular employees shall be laid off while temporary seasonal, probationary and part-time employees are retained by the City. Employees shall be given at least 15 calendar days' written notice prior to the effective date of a layoff. Any employee who is to be laid off shall be given bumping rights based on seniority into any other represented classification in the bargaining unit with the same or lower salary range for which they are qualified in the City's sole discretion. For the purpose of this Agreement the same salary range is any that is plus or minus one (1) percent at Step 1 of the salary schedule.

Section 2. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification with employees on recall status until all laid off employees in that classification have had an opportunity to return to work.

An employee's failure to report to work or contact their Department Head to arrange a mutually agreeable report to work date within five (5) days of the actual receipt of a notice of recall will be considered grounds for removal from the recall list. Notice shall be sent to the last address provided to the City by the employee through personnel records and to the Association. It shall be the employee's sole responsibility to update the City about changes in the employee's mailing address.

Section 3. An employee on recall status who applies, and is hired, for a vacancy in the City other than in the classification from which they have been laid off, shall remain on the recall list for their former classification.

Section 4. Seniority and benefits shall not accrue during layoff. All seniority rights, - accrued sick leave, rate of vacation accrual and retirement plan arrangements to which an employee was entitled at the time of layoff unless modified by subsequent contract negotiations shall be restored upon recall. Layoff status shall not extend for more than twenty-four (24) months, provided the employee has maintained their DPSST Certification.

ARTICLE 15. HOURS OF WORK

Section 1. Work Hours. The normal hours of work each day shall be consecutive. All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time. However, nothing herein shall be construed in such manner as to prevent the City from

changing such schedule when operational needs require such change. The Fire Chief shall establish the work schedule for the Fire Department

Section 2. Work Week.

- A. Dispatchers: the work week begins at 12:00:00 a.m. each Sunday and ends at 11:59:59 p.m. the following Saturday. An exception shall be when a shift starts on a Saturday and ends on Sunday, in which event all hours of the shift shall be credited as having been worked on the Saturday.
- B. Police Officers, Community Service Officer and Fire Personnel: the work week begins with an employee's first day of work each calendar week.
- C. The work week consists of forty hours except for the employees working a 3/12 shift, as provided for in section D.
- D. Shifts within the work week are grouped as
 - five (5) consecutive days of eight (8) hour shifts with two consecutive days off, or
 - four (4) consecutive days of ten (10) hour shifts with three (3) consecutive days off, or
 - three (3) consecutive days of twelve (12) hour shifts with three (3) consecutive days off
 - or three (3) twelve (12) hour shifts followed by three (3) consecutive days off *followed by* four (4) twelve (12) hour shifts followed by four (4) consecutive days off.
 - Pittman Schedule: (for Dispatch Employees only unless otherwise mutually agreed): Two consecutive 12-hour shifts followed by
 - Two consecutive days off followed by
 - Three consecutive days of 12-hour shifts followed by
 - Two consecutive days off followed by
 - Two consecutive days of 12-hour shifts followed by
 - Three consecutive days off.

The choice of shift groupings shall be at the discretion of the City, unless the employee is assigned to on-call duty under Section 8 of this Article.

- E. Notwithstanding the above, the City may change the shifts within the work week with fourteen (14) days' written notice to the employees. The City will post the work schedule fourteen (14) days in advance. Any work week designated by this section shall contain consecutive days off.
- F. To accommodate for training and regularly scheduled shift changes (once every three months in patrol, and once every month in dispatch), an employee's shift may be adjusted within a 14-day period. For this adjustment, an employee may be scheduled

for: (i) 12 hour shifts not to exceed 84 hours within the 14-day adjustment period, (ii) 10 hour shifts not to exceed 80 hours within the 14-day adjustment period, or (iii) 8 hour shifts not to exceed 80 hours within the 14-day adjustment period. Hours worked within this 14-day adjustment period in excess of each of these limits shall be compensated at the overtime rate.

Section 3. Work Schedules. Schedules showing the employees' shifts, workdays, and hours shall be posted on the department computer system. Regular changes in shift assignment may be made by the Department Head with seven (7) days' advance notice, except for emergency situations, in the following manner.

- Police Officers' schedules may be changed once every two (2) or three (3) months as mutually agreed to by the City and the Association. Police officers will not be assigned to the same shift for more than six (6) consecutive months.
- Dispatchers' schedules may be changed monthly.
- Employees in any classification may request exceptions to the two-shift rotation agreements stated immediately above. Such requests may be granted upon mutual agreement of the impacted parties and at the sole discretion of the Chief or their designee.

An emergency is defined as an unforeseen event affecting the department's staffing allocations. In the event an emergency change in the employee's work schedule is required, the employee must be notified by the chief or their designee as soon as practical after the emergency becomes known to the supervisor.

