

**AGREEMENT**

**BETWEEN THE**

**CITY OF FOREST GROVE, OREGON**

**AND**

**FOREST GROVE POLICE ASSOCIATION**

**JULY 1, 2025 TO JUNE 30, 2028**

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## **PREAMBLE**

This Agreement entered into by the City of Forest Grove, Oregon, hereinafter referred to as the "City," and the Forest Grove Police Association, hereinafter called the "Association," made and entered into for the purpose of fixing the wage scale, schedule of hours, employee relations as defined by statute and conditions of employment affecting members of the bargaining unit.

## **ARTICLE 1 - RECOGNITION**

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular employees to include the following positions;

- Sworn Sergeants
- Sworn Police Officers
- Property and Evidence Specialist
- Code Enforcement Officer
- Community Outreach Specialist
- Records Specialists I and II

of the Forest Grove Police Department, excluding supervisory, confidential, managerial, and temporary employees. For the purpose of this Agreement, sworn shall be defined as police sergeants and police officers. A regular part-time employee shall be defined as one who is regularly scheduled to work twenty (20) or more hours of work in a workweek, but less than full-time. A regular full-time employee shall be one who is regularly scheduled to work forty (40) hours of work in a workweek. Part-time employees shall earn sick, vacation, and holiday hours on a pro-rated basis. Maximum accruals shall also be pro-rated.

1.2 The City shall notify the Association of its decision to change any of the bargaining unit classifications. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall be automatically recognized as part of this Agreement.

1.3 New classes may be developed within the Police Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Association for their review of the wage scale. Within ten (10) days, the Association may request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the position or positions during the term of negotiations. Once initiated, these negotiations shall be done per ORS 243.698 et seq.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

2.2 Excluding those rights which are superseded by this Agreement, management shall enjoy, but not be limited to, the following rights:

- A. To utilize personnel, methods, and procedures and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Police Department, to enforce Department rules, regulations, procedures, and guidelines; and to assess employees' job performance.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Police Department.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations. The City has the right to discharge probationary employees for any reason without recourse to the grievance procedures of this Agreement.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance and qualifications; and purchase and utilization of equipment.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. The City retains the right to establish job descriptions, work rules and rules of conduct.
- I. The exercise of management rights, except where abridged by specific provisions of this Agreement, are not subject to challenge by the grievance procedure.
- J. The City shall have the right to take any and all actions necessary in the event of an emergency. An emergency is an unexpected event demanding immediate action which must be declared by management.

2.3 The parties recognize the City may need to make operational changes in areas not covered by the above management responsibilities. In the event the City desires to make a change in a mandatory subject of bargaining, for which bargaining is mandated by the Public Employee's Collective Bargaining Act, the City shall give the Association at least fourteen (14) days notice of the desired change in writing. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful within thirty (30) days after a mediator is assigned, the issue will be taken expeditiously to interest arbitration if arbitrable.

2.4 Nothing in this Article shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 22. It is further agreed that the City retains all rights, powers, and privileges not expressly specified in this section.

### **ARTICLE 3 - EMPLOYEE RIGHTS**

3.1 It is recognized that employees 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 covered by this Agreement also shall have the right to refuse to join the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, family status, domestic partnership, sex, gender identity, gender expression, race, color, national origin, age, religion, pregnancy, ancestry, veteran's status, sexual orientation, Association affiliation or political affiliation or other protected status or activity in accordance with applicable state and/or federal law. Discrimination on the basis of relationship or mental or physical disability are prohibited except in the instance of valid occupational qualification and under the provisions of the Americans with Disabilities Act.

3.3 All references to employees in this Agreement designate all gender identities and, whenever gender is used, it shall be construed to include all employees.

3.4 Alleged violations of this Article 3, that are not tied to other CBA violations shall not be processed through Article 22, Grievance procedure as other individual State and/or Federal law processes are available to the individual employee. For examples, neither the employee nor the Association may file a stand-alone grievance with an allegation that an individual employee has been treated differently based on membership in a protected class in violation of Article 3.

#### **ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE**

4.1 During the term of this Agreement, there shall be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's conduct in concerted action and includes failing to report for duty, or stoppage of work, or deviation in whole or in part from the regular, ordinary and/or consistent, full, faithful, and proper performance of duties of employment, for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. The Association agrees to inform its members of their obligations under this Agreement and to direct them to attend to and fully perform duties as City employees.

4.2 In the event of a violation of this Article by the Association or employees in the bargaining unit, the City may, discipline any employee involved in such activity. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available.

## ARTICLE 5 - ASSOCIATION SECURITY AND RIGHTS

5.1 Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. Any Employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Association and City. Employees who are not members of the Association may make voluntary payments to the Association by means of payroll deduction by providing written consent to the City. Such payment amounts are those authorized by the employee.

5.1.1 The City and Association agree that the Association is the sole and exclusive representative of employees covered by the Agreement. The parties agree that only the Association, on behalf of an employee and the Association, shall be allowed to represent and/or designate a representative to assist or act on behalf of a represented employee covered by this Agreement, regardless of whether the employee is a member or non-member of the Association. Costs and fees assessed by the Association for representation of a non-member are between the Association and the non-member.

5.2 The City shall not be held liable for checkoff errors, but shall make proper adjustments with the employee and the Association for errors as soon as practicable and upon notification from the Association. The Association agrees that it will indemnify, defend and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement to affected employees. The amounts to be deducted shall be certified to the City by the Treasurer of the Association as needed.

5.3 The City agrees to continue to furnish bulletin board space for Association use of at least 22 inches by 36 inches in dimension in an unobstructed place to be used and maintained by the Association and restricted to Association business and training or education or announcements. The Association shall limit its posting of notices and bulletins to such bulletin board. The Association shall periodically clear the board of outdated material and shall restrict posting to matters of Association business, which are of a non-inflammatory nature.

5.4 The City shall notify the Association of all new hires within the bargaining unit within ten (10) calendar days of their having been employed, furnishing the Association with the new employee's name, personal email, phone number, mailing address and position for which the employee was hired and the employee's salary step if the applicable information is in the City's records.

Within the first thirty (30) calendar days of hire the Association shall have access to all newly hired employees for a period of at least thirty (30) minutes but no more than one hundred and twenty (120) minutes for Association orientation.

## 5.5 Use of the City's E-Mail System

a. The parties recognize that the City's email system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. Permitted email uses constitute public business in conducting labor relations activity. 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 emails in the City system at any time.

b. Certified Association Officers may use the City's email system to conduct labor relations business for the limited purposes of:

- i. Notifying Association members of meetings and scheduling meetings (date, time, place and agenda); and/or
- ii. Scheduling meetings among Association Officers (date, time, place and agenda); and/or
- iii. Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices), provided however that timelines for grievance responses shall run from receipt (the date an email is sent); and/or
- iv. Communication between the Association attorney, Certified Association Officers and City Officials.

Such City email communications shall be specifically identified in the Subject Line as Labor Relations Business in addition to any other topic.

c. The City retains control over the City email system and may restrict or revoke permission to use the City email for labor relations purposes at any time after meeting and discussing such decision and the City's reasons. Association officers and members will keep on duty use of email for labor relations purposes (sending/reading) to a minimum.

d. The parties recognize that misuse of the City's email system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the City's email system may result in discipline, up to and including termination.

e. From time-to-time, the Association will certify to the City's HR Manager or designee and the Chief of Police or designee an up-to-date list of Association Officers.

5.7 Special conferences for important matters (i.e. OIS, Labor Relations or Professional Standards trainings) may be arranged between Association President and the City upon mutual written agreement of the parties. Such mutual written agreements meetings, at the sole discretion of the Chief, may include the agreement that the Association members attending these types of training shall not lose time or pay for the time spent in such conferences; or alternatively may be granted leave to attend using the attending any of the Association member's own leave(s).

5.8 The City agrees to make the City Personnel Policies Manual, other policies and procedures (by request) and this agreement electronically available to all employee represented by the Association and to Association representatives.

## ARTICLE 6 - HOURS OF WORK

6.1 Solely at the discretion of the Chief or designee the Department may implement a work schedule consisting of any of the following:

1. Four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off during a workweek consisting of seven (7) days, or,
2. Five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days of during a workweek consisting of seven (7) days, or
3. Five (5) consecutive nine (9) hour shifts followed by two (2) consecutive days off and three (3) consecutive nine (9) hour shifts plus one (1) eight (8) hour shift followed by three (3) consecutive days off during a normal fourteen (14) day, eighty (80) hour work period. This schedule shall be known as the 9-80 work schedule.

Shift rotations shall be implemented within two (2) consecutive work weeks, during which time an employee shall work no more than eighty (80) hours and five (5) consecutive days or four (4) consecutive days, depending on schedule without one (1) day off.

