

**COLLECTIVE BARGAINING AGREEMENT**

between

**THE CITY OF DALLAS, OREGON**

and

**THE DALLAS POLICE EMPLOYEES ASSOCIATION**

2021-2024

**DALLAS POLICE EMPLOYEES ASSOCIATION**  
**Collective Bargaining Agreement 2021-2024**

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## PREAMBLE

This Agreement is made and entered into by the City of Dallas, herein after referred to as "the City," and the Dallas Police Employees Association, herein after referred to as "the Association." This Agreement constitutes the agreement between the parties concerning direct or indirect monetary benefits, hours, and other conditions of employment. The purpose of this Agreement is to promote mutual agreement and understanding between the parties consistent with the City's objective of providing municipal services to the community of Dallas in the most efficient and effective manner and of promoting harmonious relations between the City and the Association.

This Agreement is applicable to bargaining unit members represented by the Dallas Police Employees Association or its designated representative. It is agreed and understood that this Agreement shall be limited and applicable only to bargaining unit members and only in connection with the performance of bargaining unit work.

All references in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include both female and male.

All references in this Agreement to the chief of police shall include the chief of police or his/her designee, when one has been designated. All references in this Agreement to the city manager shall include the city manager or his/her designee, when one has been designated.

All references to "days" in this Agreement refer to calendar days unless otherwise noted in a specific Article.

## Article 1 – RECOGNITION

### 1.1 Recognition.

The City recognizes the Association as the exclusive bargaining agent for the purposes of bargaining rates of pay, hours of work, and working conditions for all members in the bargaining unit.

### 1.2 Classification.

The bargaining unit shall consist of all full-time sworn Police Officers (including Lateral and Entry Level Recruit Police Officers), full-time Police Community Liaisons, and full-time Community Service Officers of the Dallas Police Department except for the positions of chief of police, lieutenants, sergeants, and other managerial, confidential, temporary, casual, or seasonal members. Full time employees are employees with a full time equivalent status of thirty (30) hours a week or more.

## Article 2 – MANAGEMENT RIGHTS

### 2.1 Management Rights.

Unless specifically limited by this contract, the City retains exclusive rights regarding decisions and actions affecting the operation, efficiency, and management of the police department including, but not limited to:

- To plan, direct, and control all the operations and services of the police department;
- To hire, assign, promote, demote, transfer, suspend, discipline, discharge, or relieve members due to lack of work or other legitimate reasons;
- To determine the methods, standards, levels of service, organization, personnel, and schedules by which such operations and services are to be conducted;
- To discontinue all or any part of its operations;
- To utilize volunteers, reserve officers, and other non-bargaining unit members of the department;
- To determine the need for additional educational courses, training programs, and on-the-job training;
- To establish new jobs or eliminate or modify existing job classifications;
- To schedule working hours and to assign overtime;
- To make and enforce policies and procedures; and,
- To change or eliminate existing equipment or facilities, and any other such rights not specifically referred to in this Agreement.

Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure. If a change in the status quo of a mandatory subject of bargaining gives rise to the obligation to bargain under State law, the City agrees to comply with State collective bargaining law.

### 2.2 Right to Contract or Subcontract.

The parties recognize the City has the right to contract or subcontract work in accordance with State collective bargaining law.

### 2.3 Management / Manager Defined.

For the purposes of this contract, the terms *manager* and *management* refer to persons designated by the city manager as representatives and members of the City of Dallas Administration team. Use of the terms *managers* and *management* within the organizational structure of the Dallas Police Department includes the chief of police, deputy chief, lieutenant(s), sergeant(s), and excludes any police officers.

## Article 3 – EXISTING CONDITIONS

To the extent that any proposed changes in work rules or working conditions consist of, or affect, mandatory subjects of bargaining, the City agrees to collectively bargain the mandatorily negotiable aspects of the change(s). To the extent the City proposes any

change in existing work rules or policies affecting a mandatory subject of bargaining, the City will provide an Association President or designee with written notice of the proposed change. The Association shall have fifteen (15) calendar days to object in writing to the city manager. The failure of the Association to object in writing to proposed changes within the fifteen (15) calendar days of the notice shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection. Upon receiving a written objection from the Association, the City agrees to collectively bargain the issue in accordance with the law and Employment Relations Board rulings.