Section 4. Rest Periods. Each employee shall be allowed a fifteen (15) minute paid rest period during each one-half shift. The time at which rest periods are taken by an employee shall be in accordance with the operating requirements of each department and shall be considered compensated time.

Section 5. Meal periods. Each employee shall be granted a one-half hour compensated meal period during each work shift. Meal periods shall be taken at or about the middle of the work shift, consistent with operating requirements of each department. Employees may be required to perform the duties of their position during this meal period dependent on the operational needs of the department.

In overtime situations, meals will be handled according to current practice.

Section 6. Clean-up Time. Employees shall be granted reasonable cleanup time when needed as a result of their assignment. This time is considered on duty time. The City shall provide the required facilities for the employees to clean up.

Section 7. Shift Exchange. Upon approval by the department head or designee, employees may exchange shifts when the change does not interfere with the operation of the department. If the change involves more than one work shift or more than forty (40) hours a week, the employee shall not receive any overtime or other bonus compensation from the City for the exchange. The

department shall not be obligated to enforce any trade time obligations owing between employees. It is the sole responsibility of the employees involved to monitor and rectify any trade time obligations.

Section 8. On-Call Duty. If an employee is required by the City to serve on-call duty, they shall be compensated at the rate of two (2) hours' pay at the straight time rate for every eight (8) hours of on-call duty. Employees who are called into active duty while serving on-call duty, will be compensated hour for hour at the appropriate rate for all time on active duty. Employees who are required to remain on-call on or so close to City premises that they cannot utilize that time effectively for their own purposes are considered working while on-call and shall be paid for the entirety of the on-call period. On-call duty shall only be assigned to employees for work within their own classification.

Section 9. If there are at least two (2) employees on duty in a given classification, employees shall be allowed up to sixty (60) minutes, including travel time, for physical exercise during their shift. In this event, one (1) employee per classification may work out at a time, subject to recall. The employee exercising must be reachable by telephone.

Section 10. Understanding the need for sufficient rest between shifts, the City will, at all times, try to manage the schedule to permit employees not less than ten (10) hours off between shifts.

ARTICLE 16. OVERTIME

Section 1. Dispatchers, Firefighters and the Community Service Officer will be paid at the overtime rate of one and one-half (1½) times their hourly rate of pay for hours worked in excess of the hours of their scheduled shift or in excess of forty (40) hours in a work week. Except for sick leave, the notice of which is emergent and was not pre-scheduled at least forty-eight hours in advance, paid time off during the work week shall be included in the computation of hours for calculating overtime pay.

For sworn Police Officers, the City shall use a one hundred-seventy-one (171) hour in a twenty-eight (28) consecutive day FLSA work period for all shift groupings except the grouping of three 12-hour shifts on three consecutive days followed by three days off. For that grouping, the City shall use an FLSA work period of one hundred and forty-six and one-half hours (146.5) in twenty-four (24) days.

Police Officers will be paid at the overtime rate of one and one-half (1½) times their hourly rate for hours worked in excess of the hours of their scheduled shifts. Except for sick leave, the notice of which is emergent and was not pre-scheduled at least forty-eight hours in advance, paid time off during the work week shall be included in the computation of hours for calculating overtime pay.

For all employees, there shall be no pyramiding of hours for the purpose of paying overtime pay or accruing compensatory time.

Section 2. Call Back. Call back occurs when an off-duty employee is called in to work outside of their normal work schedule. Call back for court or an employee's voluntary decision to cover an overtime shift will not result in call back pay. Overtime compensation shall be paid for the actual hours of overtime worked provided that a minimum of two (2) hours shall be paid in each instance of a call back if the employee is called back at least one (1) hour before or after their shift. If an employee is called back on a scheduled day off, the employee shall be paid for the actual hours of overtime worked provided that a minimum of three (3) hours shall be paid in each instance of such call back.

In addition, if the employee is called back to work outside of their normal work schedule, the employees comp time bank shall be credited with (non-FLSA) comp time as follows:

- For hours worked up to one-half of the scheduled shift – 4 hours of (non-FLSA) comp time.
- For hours worked exceeding one-half of the scheduled shift – 8 hours of (non-FLSA) comp time.

However, employer required attendance at work-related court events or at meetings or trainings or an employee's voluntary decision to cover an overtime shift will not result in (non-FLSA) comp time.

Section 3. Distribution of Overtime and Notice.

A. Within the operational needs of a department, the City will attempt to distribute overtime opportunities equitably.

B. Except in an emergency, defined as an unforeseen event affecting the department's staffing allocations, employees will be given at least seven (7) days' notice of an overtime assignment. Notification must be made to the involved employee directly, either verbally or in writing. Management will ensure that the employee is aware of the change either verbally or in writing.

Section 4. On a department-by-department basis, employees shall be compensated for overtime worked either in payment of overtime wages or compensatory time off, at the City's discretion.

Section 5. Employees may not accrue more than one hundred (100) hours of compensatory time. In the event an employee has accrued one hundred (100) hours of compensatory time, the City shall have the option to either pay the employee for the excess compensatory time or require the employee to take comp time off.