6.2 The regular hours of each workday shall be consecutive with interruptions for rest periods and lunch periods. The workday shall commence at the start of the employee's scheduled shift and continue for twenty-four (24) hours. Employees shall be scheduled a minimum of ten (10) hours off between regularly scheduled shifts.

6.3 Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.

6.4 Work schedules showing employee's workday and hours shall be posted on the Department bulletin board. Schedule changes that are not requested by an employee shall be made only after other options are evaluated. Except for emergency situations and for the duration of the emergency, any changes in work schedules shall be posted a minimum of ten (10) days prior to the effective date of the change. An "emergency" is an unexpected event demanding immediate action, which must be declared by management. Work schedule changes, resulting from employee attendance in training courses, shall require forty-eight (48) hour written notification to the affected employees. Schedule changes for the convenience of the employee, by mutual agreement or after other options are evaluated, shall not be subject to the written notification requirements set forth above.

Employees who are undergoing FTEP are exempt from the scheduling notification requirements set forth in this Article and may be reassigned by the City with a minimum of three (3) calendar days written notice in order to accommodate the efficient and effective completion of their training. Individual employees may voluntarily waive the three (3) calendar days written notice requirement at the City's request.

6.5 Rest periods of fifteen (15) minutes shall be provided when practicable for all employees during each half shift which shall be scheduled by the City in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

6.6 All employees shall be granted a thirty (30) minute meal period during each work shift to the extent consistent with operating requirements of the Department. Each meal period shall be scheduled

in the middle of the work shift or as near thereto as possible when practical. When an employee is being paid during their meal period the employee remains subject to call.

6.7 Travel to and from work, whether in a personal or City vehicle, shall not constitute hours worked unless the employee is otherwise on duty.

6.8 Employees in the same classification may trade shifts subject to the advance written approval of the affected shift supervisors(s). Prior to requesting approval for a shift trade, probationary employees must have completed all DPSST mandated training, including FTEP. Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade. The City shall not record hours worked on a trade; both employees records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. Employees in the same Division (Operations, Investigations, Administration) may trade shifts with another employee outside of their job classification subject to the advance written approval of the affected shift supervisor(s).

6.9 Community Outreach Specialist shall not be subject to the scheduling restrictions provided for in this Article. The parties agree to continue their current practice of flexible scheduling of this position.

6.10 Safety Release. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour period of time and who is scheduled to work a shift in the next twenty-four (24) hour period of time shall be guaranteed at least nine (9) hours off before being required to return to active duty status. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

## ARTICLE 7 – OVERTIME

7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Police Department. Employees required to work beyond forty (40) hours per work week, or eight (8) hours on any work day for employees on a five (5) day/eight (8) hour schedule, or ten (10) hours on any work day for employees on a four (4) day/ten (10) hour schedule, shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in either cash or compensatory time. Employees required to work beyond eighty (80) hours during a fourteen (14) day work period, or more than nine (9) hours on a normally scheduled nine (9) hour shift, or more than eight (8) hours on a normally scheduled eight (8) hour shift while on a nine (9) hour schedule, shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in either cash or compensatory time. Hours which would have been considered overtime under the previous sentences, but which occur due to a flex schedule which has been mutually agreed by the employee and supervisor, shall not be subject to the daily overtime provisions.

Under no condition shall such compensation be received twice for the same hours. Management will notify the Association of overtime needs of the Department and the Association will be responsible for filling the overtime needs of the Department.

7.1.1 When an employee's attendance is required or mandated for a work related event or assignment that occurs during their regular scheduled work hours (regular scheduled work hours is defined as the employee's work days and work hours derived from the most recent shift bidding process) and the employee has requested time off; the following procedure will be followed:

- Notice of required or mandated attendance prior to time off request:  
Time off request may be denied.

- Notice of required or mandated attendance after time off request is approved:  
If the start time for the required or mandated event occurs during the employee's regularly scheduled work hours and the employee has scheduled and approved time off, the employee time off account will be credited for the hours worked and will be compensated at a rate of time and one half (1.5) in accordance with the call back requirements set forth in section 7.4.

7.2 Employees shall be allowed to accrue compensatory time to a maximum of sixty (60) hours and such accrual may continue as long as the employees' accrual is below the maximum. Compensatory time-off must be scheduled with the approval of the supervisor. Overtime in excess of sixty (60) hours shall be paid on the next regularly scheduled paycheck.

7.3 Overtime shall be computed to the nearest one-quarter (1/4) hour. For purposes of compensating authorized off-duty communications to an employee, cumulative work performed in excess of seven and one half (7.5) minutes within an eight (8) hour period will be rounded up in fifteen (15) minute increments at the employee's overtime rate of pay. Off duty communications to an employee of less than seven and one half (7.5) minutes are not compensable.

7.4 Employees called back to work shall be compensated at a rate of time and one-half (1.5) for a minimum of four (4) hours. This section only applies when call back results in hours worked which do not fall within two (2) hours before or after the beginning or end of the workday which shall be treated as a shift extension and not as a call back, in which case the extra hours will be paid at the employee's regular overtime rate of pay More than one (1) court appearance scheduled within the applicable

minimum shall be considered a single call back under this section. Any work performed beyond the minimum shall be applied as added time. If a subsequent call back is scheduled with more than the applicable call back interval, it shall be applied as a separate call back.

7.4.1 If an off-duty employee receives a phone call or text message or communication from a supervisor or an employee at the direction of a supervisor that is related to the employee's work, the employee shall be compensated with fifteen (15) minutes of overtime per phone call, so long as the phone calls are not within fifteen (15) minutes of each other. If a phone call or the communication lasts longer than fifteen (15) minutes, the employee shall be compensated in overtime to the nearest fifteen (15) minutes, rounded up. This obligation does not apply to employees being called:

- A. To check the availability for a call-out or shift coverage;
- B. To be notified of a subpoena or subpoena cancellation; or
- C. To leave a phone message, unless an employee is directed to return the phone call; or
- D. To discuss an employee's remedial work, such as items the employee failed to return to work or leave at work, or work the employee failed to complete before leaving work.
- E. For other similar de minimis communications of less than seven and one half (7.5) minutes.

7.4.2 If an employee is called back to work to address work the employee failed to perform the employee will be compensated at the applicable hourly rate with a minimum of one (1) hour due to the employee. Under no circumstances shall compensation under this Article be received twice for the same time.

7.5 When an employee is authorized to attend school or training course not required by the City on the employee's regularly scheduled day(s) off such attendance will be considered hours worked and will be compensated if attendance was required by the City. If the employee volunteers to attend and so requests in writing, and the City and the employee mutually agree to arrangements related to representation, expense reimbursement, accounting for the time involved, and shift coverage, the employee will be paid wages and/or reimbursed as agreed by the City and the employee. Such agreement must be in writing with a copy provided to the Association President or designee. The employee will be compensated at the appropriate regular or overtime rate of pay for training activities, including travel time, as required by the FLSA.

7.6 Requests for overtime compensation shall be submitted to the employee's supervisor within seventy-two (72) hours of the overtime being worked.

## **ARTICLE 8 - SICK LEAVE**

8.1 Sick leave, Paid Leave Oregon, Oregon Sick Leave laws and family medical leave shall be governed by City policies unless an explicit term of this Agreement is inconsistent. Employees shall accumulate eight (8) hours of sick leave per month, beginning with the date of employment and prorated for partial months worked. Accrued sick leave shall not exceed fourteen hundred (1400) hours.

8.1.1 Lateral Sworn Officer Sick Leave – A newly hired lateral sworn officer shall receive a forty (40) hour sick leave bank effective the first day of employment with the City. For the purposes of this benefit a lateral officer is defined as an individual who is currently or has been a sworn police officer within the past three (3) years at the time of appointment and who is also currently certified as a police officer in good standing who has completed a certified basic police academy and field training evaluation training program as a police officer in a government agency (municipality, county, state, tribal or federal agency).

8.2 Employees may utilize their accrued sick leave when unable to perform work duties by reason of illness, injury, disability or necessity for medical, health, or dental care. Employees may utilize their accrued sick leave by reason of illness or injury in the employee's immediate family when the employee's attendance is required. The definition of "immediate family" for this article shall be consistent with ORS 659A.150 and/or other applicable law.

8.3 An employee unable to report for work due to illness or injury, shall notify the on-duty supervisor of the absence at least two (2) hours prior to the employee's reporting time. When an employee cannot be reasonably expected to know the illness or injury exists two (2) hours prior to the scheduled reporting time, the on-duty supervisor must be notified as soon as practicable.

8.4 Employees may be required after three (3) consecutive days of sick leave usage to furnish a certificate issued by health care provider (HCP), as the term is defined in ORS 653.256 and/or other applicable law, or other satisfactory evidence of the illness or injury. If the employee's sick leave usage warrants possible discipline or corrective action or the employee has been disciplined, a supervisor may require a HCP's certificate for less than three (3) days' absence. The City will reimburse the employee co-payments, co-insurance, deductions or other payment to the HCP or other expenses incurred as a direct result of the application of this provision which will result in no cost to the employee.