#### **Article 4 – ASSOCIATION SECURITY AND CHECKOFF**

##### **4.1 New Hires.**

This Agreement applies equally to all members of the bargaining unit. The Association shall be responsible for obtaining a signed copy of the payroll deduction form from bargaining unit members who wish to become members of the Association and for giving the form to the city manager in accordance with the time lines specified in this Article. The City will notify the Association of new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the member's name and telephone number.

##### **4.2 Dues Check-off, Service Fees, and Payroll Deduction Authorization.**

Upon receipt of a complete and signed copy of a payroll deduction authorization form for dues check off or service fees, the City will deduct Association dues from the wages of Association members. Such deductions shall be made only if accrued earnings are sufficient to cover the payment after all other authorized payroll deductions have been made. The City will not be in violation of this provision due to check off errors so long as such errors are adjusted no later than the end of the following pay period after notice of the error is received.

##### **4.3 Payroll Deduction Process.**

The Association shall notify the City in writing of the current check off amounts with a minimum of thirty (30) days advance notice to enable the City to make necessary payroll deductions. The City shall deduct Association dues the first pay period of each month from the salary of members who are members of the Association. The amount deducted shall be transferred within ten (10) calendar days to the Association. An authorization for payroll deductions may be canceled upon written notice to the City and the Association before the twentieth (20<sup>th</sup>) day of the month in which the cancelation is to become effective, subject to the provisions of Article 1 above.

##### **4.6 Statement of Deductions.**

The City will give the Association an itemized statement of deductions no later than the fifteenth (15<sup>th</sup>) day of each month following the month for which the deductions were taken. The itemized statement will reflect member terminations, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action, which would affect the amount of dues withheld.

##### **4.7 Hold Harmless.**

The Association agrees to hold the City and its officials, representatives and agents harmless against all claims resulting from this Article. If a deduction is made that exceeds

the current check off amount and the funds have been transferred to the Association, the City shall refund the excess amount directly to the employee and seek reimbursement from the Association.

## Article 5 – ASSOCIATION RIGHTS

### 5.1 Right to Participate.

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

The City and the Association shall not discriminate in regard to hiring, tenure, or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the Association.

### 5.2 Association Business; Collective Bargaining.

Up to two (2) bargaining unit members who are on-duty shall be allowed to perform their duties as a representative of the Association to negotiate labor contracts between the City and Dallas Police Employees Association without loss of pay during the negotiation process for an Agreement. Association representatives involved in negotiating who are on duty are subject to call and not more than two representatives from the same squad can attend negotiation sessions. No overtime shall be paid to Association representatives participating in negotiation sessions. The City and the Association will mutually schedule the meeting times for negotiations.

### 5.3 Grievance Investigation.

Grievances may be investigated by Association representatives who are on-duty without loss of pay. The Association shall notify the City in writing of those members serving as such representatives. Members serving in this capacity who are on duty must remain available for call. No overtime shall be paid to Association representatives participating in these activities. Whenever possible, investigation and processing grievances shall be transacted to avoid unreasonable disruption of the work of on-duty bargaining unit members.

### 5.4 Right of Access.

Designated Association representatives shall be allowed access to member work locations for the purpose of processing grievances or for contacting members of the Association to process a grievance. Such representatives shall not enter any work location without the consent of the chief of police. Access shall be restricted so as to not interfere with the normal operations of the police department or with established security requirements.

### 5.5 Association Representatives.

To the extent allowable by the operational requirements of the department, one (1)

member previously designated by the Association as representative and any member who files a grievance shall be allowed to meet with representatives of the City on grievance matters under the Grievance procedures (Article 12) of this Agreement without loss of pay. Members serving in this capacity who are on duty must remain available for call. No overtime shall be paid to Association representatives participating in meetings as a result of these activities. The Association's representative will give management reasonable notice when the representative will be away from his/her normal assignment.