ARTICLE 17. WAGES

Section 1. Employees shall be paid in accordance with Schedule A, attached.

Effective and retroactive to July 1, 2022, wages shall be increased by 4.0%.

Effective July 1, 2023, wages shall be increased by 5.0%.

Effective July 1, 2024, wages shall be increased by 4.0%.

Section 2. Placement on the Salary Schedule:

- A. **Uncertified New Employees.** Never before certified personnel in any bargaining unit classification are hired at Step 1 and move to Step 2 after twelve (12) months of satisfactory performance. Employees shall then move up one step on the pay scale each subsequent employment anniversary on verification of satisfactory performance.
- B. **Expired or Out of State Certified Employees.** New non-certified employees with past DPSST or non-DPSST certified law enforcement, fire department, or dispatch experience shall be started at step 1 of the appropriate salary range. At the completion of their probationary period (police officers - nine (9) months; dispatchers - six (6) months; fire personnel – nine (9) months), they shall be placed at the pay step equivalent to their total years of full-time, DPSST recognized, certified experience, as shown on the chart at the bottom of this section.
- C. **The Department Head may authorize placement at a higher starting pay or higher post-probation step based on previous years of certified law enforcement, fire department experience.** Any such experience will be determined by DPSST standards and certified through DPSST records, and the relevance of said additional experience shall be considered at the sole discretion of the City. Such pay step placement shall consider the gap in service, the currency and relevancy of the experience, and the benefit that said experience brings to the City in determining any accelerated advancement on the pay step scale. Any such accelerated advancement is at the sole discretion of the City.
- D. **Currently Certified New Employees.** Currently DPSST-certified police officers, fire personnel, and dispatchers will be hired at the step commensurate with their experience, as shown on the chart at the bottom of this section. After successfully completing their probationary period (police officers - nine (9) months; dispatchers - six (6) months; fire personnel – nine (9) months), employees with significant experience will be moved up to the next corresponding pay step, as shown on the following chart. These employees will then move up another step after twelve (12) months' total satisfactory employment within their department. This then becomes their anniversary date, and they will move up the salary schedule after every subsequent twelve (12) months of satisfactory performance.
- E. **Salary Step Placement Chart.**

Total Years of DPSST Certified Experience at Date of Hire	Starting Step	Completion of Probation Step	Anniversary Step
Less than four (4) years	2	2	3
Four (4) years or more	3	4	5
Five (5) years or more	4	5	6
Six (6) years or more	5	6	6

F. No employee will suffer a reduction in step placement because of the language changes in this section.

Section 3. Employees will progress from step to step on the salary schedule on their anniversary date pending satisfactory performance.

Section 4. A police officer shall be paid one hundred and seventy-five dollars (\$175.00) per month in addition to their wage for an Intermediate Certificate awarded by the State of Oregon. A police officer shall also be paid an additional two hundred dollars (\$200.00) per month to their wage for an Advanced Certificate awarded by the State.

Section 5. A dispatcher shall be paid one hundred and seventy-five dollars (\$175.00) per month in addition to their wage for an Intermediate Certificate awarded by the State of Oregon. A dispatcher shall also be paid an additional two hundred dollars (\$200) per month to their wage for an Advanced Certificate awarded by the State.

Section 6. Certification pay: Fire Department employees are eligible for up to \$325 incentive pay per month for obtaining and maintaining the following listed certifications.

Intermediate certification pay. The City shall pay \$150/month to employees who obtain and maintain the Live Fire Instructor, Rope Operations, Passenger Vehicle Extrication, Youth Fire Setter Intervention Specialist, Fire Officer I, or Automotive Certification certifications.

Advanced certification pay. The City shall pay \$175/month to employees who obtain and maintain the Fire Officer II, Rope Technician, Heavy Vehicle Extrication, Emergency Vehicle Technician and Fire Inspector II certifications.

Section 7. Employees assigned Field Training Officer duties will be compensated an additional five percent (5%) of base pay for all hours spent preparing for and performing such duties.

Section 8. Employees who are assigned to a rotation as Detective will be compensated an additional five percent (5%) of base pay during that rotation.

Section 9. Employees who are assigned Range Master/Firearm responsibilities will be compensated an additional 5% of base pay for all hours spent preparing for and performing such duties.

Section 10. The City shall assign primary Evidence Technician responsibilities to bargaining unit employees. This shall not preclude the Sergeant or the Chief of Police from performing such

responsibilities on an “as needed” basis. Employees who are assigned Evidence Technician responsibilities will be compensated an additional five percent (5%) of salary for all hours spent preparing for and performing such responsibilities.

Section 11. The City of Toledo shall establish two payroll dates per month at relatively equal intervals. Payroll may be fully computed, or a mid-month payroll draw may be established against the employee’s expected monthly wages.