8.5 Proven abuse of sick leave shall be grounds for disciplinary action.

8.6 The City will comply with federal and Oregon family leave laws and Paid Leave Oregon. Paid leaves of absence permitted under this Agreement shall run concurrently with statutorily protected family leaves, which are defined by federal and Oregon law, and explained fully in City personnel policy. For parental leave the employee may designate the order in which the leave banks are used.

8.7 Unused sick leave is applied as a credit as part of the City's Defined Benefit retirement plan. For employees covered by Oregon Public Retirement System (PERS), sick leave conversion will be in accordance with PERS rules. Refer to Article 13 relating to Retirement.

8.9 Donated Leave: Employees who are members of the Association may request donated leave to cover absences from work that meet the criteria outlined in this Article.

1. Employee must be a member of the FGPA to request, receive, or donate leave under this Article.
2. In order to request donated leave the employee must not be eligible for the City's donated leave program outlined in the Sick Leave section, currently Section 9.2, of the City of Forest Grove's Employee Handbook.
3. The reason for the request for donated leave must meet the requirement of a "serious medical condition" that is certified in writing by a physician. "Serious medical condition" for the purposes of this article shall be defined as the employee being unable to perform the duties of their job, or that a member of the employee's immediate family requires the employee's attendance and care due to a serious medical condition. The attending physician must also estimate the time the employee will be away from work.
4. "Immediate family" will be defined as outlined in the current Collective Bargaining Agreement, Article 8.2.
5. Employee may apply for donated leave if the employee has less than one hundred (100) hours of total paid leave accrued remaining; but must exhaust all of their own paid leave prior to receiving any donated leave.
6. Only accrued vacation leave, holiday leave and/or compensatory time may be donated to another employee.
7. All donations of leave must be voluntary.
8. All other provisions will be the same as outlined in the Donated Leave Policy in Section 9.2, Sick Leave, of the current City of Forest Grove Employee Handbook.

## **ARTICLE 9 - ON-THE-JOB INJURY**

9.1 Employees who are injured or who become ill due to the performance of duty shall report such injury or illness to an on-duty supervisor as soon as practicable, but normally no later than the end of the employee's work shift.

9.2 Employees who sustain an injury or illness compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury, illness or accident will be compensated by the City's insurance carrier for the period of time loss. The City will pay the difference between the employee's regular salary net after taxes and the compensation benefits for lost time for a period of 90 days following the injury or illness.

9.3 If an employee is off work beyond 90 days as a result of a work injury or illness, accrued days of sick leave may be used on a pro rata basis to supplement the employee's insured disability income until such leave is exhausted. Such supplement shall not exceed the amount of an employee's regular net base pay while in active status. An employee may request in writing at the time of notifying the Department that the employee is taking leave and that the employee does not want the leave charged against the employee's accrued sick leave. In this event, the leave shall not be paid by the City.

9.4 The employee may use their accrued compensatory time, holiday credits and vacation credits after the use of any accumulated sick leave. Health care progress reports may be required prior to approval of such payments.

9.5 It is in the mutual interest of the parties to return an injured or ill employee to work as soon as practicable. The City may provide limited duty assignments for injured or ill employees, to the extent consistent with the operating requirements of the City. With the concurrence of the employee's HCP, when a limited duty assignment is made available to an employee, the employee shall return to work in the limited duty assignment until such time as the employee is released for normal duties. In no instance will a limited duty assignment extend beyond sixty (60) days without the express approval of the Chief or designee.

## ARTICLE 10 - LEAVE OF ABSENCE

10.1 In the event of the death of a member of an employee's immediate family (spouse, same sex domestic partner, parent, child) or household, including grandchildren, grandparents, brothers, sisters, and parent in-laws, the Police Chief may grant leave with pay, not to exceed one (1) work week, to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.

10.2 Oregon Family Leave Act (OFLA) BEREAVEMENT LEAVE and Oregon Sick Leave and Paid Leave Oregon. Employees may request additional time off (up to 2 weeks in total) as allowed by the state OFLA, Oregon Sick Leave and Paid Leave Oregon provisions. Bereavement Leave taken under the provisions of Section 10.1 and this Section, 10.2, will be combined and credited against the employee's annual family leave entitlement per state and/or federal law. All of the rules for requesting, accounting for and accruing OFLA, FMLA, PLO and/or Oregon Sick leave as incorporated into the City of Forest Grove Employee Handbook will apply.

10.3 When an employee is called for jury duty or is subpoenaed as a witness as a result of their employment with the City, the employee shall not suffer any loss in regular pay from such absence. However, the employee shall remit to the City any compensation or fees received for such duties, except for mileage fees associated with the employee using their own personal vehicle. Upon being excused from jury duty for any day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday. If the employee is assigned to swing shift or mid shift and the employee is called for jury duty immediately before or after a regularly scheduled work day, then the time spent serving as a juror will be viewed as hours credited towards time for the Safety Release.

10.4 Military leave shall be granted in accordance with state and federal law. An employee taking military leave for training shall be entitled to reimbursement of an amount equal to the difference between the daily military salary and regular rate of pay in accordance with state and federal law.

10.5 Upon written application by the employee, parental leaves without pay may be granted in instances of a birth or adoption of a child within the immediate family. Such leave request shall not exceed one hundred and eighty (180) calendar days. The approval of such leave shall be at the sole discretion of the City Manager or a designee and shall be in accordance with any pertinent statutory provisions.

10.6 The City shall consider a written application for leave of absence without pay not to exceed one hundred and eighty (180) calendar days if the City finds there is reasonable justification to grant such a leave and that the work of the Department will not be seriously jeopardized by the temporary absence of the employee. Such leaves shall not be approved for the purpose of accepting employment outside the service of the City. The City may also deem a resignation in the event that the employee has accepted employment outside the service of the City, entered into a full-time business or occupation, or has not complied with the terms of their application for such leave.

10.7 Employees granted a leave without pay may maintain their medical insurance coverage through the City by remitting premium payments to the City on a schedule provided by the City.

## **ARTICLE 11 - OUTSIDE EMPLOYMENT**

11.1 Employees shall receive approval from the Police Chief based on Article 11.2 prior to engaging in outside employment. Such request and approval shall be made in writing and may be rescinded in writing by the Police Chief.

11.2 In order to be approved, outside employment shall:

1. Be compatible with the employee's adherence to the Police Officer's Code of Ethics;
2. In no way detract from the efficiency of the employee in City duties;
3. Not take preference over extra duty required by City employment;
4. Not present a legal or ethical conflict of interest with the police profession.

## ARTICLE 12 – HEALTH & WELFARE

12.1 The City and union agree that the members of the Bargaining Unit, as a group, will join the Northwest Firefighters Relief Association (NFRA) Healthcare Trust.

The City's contribution toward employee's monthly premium contribution for membership in the NFRA Healthcare Trust for medical, vision and dental insurance will be set at the following rates based on which plan is selected by the employee:

1. Kaiser HMO Medical, Vision, Moda Dental: 95% of the composite premium rate.
2. Regence Select Medical, VSP Vision, Moda Dental: 95% of composite premium rate.
3. Regence Advantage Medical, VSP Vision, Moda Dental: 90% of composite premium rate.
4. Regence Premier Medical, VSP Vision, Moda Dental: 85% of composite premium rate.

If the Trust changes to a tiered from a composite premium structure, the City and the Association agree to reopen this Article 12 to negotiate the change.

The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.

12.2 The City agrees to offer a Section 125 plan.

12.3 Upon retirement from City service, employees shall be subject to the terms and conditions of the NFRA Healthcare Trust and shall not be eligible to enroll in the City's group medical insurance coverage.

12.4 The City shall provide the following insurance benefits and shall pay all premium costs for the duration of this Agreement:

1. Life and accidental death in an amount equal to the employee's annual salary rounded to the nearest \$1,000.
2. Worker's compensation.
3. Long-term disability after a (ninety) 90-day waiting period, with a maximum of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the first \$7,500 of monthly salary up to a maximum of \$5,000 per month up to age 65 or until the employee is able to return to work.

Part-time employees shall not receive life insurance, long term disability insurance or retirement benefits.

12.5 The City shall provide self-insurance or liability insurance coverage and defense of claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment, in accordance with the Oregon Tort Claims Act, excluding acts constituting malfeasance in office or willful or wanton neglect of duty.