#### 5.6 Bulletin Board.

The Association shall be allowed a bulletin board, not to exceed 2' by 3', in the police department for posting materials related to official Association business. The Association shall limit its posting of notices and bulletins to such bulletin boards and shall identify any such notices and bulletins posted there as Association materials. All materials posted on the Association bulletin board shall have the signature of an officer of the Association. Any posting not related to official Association business that does not comply with the City's Anti-Harassment policy or subjects the City to liability may be ordered to be removed by the City.

#### 5.7 Notice Delivery.

For purposes of this Agreement, any notice required to be given to the Association will be deemed met by delivering notification to the Association President or his/her designee. The Association shall keep the City informed of current Executive Board members and the President's designee if he/she is not available to receive notices.

### **Article 6 – INDEMNIFICATION**

The City shall indemnify and defend members in the bargaining unit against claims and judgments incurred in, or arising out of approved, accepted, or legal performance of their official duties as required by the Oregon Tort Claims Act.

### **Article 7 – INVESTIGATION**

Pursuant to Oregon State law, the City shall follow the provisions of ORS 236.350 (definitions), 236.360 (Disciplinary Actions) and 236.370 (236.350 to 236.360 not applicable to certain public safety officers) in regards to disciplinary investigations. The City shall apply these same standards to all bargaining unit members except where restricted by law.

### **Article 8 – SENIORITY, LAYOFF AND RECALL**

#### 8.1 Definition.

Bargaining unit seniority is defined as the length of continuous service since the member was hired as a regular sworn officer for the Dallas Police Department. A member who has not completed his/her entry training period shall not be considered a regular member. Time spent on leave without pay shall not be counted toward a member's continuous service, unless otherwise required by law.

#### 8.2 Seniority List.

Members shall be listed for purposes of seniority ranking, within classification of sworn

and non-sworn, according to their date of hire in the specific classification. If more than one member is hired on the same date, seniority will be determined by lot, witnessed by the affected members and the Association. Seniority listings shall be utilized for application of the provisions of this Agreement.

### 8.3 Layoffs.

Layoff means a reduction in the police department work force. In the event of a reduction in the work force, layoffs will be made in the inverse order of seniority.

### 8.4 Eligibility for Recall.

Members on layoff shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff. Laid off members will be called back to work based on descending order of seniority. No new bargaining unit members will be hired until all laid off members have been given an opportunity to return in accordance with this Agreement.

### 8.5 Current Address.

It is the responsibility of members on layoff status to maintain a current address on file with the City. The City will notify members of recall by certified letter mailed to the member's last address on file.

### 8.6 Recall Process.

Any member who declines recall to the last classification held, or fails to contact the City within ten (10) calendar days of notice or fails to report for work within ten (10) calendar days from their receipt of notice shall be removed from the recall list. The City may require the successful completion of a medical examination and a physical agility test as a prerequisite to returning to work following a layoff. Members who wish to waive re-employment rights may do so by written notification to the City. Members will not accrue leave or receive other benefits while on layoff status. Leave balances will be reinstated if the member is recalled and returns to work within the twelve (12) month period.

### 8.7 Loss of Seniority.

A member loses bargaining unit seniority if he/she:

- (a) Voluntarily quits work or retires,
- (b) Is terminated for cause,
- (c) Fails to return from layoff to the last classification held within ten (10) calendar days following the request to do so,
- (d) Is laid off for more than twelve (12) months, or
- (e) Fails to return to work at the termination of a leave of absence.

## Article 9 – WORKING CONDITIONS

### 9.1 Work Day.

A normal work day is defined as a twenty-four (24) hour period commencing with the start of the member's regular scheduled work day.