Section 12. Longevity: Employees who complete five (5) years of service will receive an additional one percent (1%) monthly of their base wage, employees who complete ten (10) years of service in the bargaining unit shall receive an additional one and a half percent (1.5%) monthly of their base wage, and employees who complete fifteen (15) years of service in the bargaining unit shall receive an additional two percent (2%) monthly of their base wage. The above longevity increases are non-cumulative. Twenty-year employees receive a total of two-and one-half percent (2.5%) of monthly of their base wage.

Section 13. Professional Development: The City shall reimburse employees for no less than fifty percent (50%) up to \$250 per fiscal year of the cost of tuition for attending one higher education class at an accredited college which, in the City’s sole discretion, is job-related and which provides a skill beneficial to the City. To qualify for this reimbursement, an employee must request and receive approval from the City before the class begins. Furthermore, the employee must receive a 2.0 grade point average or higher or a “pass” if no grade is available for the class. The employee must present proof of enrollment in the class together with the official document sent to the employee by the college stating their final course grade to obtain reimbursement.

ARTICLE 18. RETIREMENT

Section 1. The City shall continue to participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) or its successor. The City will pay the employer’s contribution and will pick up, assume, or pay the six percent (6%) employee’s contribution to the Individual Account Program (IAP).

ARTICLE 19. HOLIDAYS

Section 1. Full-time employees shall be entitled to ten (10) hours of paid time off per full calendar month of employment, in lieu of holidays.

Part-time employees will be entitled to pro-rata holiday accrual, calculated in accordance with past practice.

Section 2. Such time off shall be granted at the time requested by the employee, subject to the operational needs of the City. No employee shall have accumulated more than forty (40) hours of such time off at any given time. Any hours in excess of forty (40) will be paid for by the City.

ARTICLE 20. VACATIONS

Section 1. Vacation Leave. The accrual of hours of paid vacation leave begins on a new employee's first day on the job. Except as otherwise permitted by the City, employees may begin using vacation leave after six (6) months of continuous service with the City.

Section 2. Accrual Rate. With the exception of mid-month hires, the accrual for which shall be pro-rated, full-time employees shall accrue paid vacation leave at the rate below. Part-time employees shall accrue hours of paid vacation on a prorated basis.

Continuous Years of Service	Accrual Rate
1st day through four years	8 hours per month
Five through Nine years	10 hours per month
Ten through Fifteen years	12 hours per month
Sixteen through twenty years	14 hours per month
Twenty-one or more years	15 hours per month

Section 3. Continuous Service. Separation from City employment shall result in the loss of continuous service for the purpose of the rate at which vacation leave accrues. Time spent by an employee on paid military leave, sick leave, leave protected by an accepted workers compensation claim, other authorized leave or layoff shall be considered part of continuous service. However, vacation leave does not continue to accrue during periods of layoff.

Section 4. Crediting Vacation Leave. Full time employees shall accrue hours of vacation leave after the end of any month in which they are paid for eighty (80) or more hours. However, employees paid for less than a full-time schedule of hours in a month shall accrue vacation hours in proportion to the hours for which the employee was paid.

Section 5. Rate of Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's job on the payday immediately preceding the employee's vacation period.

Section 6. Vacation Scheduling. Employees will be notified whether or not their vacation request has been approved and granted within fourteen (14) days from the date that the vacation time off is requested. If the City is compelled by such operational requirements to limit the number of vacations occurring at the same time, the employee with the greatest seniority within the job classification within their department shall be given preference of choice for vacation periods. This seniority right may be exercised only once per fiscal year.

Section 7. Maximum Amount Permitted. The accrual of hours of paid vacation leave shall be capped at 225. Banks of accrued vacation leave that reach 225 hours shall stop accruing hours until the employee reduces the hours in their bank by using some or by selling some pursuant to Section 10. In this event, the appropriate supervisor may require an employee to use accrued

vacation. No payment shall be made for vacation time beyond two hundred twenty-five (225) hours because of accrual limitation unless the failure to take the vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 8. Compensation. Any regular employee who resigns in good standing, is laid off, discharged, or retires from the service of the City for any reason shall be compensated by check for all of their accrued but unused vacation hours at the time of separation.

Section 9. Death Compensation. In case of death of a regular employee, compensation for accrued but unused vacation leave shall be paid in the same manner that salary due the decedent is paid.

Section 10. Selling Vacation Leave. Employees may sell a portion of their accrued but unused vacation leave once per fiscal year to the City. An employee may request a lump sum payment for up to forty (40) hours of accrued vacation leave, as long as they retains a balance of at least eighty (80) hours. The rate of vacation pay shall be the employee's usual straight time rate of pay in effect for the employee's classification on the payday immediately preceding the employee's request for such pay.