12.6 The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of duty as an employee for the City. The City's obligation of reimbursement is subject to the following:

- A. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Forest Grove Police Officers' Association and the City. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of choice, however, the City's obligation to reimburse will arise only if the City receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.
- B. Following the initial meeting between the Association member and the attorney, the Association shall arrange for an attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.
- C. Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.
- D. Reimbursement will not be made in those instances where:
  - 1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
  - 2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is wholly set aside on grievance appeal;
  - 3. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

4. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; and
  5. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim, except in accordance with the indemnity requirements of the Oregon Tort Claims Act.
- E. Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:
- A. Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
  - B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

#### 12.7 Voluntary Employees' Beneficiary Association (VEBA)

- A. Effective July 1, 2005, the City established a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in Article 12. The City shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account.
- B. Effective July 1, 2005, once an employee's sick leave accruals reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month. The remainder of the monthly accrual of sick leave will continue to accrue up to the maximum established in Article 8, Section 1.
- C. Effective July 1, 2005, when an employee's holiday accruals reach forty-eight (48) hours, the City shall contribute the cash equivalent of all additional holiday hours accrued in excess of forty-eight (48) hours into the employee's VEBA account. If an employee's holiday accruals fall below forty-eight (48) hours, the VEBA contributions will cease until the employee has the minimum of forty-eight (48) hours accrued.
- D. On December 31 of each year, employees who are currently enrolled in one of the health insurance plans offered through the NFRA Trust listed in 12.1 B above and who have been employed by the City and members of the FGPA for at least six months, (i.e. hired on or before July 1<sup>st</sup> of the evaluation calendar year) will be eligible for a lump sum VEBA contribution based on cost savings above \$10,000 that the City realizes based on the method outlined in Appendix B of this agreement.

12.8 Physical Fitness Incentive. Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work-related injuries, a physical fitness incentive was established beginning July 1, 2008.

Effective upon adoption of the contract the City will reimburse up \$15.00 (Fifteen dollars) per month toward membership at a fitness facility of the employee's choice for all Association members who elect to participate. To receive reimbursement the employee must submit proof of membership at a fitness facility to the Administrative Captain or designee every six (6) months, in January and July of each 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 deductions.

Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline, will not be denied promotions or special assignments, or be negatively treated by the City of Forest Grove, or its supervisors, for this choice.

## ARTICLE 13 – RETIREMENT

13.1 With the exception of employees hired under the provisions of Senate Bill 1049 who have retired from PERS and are receiving monthly benefits, the City will afford members participation in one (1) of the following retirement programs based on eligibility as outlined below:

A. The City of Forest Grove Retirement Plan for regular full-time employees who are:

1) DPSST certified peace officers hired as police officers on or before June 30, 2015 and are already members of the City of Forest Grove Retirement Plan:

or,

2) Regular full-time employees hired on or before June 30, 2012 and are already members of the City of Forest Grove Retirement Plan.

For police officers covered by the City of Forest Grove Retirement Plan, the retirement benefit for police officer shall be equal to or better than that provided by the Public Employees Retirement System (PERS) as determined in accordance with Oregon law. The City shall pay the employee's contribution to the City of Forest Grove Retirement Plan. Sick leave at retirement will be administered consistent with the terms of the City of Forest Grove Retirement Plan. The City will not amend or reduce the sick leave conversion at retirement aspects of the City of Forest Grove Retirement Plan without notice to the bargaining unit and bargaining.

B. DPSST certified peace officers hired as police officers on or after February 1, 2016, and all general service employees hired on or after October 1, 2020 shall be enrolled in the Public Employee's Retirement System (PERS) after the 6-month waiting period is completed per PERS rules unless the employee is already a member of PERS and eligible for immediate contributions as determined by PERS. The City shall pay the employee's 6% contribution to that plan. Retirement benefits will be determined by PERS.

13.2 Sick leave at retirement will be administered consistent with the terms of the commensurate Retirement Plan the employee is enrolled in.

**ARTICLE 14 - VACATION**

14.1 Vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Vacation Hours Earned p/Month</u>
1 - 24 Months/ 1+ - 2 Years	6.67
24+ - 60 Months/ 2+ - 5 Years	8.00
60+ - 120 Months/ 5+ - 10 Years	10.00
120+ - 180 Months/ 10+ - 15 Years	13.34
180+ Months/ 15+ Years	16.67

14.2 "Continuous Service" is defined as that service which is unbroken by separation from City service other than by the Military, Peace Corps, or any protected status or other paid leave allowed under this Agreement. For newly hired lateral officers, "continuous service" for purposes of this Article only, will be based on their total years of previous experience without more than a three (3) year break in service (limited to a maximum of ten (10) years of previous experience) as a full-time sworn police officer at another (or other) Law Enforcement agency (or agencies) plus time served at the City of Forest Grove as a full-time sworn police officer. Lateral hire officers must have at least two (2) years of service as a full-time sworn police officer to receive this benefit. Time spent on other types of authorized leave will not count as time of continuous service; except that employees returning from such leave or employees who are laid off, shall be entitled to credit for service prior to the leave or layoff.

14.3 Employees are eligible to take vacation time after the completion of the Field Training Evaluation Program (FTEP); exceptions may be made by the Chief of Police for emergency situations. Employees shall be responsible for planning, initiating requests for, and using vacation credit. Accrued vacation may be utilized in one-quarter (1/4) hour increments. In case of conflicts between employees concerning the scheduling of vacations, refer to Article 19.

14.4 Employees may not accrue over three hundred sixty (360) hours of vacation time without the approval of the City Manager.

14.5 Upon termination of employment for any reason, or in the event of an employee death, the beneficiary shall be paid a lump sum of all earned but unused vacation hours.

## ARTICLE 15 - HOLIDAYS

15.1 All sworn employees shall accrue holiday time at the rate of nine point three-three (9.33) hours per month. An employee may elect to take off the accrued holiday hours at a time mutually agreeable to the employee and the supervisor, or to receive pay in lieu of time off during the pay period in which the holiday time is earned.

15.1.1 Sworn employees may accrue up to forty-eight (48) hours of holiday time. See Article 12, Section 7 for additional VEBA information.

15.2 If a sworn employee works a shift in which any hours fall on a City recognized holiday per Article 15.4 in which time off has been restricted for that shift, the employee will receive one and one-half (1½) times their base pay (overtime) for all regularly scheduled hours on that shift. Any hours worked in excess of the normal shift will be paid at the regular overtime rate.

15.3 Upon termination of a sworn employee for any reason, or in the event of death, the employee or the employee's beneficiary shall be paid a lump sum for all earned but unused holiday hours.

15.4 Non-sworn employees shall observe designated holidays listed below:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

15.5 For non-sworn employees, when a holiday falls on a Sunday, it will be observed on the following Monday. A holiday that falls on a Saturday will be observed the Friday preceding the holiday.

15.5.1 In the event an employee is required to work on a holiday, all hours worked will be paid at one and one-half times (1½ x) the base rate of pay and the employee will receive another day off.

15.5.2 Employees assigned to work a 4/10 schedule whose normal day off falls on the holiday shall schedule another day off during the same pay period of the holiday. The day taken off shall be agreed upon and scheduled in advance.

15.6 In addition to the observed holidays set forth in Section 15.4, non-sworn employee shall have an additional sixteen (16) hours of personal holiday time to be used during each calendar year. These hours may not be carried forward into future calendar years and any hours not used in a calendar year will be forfeited.

## **ARTICLE 16 - PERSONNEL FILE**

16.1 A. Each employee shall have the right upon request to review and obtain at their own expense copies of the contents of their personnel file exclusive of materials received prior to the date of their employment by the City. The official personnel file shall be maintained by the Human Resources Director.

B. When there is a PECBA matter related to an employee or class of employees represented by the Association and the Association has a right to obtain copies of relevant personnel file materials under PECBA, the City will comply with the PECBA request.

C. When providing employee personnel file materials to the Association, the materials provided will be directly provided to the Association's designated legal counsel. The City and the Association may also enter into confidentiality agreements as to any employee personnel file material provided to the Association.

16.2 Following the date of employment, no material shall be placed in an employee's personnel file without the knowledge of the employee. An employee and/or the Association on behalf of an employee may respond in writing to any item placed in an employee's personnel file and said response shall become part of an employee's personnel file.

16.3 Upon request of the employee, all documentation up to and including letters of reprimand shall not be used for the purposes of progressive discipline after twelve (12) months, or earlier by approval of the Police Chief, provided there is no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

## **ARTICLE 17 - PROBATIONARY EMPLOYEES**

17.1 The probationary period for non-sworn represented employees shall be twelve (12) consecutive months of employment within the classification. The probationary period for lateral hire police officers shall be twelve (12) consecutive months of employment within the classification. The probationary period for non-lateral hire police officers shall be eighteen (18) consecutive months of employment within the classification. The probationary period may be extended for no more than three (3) months in individual cases by mutual agreement between the City and the Association. In the event an employee takes an extended leave of absence during the probationary period (more than two consecutive weeks) the probationary period will be extended for an amount equal to the leave of absence.

17.1.1 For the purposes of this article, a lateral officer is defined as an individual who is currently or has been a sworn police officer within the past three years at the time of appointment and who is currently certified as a police officer in good standing who has completed a certified basic police academy and field training evaluation training program as a police officer in a government agency (municipality, county, state, tribal or federal agency).