Section 11. Vacation Expenses Reimbursement. The City will not cancel a previously approved vacation without having exhausted all potential remedies. Should such a cancellation occur, the City will reimburse the employee for any reasonable non-refundable expenses incurred prior to the cancellation. Once an employee receives approval for a vacation request, they may request to cancel their selection with a fourteen (14) day written notice to the City. Upon receipt of a timely written cancellation from an employee and for as long as there remains at least fourteen (14) days before the first day of the cancelled vacation, the City will allow other employees the opportunity to request the time that was cancelled off.

ARTICLE 21. SICK LEAVE

Section 1. Accumulation. All full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service completed. Employees who regularly work twenty (20) hours or more per week shall accrue sick leave on a pro-rata basis. Sick leave shall begin to accrue on the first date of employment. Sick leave shall be capped at nine hundred and sixty (960) hours.

Section 2. Utilization. Employees who have accrued paid sick leave hours may use sick leave for any purpose set forth in "Appendix B" to this agreement.

Section 3. Probation. Probationary employees are entitled to use sick leave upon the accrual of it.

Section 4. Procedure. To use sick leave, the employee shall notify the immediate supervisor of the need to use sick leave and the expected length thereof, as soon as practicable up to ten (10) calendar days in advance, and, if possible, not less than one hour prior to the employee's next work shift.

Section 5. Medical Verification. A health care provider's medical verification of the need to use sick leave, may be required at the option of the department head or their designee for absences of more than three (3) scheduled workdays.

If the need for sick leave is foreseeable and is projected to last more than three scheduled workdays, medical verification from a qualified health care provider may be required before the sick leave begins or as soon as otherwise practicable if the employee has been advised in advance of such necessity. Such requirements will be applied equitably and consistently.

Section 6. Reporting Responsibility. An employee's absence from work without notice for two (2) or more consecutive workdays will be considered grounds for dismissal unless failure to notify was due to circumstances beyond the employee's control.

Grounds for grieving discipline based on this agreement are confined to the questions of 1) whether the employee notified the City within two consecutive workdays, or if not, then 2) whether the failure was due to circumstances beyond the employee's control. In such cases, the burden of proof shall be on the grievant to prove one or the other.

Section 7. Sick Leave Donation. Any employee may donate a portion of their own accrued but unused sick leave to another City employee who is absent from work for a purpose described in Appendix B and who has exhausted all but the number of hours of paid leave that would cover three (3) of the employee's shifts. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least eighty (80) hours. On a case-by-case basis, the City Manager may authorize donations of additional sick leave.

Section 8. Extended Illness. An employee may utilize accrued but unused compensatory or vacation accruals for a purpose described in Schedule B, after sick leave has been exhausted. Leave without pay as may be available under OFLA may also be used after exhaustion of paid sick leave. Upon exhaustion of OFLA leave (if applicable), employees may apply in writing for unpaid leave pursuant to Article 22, Section 6.

ARTICLE 22. OTHER LEAVES

Section 1. Parental Leave. An unpaid parental leave of absence shall be granted to any regular employee upon request for the birth or adoption of a child or the new placement of a foster child in accordance with State law. Employees on parental leave shall continue to accrue seniority. Upon their return, the employee shall be reinstated to their previous position¹ unless the position has been eliminated or a layoff has occurred. In such a situation, the returning employee shall have the opportunity to exercise their rights under Article 14 - Layoff.

Section 2. Bereavement Leave. A leave of absence with pay for up to five (5) days shall be granted an employee when a death of a member of the employee's family (as defined in Schedule B but also including biological, adopted or foster siblings, siblings-in-law and anyone living in the

¹ Position is defined as a budgeted position, not a work schedule.

employee's home), requires the absence of an employee. Should circumstances require an employee to be absent longer than five (5) days, the excess shall be charged against accrued sick leave, compensatory time or vacation leave. The use of sick leave or unpaid OFLA leave used for bereavement leave for a family member is limited to two work weeks and must be used within sixty (60) days of the date the employee receives notice by any means of the death of the family member.

For the death of a non-family member an employee may use vacation leave or comp time but not sick leave or unpaid OFLA leave.

Section 3. Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness related to their employment with the City, they will not suffer any loss of pay. They shall transfer any and all compensation, less mileage allowance received, to the City and shall receive their regular compensation for the time covered by the absence. Time not worked because of such service will not affect seniority, vacation or sick leave accrual.

Section 4. Military Leave. Eligible employees shall be granted military leave in accordance with applicable federal and state law.

Section 5. Education and Training Leave. When it requires employees to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to their employment, the City shall pay the employee's wages in compliance with the Fair Labor Standards Act.

The employee shall be reimbursed for all tuition, fees, books and materials for training courses the City pre-approves for the employee to attend. The course must, in the discretion of the City, be related to or beneficial to the city employment. The City shall pay for all DPSST training which is approved by the Police Chief.

The City will make a reasonable effort to provide mutually beneficial training opportunities. Within the operational needs of a department, the City will attempt to distribute those opportunities equitably.

Section 6. Leave Without Pay. A leave of absence without pay not to exceed six months may be granted by the City Manager if, in their sole discretion, the City service will not be adversely affected. The employee shall not accrue paid leave benefits or seniority during such leave, nor be entitled to the continuation of any health insurance or other insurance benefits during such leave. The employee shall not lose any accrued benefits or seniority accrued up to the start of the leave and shall be returned to their previous position² upon completion of such leave unless the position has been eliminated or a layoff has occurred. In such a situation, the returning employee shall have the opportunity to exercise their rights under Article 14 - Layoff. Leave time may be extended with the approval of the City Manager.

² Position is defined as a budgeted position, not a work schedule.

Section 7. An employee's failure to report to work within two (2) consecutive workdays of the expiration of an authorized leave of absence benefit described in this Article or within five (5) calendar days of receipt of notice of medical release to return to work after any illness or injury will be considered grounds for dismissal.

Grounds for grieving discipline based on this agreement are confined to the questions of 1) whether the employee notified the City within two consecutive workdays, or if not, then 2) whether the failure was due to circumstances beyond the employee's control. In such cases, the burden of proof shall be on the grievant to prove one or the other.

ARTICLE 23. HEALTH AND WELFARE

Section 1. The City shall make available to eligible employees and their eligible dependents medical, dental, optical, life and long-term disability insurance coverage that is substantially equal to that presently in effect, if available.

The employee shall pay ten percent (10%) of the cost of the combined insurance premiums and the City shall pay ninety percent (90%).

For part-time employees regularly scheduled to work at least twenty but less than forty hours per week, the City will pay 90% of the premiums for medical, dental and vision insurances for the employee only. The remaining ten percent (10%) shall be paid by the employee by monthly payroll deduction. Such employees may add eligible dependents to their plans at their own cost. As used in this Article, the eligibility of dependents for coverage is determined by the health plans themselves.

Section 2. Employee contributions shall be through monthly payroll deductions. The City shall make available to employees an IRS Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, any employee contribution for insurance premiums.

Section 3. The City reserves the sole right to select the carriers of all of the insurance coverage subject to the City's obligation to bargain with the Association. The employee shall have the option to self-pay for greater levels of coverage if available.

Section 4. The City and Association agree to establish a Joint Labor/Management Insurance Benefits Committee to review the level of existing benefits, to monitor insurance plan costs and utilization, and to recommend ways to modify benefits and control cost increases. This committee shall consist of two (2) representatives from TEA, two (2) representatives from the Association, and two (2) management representatives. Each party shall select its own representatives. The City may provide someone to act as a financial resource for the committee, but not be an official member of the committee. The committee shall meet as necessary on work time to accomplish its purposes.

Section 5. The City will reimburse employees up to \$360 per fiscal year for the purchase by an employee of a family pass to the Toledo public swimming pool. Upon presenting proof of purchase of a family pass, the City will reimburse the employee within 15 business days.

In the alternative to a family pool pass, the City will reimburse employees quarterly (once every three months) up to \$40.00 per month for the cost of a health club membership for the employee. Written proof of purchase by the employee of a membership at a health club of the employee's choice is required to obtain reimbursement.

Employees may change their choice of membership under this section at will however, the maximum amount of reimbursement shall not exceed \$500 per fiscal year.

ARTICLE 24. TRAVEL EXPENSES

Section 1. The City shall reimburse employees for expenses incurred while on authorized City business at the following rates. The difference for meal expenses that are higher than the allowances stated below shall be paid by the employee:

ITEM	RATE
Mileage:	Shall be the current rate per mile allowed by the Internal Revenue Service
Meals:	Based on the FY 2022 GSA rate for Portland, Oregon.
	Breakfast \$17.00
	Lunch \$18.00
	Dinner \$34.00
	+ 15% gratuity
Lodging:	reasonable
Registration:	actual costs
Training:	actual costs

Section 2. All lodging accommodations shall normally be arranged in advance for overnight trips for such events as conventions, conferences, training, etc. Such accommodations shall be "reasonable" in cost. Employees may stay at facilities where scheduled functions are being held. If such facilities are full, similar accommodations may be used as a substitute.

Section 3. If a conference or workshop includes a meal, the total cost of that meal will be paid by the City even if it is more than the maximum rate allowed for meals as stated above.

Section 4. An employee must use a City vehicle, if one is available, for a one-day trip for City business. If a City vehicle is available and an employee chooses not to use the City vehicle for a one-day trip, the employee shall not be reimbursed for mileage. An employee may use a privately-owned vehicle for an approved overnight trip for City business and be reimbursed at the appropriate mileage rate stated in Section 1, above. City employees are encouraged to use a City vehicle for overnight trips, if at all possible.

Section 5. Employees are encouraged to share rides - especially where State conventions or associations meetings are involved.