17.2 During the probationary period, an employee may be disciplined or discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. Any employee who is returned to their former classification shall not be discharged without just cause. The City's decision to return an employee to their former classification for performance reasons during the probationary period, related to the promotional position shall not be considered discipline.

## **ARTICLE 18 – SENIORITY**

18.1 Bargaining Unit seniority shall mean the length of an employee's service within a bargaining unit in the police department. Classification seniority shall mean the length of an employee's service within the classification in the police department. Department seniority shall mean length of service in the police department. An employee shall attain seniority after completing the probationary period, at which time the employee shall be credited with the seniority accrued during the probationary period. For purposes of this article, seniority shall be defined as continuous time within a classification. For the purpose of establishing seniority for Association members hired on the same date and job classification, seniority shall be based on candidate overall ranking as established by Human Resources prior to the Chief's interview. The candidate ranking shall be kept on file and copies shall be made available to employees.

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City will return with the seniority they had accrued at the time of their promotion. The time an employee spends in such a position will not however, be applied toward their seniority. Instead, the employee's seniority date will be adjusted by an amount equal to the time the employee served in the non-bargaining unit position.

18.2 The City shall provide the Association with an updated seniority list of members annually and upon request of the Association.

18.3 A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of termination may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the vacation and sick leave accrual rates which applied at the date of termination. This section shall not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this Article 18.3 more than once.

18.4 In the event of a staff reduction, the City will lay-off in inverse order of bargaining unit seniority by job classification. Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority. An employee promoted outside the bargaining unit may use department seniority to displace the junior employee in the bargaining unit.

18.5 An employee who is laid off due to reduction of staff shall have preference for recall based upon seniority. Employees laid off shall retain such right of recall for eighteen (18) months. Employees so recalled by the City shall be reinstated with seniority rights accumulated as to the date of their lay off. Any laid off employee who is recalled by the City shall have ten (10) days from mailing of notice by Certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere unless otherwise mutually agreed. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment. A laid off employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this article and Agreement.

18.6 Classification seniority shall be used for shift and days off.

## **ARTICLE 19 - VACATION SCHEDULING**

Priority vacation scheduling shall be by department seniority for requests which are submitted between December 1<sup>st</sup> and December 31<sup>st</sup> for the upcoming year through the end of the last normal pay period into the next year. Such exercise of seniority shall be limited to one (1) selection for each calendar year. Priority vacation requests submitted by December 31<sup>st</sup> shall be approved or denied as soon as practical, but in no event later than January 15. After all priority vacation requests have been approved or denied, subsequent vacation requests will be approved or denied on a first come, first served basis within fourteen (14) calendar days of the request after all priority vacation requests have been approved or denied. Seniority time off requests, which can only be made for the following twelve (12) month period, will be approved by the shift supervisor of the shift that will be affected at the time the leave is to be taken. Any sabbatical leaves are scheduled and approved prior to the annual vacation scheduling.

## ARTICLE 20 - DISCIPLINARY ACTION

20.1 Disciplinary Measures. Disciplinary action shall be for just cause. Discipline shall include the following actions as well as additional actions as are appropriate to the circumstances of the violation. These include: verbal reprimand (which may be documented in writing), written reprimand, reduction in pay, suspension without pay, demotion and dismissal, as warranted by circumstances and the nature of the offense. The City shall not impose a reduction in pay, suspension without pay, demotion or dismissal of a non-probationary employee without due process. Counseling and coaching are not considered disciplinary action.

Verbal reprimands over one (1) year old shall not be the sole basis for progressive disciplinary actions. Verbal and written reprimands are not subject to the grievance procedure beyond Step 2. The employee or the Association may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand.

The definition and application of just cause is as set forth in ORS 131.930, 236.350, 243.808, 243.809, and rules adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (per ORS 243.812 and OAR Chapter 265), and other applicable laws are incorporated into this Agreement.

20.2 Due Process. Pre-disciplinary “due process” means written notice of the charges, and the facts which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or their designee. At least ten (10) days prior to any due process meeting (Loudermill) the City shall provide the Association and the involved employee with a copy of the investigation and exhibits.

20.3 Avoidance of Embarrassment. If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

20.4 Association Representation in Interview and Disciplinary Process. The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee which could lead to discipline greater than a verbal reprimand.

20.5 Use of Deadly Force Situations. Employees directly 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 deadly force. Such right to consult with a representative or attorney shall not delay the giving of the statement more than twenty-four (24) hours.

20.6 General Procedures and Bill of Rights. Internal investigations shall be conducted within the law as expressed by statute and case decisions. The rights of the individual shall be protected, and shall include the following:

- A. At least seventy-two (72) hours prior to an interview, the Association and the employee under investigation shall be informed of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. This section does not apply 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.

- B. Interviews shall be conducted at a reasonable hour, preferably at a time when the employee is on-duty, or during the normal waking hours of the employee, unless the seriousness of the investigation requires otherwise. Where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
- C. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The person under interview shall be allowed to attend to their own personal physical necessities.
- D. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not normally delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which no more than a counseling may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to twenty-four (24) hours to obtain a representative to be present at the interview.
- E. All interviews shall take place at City facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- F. Employees will be directed to answer any questions specifically involving the non-criminal matter(s) 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 including a Garrity notice in the event the investigation involves criminal matter(s).
- G. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- H. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the incident(s) which are the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
- I. The City shall record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. The employee and/or the Association shall also have the right to record the interview. If the interviewed employee is subsequently disciplined at a step higher than written reprimand, the recording from the investigation shall be transcribed by the City and the employee and the Association shall be provided a copy.

- J. Interviews and investigations shall be concluded without unreasonable delay.
- K. When releasing information to the Association and involved employee the City may work with the Association to enter into a confidentiality and/or non-disclosure agreement.

20.7 Waiver of Rights. An employee who has received written notice that they are the subject of an investigation pursuant to Section 20.6.A above, may request to waive their contractual and/or procedural rights as set forth in Section 20.6.A and Section 20 or as set forth in policy. Prior to executing the written waiver, the employee and/or the Association shall receive a written offer of discipline from the City regarding the alleged misconduct. Prior to acceptance of the offered discipline the employee and the Association must execute a written waiver form agreeing to accept the offered discipline without the possibility of a grievance and/or appeal. Such waiver must be in writing, must be done in presence of an Association representative and must be done with the written concurrence of both the Chief or designee and the Association President or designee. Garrity rights and Weingarten rights will NOT be waived.

20.8 Allegations related to truthfulness are not eligible for the Section 20.7 waiver and may be investigated as a new allegation regardless of any prior Section 20.7 agreement.

20.9. The City may deny an employee's request for a waiver under Section 20.7 and continue to conduct an investigation.

## **ARTICLE 21 - SUBSTANCE ABUSE POLICY**

21.1 The City and the Association agree that the City may engage in reasonable suspicion drug and alcohol testing in accordance with the provisions of the City Drug Free Workplace Policy as revised periodically. Many elements of this policy are mandatory subjects of bargaining and changes that relate to a mandatory subject may be bargained if the Association so requests.

## ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 It is the intention of the parties to this Agreement that all disputes between the parties regarding the application, meaning, or interpretation of this Agreement be settled by their submission to the established grievance procedure as set forth below.

A. Step 1. (Immediate Supervisor) Except as set forth below, within fifteen (15) calendar days immediately following the date the employee had or should have had knowledge of the issue, whichever date earlier, the employee and/or the Association shall submit to the employee's immediate supervisor a written grievance with the following information:

1. a statement of the grievance and the factual allegations upon which it is based;
2. the section(s) of this Agreement alleged to have been violated;
3. the remedy sought;
4. the name of the individual(s) submitting the grievance.

The employee's supervisor shall attempt to resolve the dispute with the employee and/or Association. If the parties are unable to reach a resolution, the supervisor shall render a written decision within fifteen (15) calendar days after receiving the written grievance.

B. Step 2. (Chief of Police) If the grievance remains unresolved, the Association may present the grievance, in writing, to the Chief or Chief's designee(s) within fifteen (15) calendar days immediately following the supervisor's response or the date the supervisor's response was due. The Chief or Chief's designee(s) will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within fifteen (15) calendar days of the receipt of the grievance. The Chief or the Chief's designee(s) shall render a written decision within fifteen (15) calendar days following the meeting.

C. Step 3. (City Manager) If the grievance remains unresolved, within fifteen (15) calendar days of receipt of the written Step 2 decision or the date the written decision was due, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why the Association is proceeding with the grievance in light of the Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) calendar days of receipt of the Step 3 grievance.

D. Step 4. (Arbitration). If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City's legal counsel or designee within fifteen (15) calendar days following the date the City Manager's response is due or received, whichever is earlier.:

22.2 Arbitrator Selection.

A. The parties may mutually agree upon an arbitrator for Agreement interpretation issues. In the event no mutual agreement is reached as to the selection of an arbitrator, the Association shall submit a written request to the Oregon Employment Relations Board for a list of seven (7) arbitrators. A copy of

the Association's ERB arbitrator list request shall be provided to the City's legal counsel or designee. Upon receipt of the ERB arbitrator list, a coin flip shall occur to determine which party will strike arbitrator list names first, and strikes shall be alternated until only one (1) arbitrator name remains. The remaining name shall be the arbitrator.

B. For all employees represented by the Association and for all grievances involving discipline or discharge pursuant to Article 20, the arbitrator selection process shall be in accordance with ORS 243.808.

### 22.3 Discharge and Discharge Grievance Steps.

The appeal of a discharge may be taken up initially at Step 3 (City Manager) of the Grievance Procedure contained in this Article. All other disciplinary actions may be appealed beginning at Step 2 (Chief of Police) of the Grievance Procedure. Discharge and disciplinary grievances must be submitted within ten (10) calendar days of the discipline imposition. The information required in Step 1 must be included in the grievance regardless of the Step at which the grievance process is entered.

### 22.4 Time Limits.

Any time limits specified in the grievance procedure may be waived in writing by mutual agreement of the parties. Failure of the Association or employee (if applicable) to submit the grievance in accordance with the time limits established in this Article, without a written timeline waiver, shall constitute abandonment of the grievance. If at any step, the applicable City representative fails to respond in a timely fashion, the grievance shall automatically advance to the next step. A grievance may be withdrawn at any time upon receipt of a signed statement from the Association that the matter has been resolved.

### 22.5 Arbitration Process and Procedures.

A. Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena.

B. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

C. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing or, in the event the parties submit post-hearing briefs, within thirty (30) calendar days of the submission of the post-hearing briefs, unless mutually extended by the parties and the arbitrator.

D. As an alternative to 22.5.C, above, at the end of the evidentiary portion of the arbitration, the City and Association may agree to oral arguments in lieu of written closing briefs. The City and Association may also agree to have the arbitrator issue an oral bench decision. The bench decision shall be issued within a reasonable time after the conclusion of the hearing, not to exceed seven (7) calendar days, and shall be confirmed by the arbitrator in writing. The arbitrator's bench decision shall be electronically recorded as the formal record and decision associated with the arbitration.

E. The costs, fees and expenses of the arbitrator shall be split equally between the parties. Each party shall be responsible for costs of presenting its own case to arbitration. The arbitrator shall be limited to the interpretation and application of the specific provisions of this agreement and shall have no authority or jurisdiction to add or revise the agreement of the parties.

## **ARTICLE 23 - ASSOCIATION BUSINESS**

23.1 An Association attorney and an Executive Board member shall be allowed to attend grievance meetings and *Weingarten* interviews without loss of pay. Association representatives shall be allowed to attend labor management meetings without loss of pay. Association representatives shall be permitted access to the Forest Grove Police Department for purposes of representation activity which is conducted off duty or with the prior authorization of a supervisor. The Association and the City agree to comply with the terms of ORS 243.798 by providing a reasonable amount of time to designated representatives to engage in the listed activities. Prior to engaging in activities described in ORS 243.798, the designated representative shall discuss the necessary time with the Police Chief or their designee. The Police Chief or designee shall approve the activity unless the activity interferes with Department operations. The designated representative shall keep a record of the time spent in such activities.

23.2 Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the City.

## **ARTICLE 24 - CONTRACT RENEWAL SESSIONS**

24.1 The City and the Association shall make reasonable efforts to schedule negotiating sessions at a time that does not interfere with the operation of the Police Department. Two (2) on-duty employees shall be permitted to attend negotiating sessions. If the staffing levels on the day of bargaining are above minimums, as determined by the Chief of Police, the bargaining team may consist of three (3) on-duty members. The dates, times, and places of these negotiating sessions shall be established by mutual agreement between the parties.

## ARTICLE 25 - WAGES AND SALARIES

25.1 Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A attached and incorporated in this Agreement. Each employee shall be paid at one of the steps in the range prescribed for the job classification.

25.2 Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance as documented in the annual performance appraisal. (Performance appraisal shall not be subject to the grievance procedure.) A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.

25.3 Employees assigned the duties and responsibilities of a higher classification with the approval of a supervisor shall be paid five percent (5%) premium on their base salary for a minimum of one hour. Employees assigned as “Senior” officer or OIC (Officer In Charge) shall have four (4) years of law enforcement experience and two years of service with the City and shall receive a five percent (5%) premium on their base salary for all hours worked as “Senior” officer or “OIC”.

- A. An employee is considered assigned in the absence of a sergeant under Article 25.3, unless otherwise prohibited by the Chief of Police. The most senior employee on a shift will be considered the “Senior” officer or OIC (Officer in Charge) to include approved shift trades.

### 25.4 Wage Adjustments

Effective July 1, 2025 wage rates for all classifications covered by this Agreement shall be increased by four percent (4%).

Effective July 1, 2025 the following classifications shall receive an additional adjustment:

- Code Enforcement: three percent (3%)
- Sergeant: three percent (3%); and
- Property/evidence Specialist: two percent (2%)

Effective July 1, 2026 and July 1, 2027, wage rates for all classifications covered by this Agreement shall be increased by four percent (4%).

**ARTICLE 26 – INCENTIVE AND PREMIUM PROGRAM**

26.1 Incentive Qualification. The City agrees to pay incentives set forth below to those employees who qualify under the following terms:

1. Have submitted proof of DPSST certification; and
  2. Received an “Acceptable” or better rating on their last performance review and/or successfully completed a Field Training Program.
- (A) Employees hired prior to the effective date of this agreement who are currently receiving incentive pay based on the table below, shall continue to receive at least the same incentive pay as they are currently receiving. Any future changes to an employee’s education and/or DPSST certification status thereafter shall be paid in accordance with Section (B) below. For example, employees who currently possess an Oregon DPSST Intermediate Certificate who hereafter meet the requirements to and receive the Oregon DPSST Advanced Certificate will receive eight percent (8%) incentive pay thereafter regardless of education status. Incentive pay will begin the first day of the pay period following submission of proof of DPSST certification to the City.

INCENTIVE	DPSST CERTIFICATION	EDUCATIONAL ACHIEVEMENT
3%	Intermediate	
4%	Intermediate	AA/AS
5%	Intermediate	BA/BS
6%	Advanced	
7%	Advanced	AA/AS
8%	Advanced	BA/BS

(B) Employees hired after the effective date of this agreement who are eligible shall be paid four percent (4.0%) of base salary for Oregon DPSST Intermediate Certification or eight percent (8.0%) of base salary for Oregon DPSST Advanced Certificate. Incentive pay will begin the first day of the pay period following the submission of proof of DPSST certification to the City.

Under Article 26 the total amount of incentive and premium pay an employee may receive is capped at 14%. For purposes of determining the cap, Article 26.3 Bi-Lingual Pay Premium will be excluded.

26.2 Incentive Application. The employee must make application upon receipt of DPSST certification to receive incentive pay and there shall be no retroactivity. An application shall be approved or denied within seven (7) working days. Incentive awards shall commence the first of the month following approval by the Police Chief.

26.3 Bi-Lingual Pay Premium. An employee that demonstrates proficiency in speaking and understanding a second language shall be eligible to receive a premium of two and one-half percent (2.5%) of the employee’s base salary if the employee provides the Department with proof on a bi-annual basis of proficiency. An employee that demonstrates fluency in speaking and understanding Spanish or American Sign Language shall be eligible to receive a premium of five percent (5.0%) of the employee’s base salary if the employee provides the Department with proof on a bi-annual basis of fluency. The Chief of Police will designate which languages are eligible for the Bi-lingual premium, based on operational needs of the Department.

26.4 Other Premiums. The City shall pay premiums based on the employee’s regular rate of pay (base salary) for the following assignments except for sergeants:

Investigations	5.0%
FTO	5.0% for time spent working with a recruit
Bike Officer	2.5% for time spent on bike patrol
Motorcycles	5.0%
School Resource Officer	5.0%
Detective Sergeant	5.0% when assigned by Police Chief or designee

In no event will an employee be entitled to pay under Article 26 for incentive and/or premium pay in excess of 14%. Each premium shall be paid during each month an employee serves in an assignment as determined by the City.

Premiums shall be computed based upon the employee's base salary. All work performed for the assignment beyond the regular shift must be approved by the Chief or a designee and properly recorded by the officer performing the assignment. The Chief makes assignments and may reassign officers from such assignments.