Section 6. Reimbursement for travel expenses, including mileage, lodging, meals, etc., will be made by submitting a Travel Voucher Form and receipts that are approved by the Department Head and the City Manager. Employees shall document all reimbursable expenses with appropriate receipts. City employees are responsible for submitting reimbursement claims through the Department Head and City Manager to the City Treasurer not later than 10 days following completion of travel. Employees who are issued a City credit card to use for travel expenses shall be bound to obey the terms of the City Credit Card Use Agreement.

ARTICLE 25. WORKERS' COMPENSATION

Section 1. Insurance for occupational injuries and illnesses incurred on the job is regulated by Oregon's workers' compensation statutes. The City and the employees agree to abide by said statutes. Employees injured in the course and scope of their employment must promptly report their injuries to their supervisor.

Section 2. When an employee is absent from work due to an accepted workers' compensation claim, the City's obligation to pay paid leave benefits to the employee is limited to the difference between the sum regularly paid to the employee for time-loss under Workers' Compensation laws and the employee's regular net pay after all mandatory and voluntary withholdings and excluding overtime. In such instances, employees may choose to have prorated charges made against their accruals of sick leave, compensatory time, vacation pay and holiday pay, in that order.

No employee shall be entitled to claim Workers' Compensation benefits against the City or its workers' compensation insurer for any job illness, injury, or disability incurred through their work for another employer or in the course of self-employment. The City may take any legal action permitted to recover the costs of Workers' Compensation benefits so claimed and granted and discipline an employee who attempts to do so.

Section 3. The employee shall continue to accrue seniority while absent from work due to an accepted workers' compensation claim and shall receive full medical insurance as set forth in Article 23 for as long as they remain eligible for such insurance according to the terms of the medical plan.

Should the requirements for health insurance eligibility change and fall below the current standard outlined in the medical plan, the parties agree to bargain that change. Negotiations should begin within a reasonable time after notification of the change.

ARTICLE 26. SAFETY

Section 1. Federal and State safety regulations shall be strictly observed by the City, the Association, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City.

No employee shall be expected to operate any equipment that is reasonably considered to be unsafe. No employee shall be expected to perform a work assignment that is reasonably considered to be unsafe, unless such assignment falls within the normal expectations of their job classification.

Employees injured in the course and scope of their employment must promptly report their injuries to their supervisor.

ARTICLE 27. GENERAL PROVISIONS

Section 1. Job Descriptions. Individual job descriptions for each class shall be reduced to writing and provided to employees upon assumption of the position. In the event job duties are changed substantially, the job description will be updated, and a copy provided to the employee.

Section 2. Changes in Mid-Term. The City agrees not to make unilateral changes regarding mandatory subjects of bargaining unless authorized to do so by this Agreement or compelled to do so by law or circumstance. The City agrees to provide the Association in advance with copies of all changes it proposes to policies affecting the bargaining unit. In the event the proposed change impacts a mandatory subject of bargaining, the Association may demand to bargain the change. Notice to the Association of the proposed change, the demand to bargain it and the bargaining of it shall be governed by ORS 243.698.

In the event the Association and the City disagree regarding the mandatory status of an issue, the parties agree that the Employment Relations Board is the sole avenue of resolution and the Union and the employees waive the right to appeal such disagreement under Article 9 - Grievance Procedure.

Section 3. Labor-Management Meetings. In the interest of providing safe and efficient services, the parties each agree to meet at the request of the other party to:

- A. review new programs that directly impact employee working conditions prior to implementation of such programs; or
- B. discuss any matters pertinent to maintaining good employer-employee relations.

Such meetings will normally be held during working hours. Employees attending shall suffer no loss of pay or benefits. The Association may send up to two (2) representatives to such meetings.

Section 4. Recovery of Costs of Training Employees. The City reserves its right under ORS 181.620(2) to recover from the subsequent employer the statutory portion of the costs of training an employee who ends employment at the City and is reemployed at another law enforcement agency. The placement of this agreement in this Article is intended strictly to entitle the City to recover such costs only from a subsequent *employer*, not from the former employee. Oregon law does not permit former law enforcement employers to recover such costs from former employees.

ARTICLE 28. WORK OUT OF CLASSIFICATION

Section 1. When an employee is required to assume the major responsibilities of a job classification with a higher pay range, the employee shall be given a detailed explanation of the assignment, the expected responsibilities of the assignment, and the anticipated duration of the assignment. If the assignment lasts for more than ten (10) consecutive workdays, they shall receive premium pay. If the employee is enrolled in a specific departmental training program, they shall not be eligible for premium pay. An employee shall be given written verification of the specifics of said program.

Section 2. The premium pay shall be five (5%) percent above the employee's regular salary retroactive to the first hour of the assignment and continuing until the assignment is terminated.

ARTICLE 29. RESIDENCE OUTSIDE CITY LIMITS

Section 1. Employees may reside outside the Toledo City limits.