26.5 Educational Reimbursement.

Those employees in the bargaining unit who during the term of this Agreement satisfactorily complete (received a grade of C or higher or, if only offered a Pass/No Pass, a grade of Pass) pre-approved, job-related, college courses at an accredited four (4)-year college or university, or equivalent, and transferable two (2)-year college courses, and provide evidence to the City of such satisfactory completion, shall receive payment to defray tuition for up to eighteen (18) pre-approved credit hours per fiscal year in an amount not to exceed \$100 per credit hour. The parties do not intend to require pre-approval of a particular number of credit hours, or to require the allocation of a particular level of funds. Pre-approval and payments under this Article are conditioned on the availability of funds in the police budget as determined by the Chief or their designee. At the discretion of the Chief of Police, payments under this article may be deferred to the next City of Forest Grove Budget year.

26.6 Service Recognition – Sworn employees.

In order to recognize years of service to the City and community, the City shall provide the following longevity program based on years of service as a sworn officer with the City of Forest Grove Police Department effective upon ratification of the agreement:

1. 1 – 5 years of service:
  - a. Employee will be credited with \$500 toward a lump sum VEBA contribution for each completed year of service through five years of services payable when they reach five (5) years of service, not to exceed \$2,500. This benefit will be forfeited if the employee leaves the City’s employment before the employee has completed five (5) years of service.
  - b. Employee will receive a \$2,500 cash retention bonus payable when they reach five (5) years of service.
  - c. Upon completion of five (5) years of service, employees shall receive a one-time addition of forty (40) hours of vacation leave to their vacation leave bank. If this will

put the employee's leave back over the cap established in Article 14, the employee will be allowed to extend the vacation cap for ninety (90) days.

2. 6 – 10 years of service:
  - a. Employee will be credited with \$1,000 toward a lump sum VEBA contribution for each completed year of service for 6-10 years of service payable when employee reaches ten (10) years of service, not to exceed \$5,000. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed ten (10) years of service.
  - b. Employee will receive a \$2,500 cash retention bonus payable when they reach ten (10) years of service.
  
3. 11+ years: employee will receive an annual \$1,000 lump sum VEBA contribution on their anniversary date.

\*Note: Retention bonuses are subject to mandatory withholdings under State and Federal tax regulations.

Current sworn officers will begin the program at their current years of service. There will be no retroactive payments.

#### 26.7 Service Recognition – non-sworn employees.

In order to recognize years of service to the City and community, the City shall provide the following longevity program based on years of service as a city employee for non-sworn employees in the bargaining unit effective upon ratification of the agreement without retroactivity:

1. 1 – 5 years of service:

Employee will be credited with \$500 toward a lump sum VEBA contribution for each completed year of service through five years of service payable when they reach five (5) years of service, not to exceed \$2,500. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed five (5) years of service
  
2. 6 – 10 years of service:

Employee will be credited with \$1,000 toward a lump sum VEBA contribution for each completed year of service for 6-10 years of service payable when the employee reaches ten (10) years of service, not to exceed \$5,000. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed ten (10) years of service.
  
3. 11+ years: employee will receive an annual \$1,000 lump sum VEBA contribution on their anniversary date.
  
4. Non-sworn employees shall receive a one-time lump sum \$1,000 retention bonus effective upon the date this successor contract is approved and signed by all parties.

\*Note: Retention bonuses are subject to mandatory withholdings under State and Federal tax regulations.

## **ARTICLE 27 - DEFERRED COMPENSATION PLAN**

27.1 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall be of no direct cost to the City and employee participation shall be voluntary. Employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City.

## **ARTICLE 28 – UNIFORMS & EQUIPMENT**

28.1 The City shall provide basic uniforms for new Police Officers hereinafter employed. Those presently employed shall be provided any replacements or additions to the present uniform which may be required by the City. After the initial fitting, employees are responsible for their own alterations.

28.2 The City shall provide a clothing allowance of two hundred ninety-five dollars (\$295.00) twice annually for plain-clothes officers assigned as investigators. An employee assigned as a plain-clothes officer shall receive the first semi-annual allowance upon appointment. The clothing allowance is subject to mandatory withholdings under State and Federal tax regulations.

28.3 If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, clothing, or protective device shall be furnished to the employee by the City. The cost of repairing the uniform or protective clothing shall be paid by the City (including initial tailoring and repair). If a uniform requires dry cleaning, the City shall provide cleaning for one (1) uniform per week and one (1) jacket per month, maximum. The City may contract with a cleaner for dry cleaning, and may require all articles of clothing to be cleaned at City expense be cleaned by the contract holder.

28.4 The City shall reimburse employees for prescription eye wear of up to \$200 and wristwatches of up to \$50, and for other personal property which the police chief has pre-authorized in writing for on duty use by the officer in question and which is damaged or destroyed in the performance of the employee's duties.

28.5 The City shall provide three hundred dollars (\$300.00) every other year for boots for sworn police officers and sergeants to be used solely for City business. The City shall provide one hundred and fifty dollars (\$150.00) every other year for boots for property and evidence specialist to be used solely for City business. The City shall provide one hundred and fifty dollars (\$150.00) every year for code enforcement officers to be used solely for City business. The style and other standards will be set by the Chief of Police. Proper maintenance of the appearance of the boot is the responsibility of the employee.

## ARTICLE 29 - SHIFT BIDDING

29.1 Sworn staff shall be allowed to bid for shifts by classification seniority by division (operations, investigations, and administration) based upon the following:

- A. Officers assigned to Patrol Operations who are eligible to bid by seniority, shall not be allowed to remain on any shift for more than twenty-four (24) consecutive months after which they will be required to rotate to a different shift for at least one (1) complete shift rotation. Sergeants assigned to Patrol Operations who are eligible to bid by seniority shall not be allowed to remain on any shift for more than twelve (12) consecutive months after which they will be required to rotate to a different shift for at least one (1) complete shift rotation. This requirement may be waived with the approval of the Chief of Police in cases of personal hardship or personnel situations. The decision to allow a new recruit (non-lateral hire) to bid by seniority with less than two (2) years of service may be made at the Chief's discretion
- B. Shift Bidding Process. The bidding process for shifts will begin no later than November 1st of each year, at which time the list of available shifts and days off (shift slots) will be circulated. The shift/days off will be bid in order of classification seniority beginning with the most senior employee through the least senior until all shift slots are filled. The bidding process will be completed no later than November 30<sup>th</sup> of each year. The upcoming twelve (12) month schedule will be posted no later than December 15<sup>th</sup> of each year. The shift-days off selection process will be coordinated between representatives of the City and the bargaining unit each year.
- C. During the shift bidding process employees serving in the job classification of Sergeant will bid each of the available shifts (for example: day, swing, graveyard) and days off so that a Sergeant is scheduled to be on-duty during every twenty-four (24) hour period beginning at 12:00 a.m. each day.
- D. Seniority Shift Re-Bids and/or Mid-Shift Replacements - An employee, who voluntarily leaves a specialty assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot by the Department based upon a good faith analysis of operational and/or personnel needs of the Department.

An employee who is removed from a specialty assignment or whose specialty assignment is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot that the employee would have been able to bid into during the Annual Shift Bid. The Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

- E. The Chief will provide the Association President or designee with work schedules, which includes the blocks of days off and recruit shift assignments. Staffing will be such that there will always be a senior officer working at all times. "Senior" officer is defined as an officer with four or more years law enforcement experience and two or more years of service with the City of Forest Grove. The Association President or designee will be responsible for scheduling that meets the requirements set forth by Article 29. If the requirements are not met, the Chief has the option to reassign as outlined below.
- F. In the event a shift becomes understaffed, the Police Chief may make any adjustments necessary to insure an adequate staffing level.
- G. During any three (3)-month shift bid rotation, the Police Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, and due consideration of appropriate alternatives, reassign employees to a different shift. Except in emergencies, employees shall receive ten (10) days' notice of reassignment, which time may be waived by the employee on a non-precedent setting basis. Such good faith assignments shall not be grievable, but employees shall be afforded the opportunity to discuss the reassignment with the Police Chief upon request.

29.2 Members who serve in Special assignments (investigations, motorcycles, and full-time joint teams or task forces) shall accept shifts as assigned without regard to this shift bidding article. When multiple officers serve in the same special assignment, they shall exercise classification seniority to choose from shifts available to that assignment.

## **ARTICLE 30 - TRAVEL PAY**

30.1 An employee is expected to use a City vehicle when required to report to work at another location whenever possible. If a City vehicle is not available, the employee shall be paid for the use of their personal transportation at the current authorized City mileage rate. Whenever required to travel as part of regular work activity, the employee shall be paid for actual meals and transportation expenses. Employees whose travel takes them away overnight, shall be compensated for actual lodging and for other expenses at the City's established policy which includes a per diem rate.

## **ARTICLE 31 - SAVINGS CLAUSE**

31.1 Should any portion of this Agreement or amendment thereto be judged by a court of appropriate final jurisdiction to be in violation of any state or federal law, then that portion(s) shall become invalid and the remainder of the Agreement and amendments thereto shall remain in effect. The parties shall immediately enter negotiations for the purpose of replacing such invalid portion(s) of the Agreement.

## ARTICLE 32 – BRADY

32.1 The parties recognize that the United States Supreme Court has consistently found that prosecutors, prior to trial, have an affirmative duty to disclose evidence that is potentially exculpatory or may be used for impeachment purposes of witnesses testifying on behalf of the government. Some of the information that is being disclosed is about government witnesses, including law enforcement employees represented by the Association.

In turn, this means that law enforcement agencies, including the City of Forest Grove Police Department, must collect and document exculpatory and impeachment information discovered pursuant to administrative and criminal investigations and provide the same in a timely manner to the Washington County District Attorney's Office (WCDA), or any other prosecutor's office for a determination of whether it needs to be provided to a defendant pursuant to its *Brady* obligations.

32.2 An employee who is subject to additional defense disclosure and discovery by the Washington County District Attorney's Office (WCDA), or any other prosecutor's office, but continues to be used as a witness by the prosecution, will not be subject to any adverse personnel action based solely on such status.

If the WCDA or any other prosecutor's office determines that an employee will not be called as a witness, the employee will be separated from service for one (1) or more of the following reasons: disciplinary termination, and/or administrative separation for inability to perform essential job functions.

This Section does not prohibit the City from taking disciplinary action or any other adverse personnel action (including a separation from employment due to inability to perform essential job functions) against an employee represented by the Association based on the underlying acts or omissions for which that employee's name was placed on a prosecutor-maintained list (described above), if the actions taken by the City otherwise conform to the rules and procedures related to discipline and discharge as set forth in this Agreement.

32.3 The City will contemporaneously provide the Association President and employee notice that the City has referred the matter to WCDA, or any other prosecutor's office, for a formal *Brady* Review.

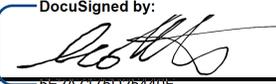
**ARTICLE 33 - TERM OF AGREEMENT**

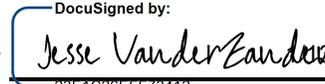
32.1 This Agreement shall be effective July 1,2025 and shall remain in effect until June 30, 2028.

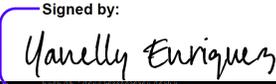
32.2 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other between January 1 and March 1 that they wish to modify this Agreement.

**FOREST GROVE POLICE ASSOCIATION**

**CITY OF FOREST GROVE**

BY  1/13/2026 | 4:13 PST  
DocuSigned by: 3E2A7175D26440F...  
**Scott King,** **Date**  
**President**

BY  1/13/2026 | 4:58 PST  
DocuSigned by: 23E1C26E1F73412  
**Jesse VanderZanden,** **Date**  
**City Manager**

BY  1/13/2026 | 4:38 PST  
Signed by: B04E42C9369242B...  
**Yanelly Enriquez,** **Date**  
**Treasurer**

## Appendix A

### Wages

**Note: Wage rates are shown monthly and hourly. Any variation between actual wage rates and the pay plan are unintentional and due to the Munis payroll system's rounding/calculations.**

#### Classification

<b>Effective 07/01/2025</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Records Specialist I	4,774 27.5399	4,964 28.6380	5,164 29.7919	5,371 30.9841	5,585 32.2203	5,811 33.5221
Records Specialist II	5,212 30.0721	5,422 31.2779	5,640 32.5380	5,866 33.8399	6,098 35.1779	6,343 36.5943
Community Outreach Specialist	5,212 30.0721	5,422 31.2779	5,640 32.5380	5,866 33.8399	6,098 35.1779	6,343 36.5943
Code Enforcement Officer	5,422 31.2831	5,639 32.5318	5,864 33.8294	6,098 35.1828	6,345 36.6044	6,595 38.0505
Property Evidence Specialist	5,503 31.7505	5,723 33.0173	5,952 34.3394	6,191 35.7164	6,440 37.1544	6,695 38.6235
Police Officer	6,476 37.3620	6,905 39.8341	7,213 41.6159	7,609 43.8961	7,953 45.8823	8,388 48.3899
Police Sergeant	8,261 47.6601	8,672 50.0331	9,108 52.5485	9,563 55.1688	10,040 57.9250	10,544 60.8298

#### Classification

<b>Effective 07/01/2026</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Records Specialist I	4,965 28.6414	5,163 29.7836	5,371 30.9836	5,585 32.2235	5,808 33.5091	6,043 34.8630
Records Specialist II	5,421 31.2750	5,638 32.5294	5,866 33.8394	6,100 35.1938	6,341 36.5851	6,597 38.0578
Community Outreach Specialist	5,421 31.2750	5,638 32.5294	5,866 33.8394	6,100 35.1938	6,341 36.5851	6,597 38.0578
Code Enforcement Officer	5,639 32.5346	5,864 33.8328	6,098 35.1828	6,342 36.5899	6,599 38.0683	6,859 39.5721
Property Evidence Specialist	5,724 33.0206	5,952 34.3380	6,190 35.7130	6,439 37.1453	6,698 38.6409	6,963 40.1683
Police Officer	6,735 38.8563	7,181 41.4274	7,502 43.2808	7,913 45.6519	8,271 47.7173	8,723 50.3255
Police Sergeant	8,592 49.5664	9,019 52.0346	9,473 54.6505	9,945 57.3755	10,442 60.2423	10,966 63.2630

## Appendix A

### Wages

**Note: Wage rates are shown monthly and hourly. Any variation between actual wage rates and the pay plan are unintentional and due to the Munis payroll system's rounding/calculations.**

#### Classification

<b>Effective 07/01/2027</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Records Specialist I	5,163 29.7870	5,369 30.9750	5,585 32.2231	5,809 33.5125	6,041 34.8495	6,285 36.2578
Records Specialist II	5,638 32.5260	5,864 33.8303	6,100 35.1933	6,344 36.6015	6,595 38.0485	6,861 39.5803
Community Outreach Specialist	5,638 32.5260	5,864 33.8303	6,100 35.1933	6,344 36.6015	6,595 38.0485	6,861 39.5803
Code Enforcement Officer	5,865 33.8360	6,099 35.1860	6,342 36.5899	6,596 38.0539	6,862 39.5909	7,134 41.1553
Property Evidence Specialist	5,953 34.3414	6,190 35.7115	6,438 37.1414	6,696 38.6308	6,966 40.1865	7,241 41.7750
Police Officer	7,005 40.4106	7,468 43.0846	7,802 45.0120	8,230 47.4779	8,602 49.6260	9,072 52.3385
Police Sergeant	8,935 51.5490	9,380 54.1159	9,852 56.8365	10,343 59.6706	10,860 62.6519	11,404 65.7933

## Appendix B Health Insurance VEBA Lump Sum Contributions

### Cost Savings Sharing Program Description

If the City saves at least \$10,000 in premiums over what the City would have paid if the association members had retained their current medical and dental insurance coverages through CIS (City County Insurance Services) from the period of January 1 through December 31 each year, the City will make a lump-sum payment equivalent to 50% of the total cost savings divided by the number of eligible FGPA employees as of January 1<sup>st</sup> of each year of the contract into each eligible association member's VEBA account by March 15 of that year up to an annual maximum of \$1,000.

### Eligible Employees Definition:

Current FGPA members as of December 31<sup>st</sup> of each year who elect a health insurance plan through the Northwest Firefighter's Relief Association Healthcare Trust and have been employed by the City of Forest Grove as a member of the FGPA for at least 6 months will be eligible for VEBA contributions as outlined above. For example, employees hired on or before July 1 of each year will be eligible for the VEBA contribution.

### Cost Savings Evaluation Procedure

The method of establishing the basis for comparison and calculating cost savings will be as follows:

1. On Dec. 31<sup>st</sup> of each year of the contract beginning in 2024, the following criteria will be used to calculate if cost savings were realized:
  - a. The annual premium cost of the CIS insurance plans of either Regence or Kaiser based on the employees' elections in the Trust according to the CIS tier if eligible employees (according to paragraph above) would have been enrolled in CIS insurance plans;
  - b. The annual premium cost of the Trust's insurance for either the Regence or Kaiser Plan employees are currently enrolled in.
  - c. If the City's total premium costs of the CIS plans for eligible employees exceed the actual total premium costs of the Trust, the cost savings will be calculated and, if more than \$10,000, the amount of lump sum VEBA contribution per eligible member will be determined up to \$1,000 per employee.
  - d. The cost savings, if any, will be evaluated using the number of FGPA eligible members who have insurance coverage on December 31<sup>st</sup> of each year. For example, an employee who is hired April 1<sup>st</sup> will be counted in the eligible member number for the entire year and will be eligible for the lump sum VEBA contribution. An employee hired in October will not be counted in the eligible member number and will not be eligible for the lump sum VEBA contribution.
2. The City will use the known premium rates for each insurance plan for the calendar year being evaluated.
3. The CIS tier for each employee will be determined by the family members the employee has coverage for under the Trust, i.e. if the employee has two children covered by the Trust, the CIS tier used will be Employee + children.