Section 2. No City-owned vehicle shall be driven to a distance greater than 15 miles outside of the Toledo City limits by employees during off duty hours, except as provided for in Article 24 - Travel Expenses. The City reserves the sole right to control and change its vehicle policy, including, but not limited to, who may use a City vehicle as transportation to and from work and leave the vehicle at a residence during off duty hours.

ARTICLE 30. CLOTHING

Section 1. For sworn and Community Service Officers. The City shall provide uniform clothing items consisting of uniform shirts, pants, jackets and hats. Additionally, the City shall provide badges, nametags, patches, rank insignia, and other incidental uniform items. The City shall provide uniform clothing to dispatchers annually consisting of standardized outerwear with insignia. The City will reimburse sworn officers and community service officers up to two hundred fifty dollars (\$250.00) per year for the purchase of equipment, the purchase of which is pre-approved by the Chief.

Section 2. If the City requires footwear for dispatchers, it will do so on the same basis as police officers.

Section 3. All City required uniforms and protective clothing for Fire employees shall be provided by the City. City required protective clothing will meet NFPA standards. As needed the City shall provide two (2) pairs of pants, one (1) pair of footwear up to a value of \$350.00, one (1) class b uniform shirt, and five (5) t-shirts.

New hires will have all necessary turnouts provided within 14 (fourteen) days of hire.

The City shall reimburse sworn officers dry cleaning uniform expenses up to forty- five dollars (\$45.00) per month.

Regardless of classification, all items purchased with this clothing allowance will remain City property, with the exception of boots and footwear, and must be returned to the City upon leaving employment.

ARTICLE 31. SAVINGS CLAUSE

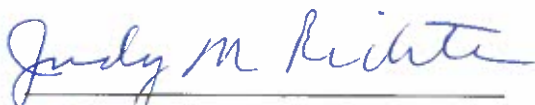
Section 1. Should any section or portion thereof of this Agreement be rendered unlawful and unenforceable by any court of competent jurisdiction, legislative body or administrative agency, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree to commence to negotiate a substitute for the invalidated section or portion thereof. Such negotiation should begin within a reasonable time from the issuance of the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 32. TERMINATION

This Agreement shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2025. This agreement shall automatically reopen on January 1 in the year of expiration, and the parties shall schedule the first two bargaining sessions for a successor agreement no later than January 31 of that year. (Those sessions need not be scheduled to occur before January 31 but be *scheduled* by that date). This Agreement shall remain in full force and effect during the period of negotiations.

Signed this 23 day of DECEMBER, 2022 by:

FOR THE CITY



Judy Richter
City Manager

FOR THE ASSOCIATION



Shannon Brecik
Association President

Schedule A
Classification and Salary Schedule

July 1, 2022 – June 30, 2023

Classification	Monthly Salary (except where stated "per hour").					
	1	2	3	4	5	6
Police Officer	4484	4656	4828	5013	5197	5389
School Resource Officer	4484	4656	4828	5013	5197	5389
Dispatcher	3654	3784	3915	4051	4192	4333
Part time Dispatcher per hour	21.07	21.83	22.58	23.37	24.19	25.00
On-Call Casual Dispatcher per hour	31.20	32.29	33.43	34.59	35.80	37.04
Police Detective	4708	4890	5070	5262	5457	5661
Community Services Officer	3245	3370	3500	3634	3774	3920
Training Officer-Lieutenant	4609	4786	4964	5154	5342	5572
Training Officer - Captain	4656	4835	5015	5205	5397	5597
Training Officer - Division Chief	4704	4885	5065	5258	5452	5653
Fire Inspector -Lieutenant	4179	4340	4500	4673	4843	5024
Fire Inspector - Captain	4221	4385	4545	4720	4893	5075
Fire Inspector - Division Chief	4265	4428	4591	4766	4942	5126
Maintenance Officer - Lieutenant	4179	4340	4500	4673	4843	5024
Maintenance Officer - Captain	4221	4385	4545	4720	4893	5075
Maintenance Officer - Division Chief	4265	4428	4591	4766	4942	5126

Updated to include On-call/Casual Dispatcher September 7, 2022

Updated 12/14/2022 to reflect 4% COLA retro to July 1,2022

Appendix A
Toledo Public Safety Association Grievance Form
Grievance Step 1

Date:

Grievant:

Date of Act:

Articles Violated:

Facts:

Remedy Sought:

Signed By:

Signature of Employee or Union Representative

Date

Appendix B

Permissible Uses of Sick Leave

Employees are entitled to use paid sick leave under Article 21 of this Agreement for the following purposes. The term "family member" means the spouse or domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, their grandparent or grandchild, their sister or brother, their parent-in-law or a person with whom the employee was or is in a stepchild or stepparent relationship.

1. For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
2. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
3. To care for a family member with a serious health condition.
4. To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
5. To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
6. To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
7. To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
8. To donate sick time to another employee as allowed in Article 21.7.
9. For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.