## 9.2 Work Shift.

The normal work shift for members shall consist of eight (8) hours per day on the basis of a five (5) day work week, followed by two (2) consecutive days off duty except for regular shift rotations. The City may also implement a work shift of ten (10) hours per day on the basis of a four (4) day work week. The City may also implement a 12-hour shift as provided for herein. Changes to ten (10)-hour shifts shall not occur unless there are enough authorized positions to staff each ten (10)-hour shift with at least three (3) sworn staff.

## 9.3 Work Week.

For purposes of this section, *Patrol Section (Field Services Division)* refers to those members working as patrol officers, traffic safety officer (TSO), or as a school resource officer (SRO); and, *Investigations Section (Field Services Division)* refers to those members working as detectives, including those assigned to drug investigations or to a drug investigation task force.

A normal work week shall consist of a forty (40) hour work schedule during seven (7) calendar days commencing with the first work day of the member's regular work schedule.

Officers assigned to the Investigations Section work a forty (40) hour flexible work week, meaning the scheduled shift start and end times for members in these assignments may be adjusted to meet operational needs. The schedule for officers assigned to the Investigations Section as detectives will be a 4/10 work week, the assigned work days normally being consecutive. With approval of the Chief of Police, officers assigned to the Investigations Section may work a 5/8 work week, with the assigned work days normally being consecutive.

The 12-hour shift schedule will consist of a consecutive 12-hour work day with consistent and consecutive work days and days off (four days on/four days off, then three days on/three days off). For the purpose of implementing this schedule, the parties agree to establish a fourteen-day tour of duty under Section 7k of the Fair Labor Act. A total of 84 hours will be scheduled for the fourteen-day tour of duty.

On the 12-hour shift schedule, due to the fourteen-day tour of duty consisting of 84 hours, there will be an excess of twelve hours every six weeks. These extra twelve hours will be referred to as a "Kelly Day." The parties agree the Kelly Day will be used as a mutually agreed upon, scheduled day off, taken anytime during the six-week period but preferably attached to an officer's weekend. If the City requires an officer to work or if an officer volunteers to work in lieu of taking a scheduled Kelly Day or any part of a scheduled Kelly Day, the officer will earn overtime for the hours worked.

Any officer who has an assigned Kelly Day that causes a need for overtime shall be provided the option to work his/her Kelly Day first, regardless of seniority.

All Kelly Days shall be posted for overtime as any other overtime shift so to allow for other officers to sign up should the owning officer decline to work the Kelly Day, or if the option to work the Kelly Day has been forfeited by the owning officer.

Should an officer not sign up to work their own Kelly Day prior to seven (7) days from the date of the Kelly Day shift, it will be forfeited and left open to any other officer, but pursuant to Article 32.14 of the contract.

A Kelly Day shall not be rescheduled by the owning officer within the seven day period prior to the date the Kelly Day is already scheduled if another officer has already signed up for the shift as overtime, unless the officer who signed up for the overtime shift agrees to allow the change.

#### 9.4 Work Period; Cycle.

Except as provided above for 12 hour shifts, a normal work period is defined as beginning at the start of the member's regularly scheduled shift on the first day of the scheduled work period and ending at the start of the member's regularly scheduled shift on the first day of the next scheduled work period. The work period in compliance with FLSA is a twenty-eight (28) day, one hundred seventy one (171) hour period.

#### 9.5 Rest Periods.

Members may be granted a total of twenty (20) minutes of interruptible paid rest periods each work shift, to the extent possible and consistent with operating requirements of the department. Members are subject to call during rest periods.

#### 9.6 Meal Breaks.

To the extent possible and consistent with operating requirements of the department, sworn bargaining unit members working a 5-8 schedule shall receive a thirty (30) minute paid meal period during each work shift, members working a 4-10 schedule shall receive a forty (40) minute paid meal period, and members working a 12 hour schedule will receive a sixty (60) minute paid meal period, which the members may use at their discretion within the same work shift. Members are subject to call during meal periods.

Non-sworn bargaining unit members' breaks shall be consistent with the City of Dallas Employee Handbook.

#### 9.7 Notice for Schedule Changes.

Members will normally be given six (6) calendar days advance notice if they are assigned to a different schedule, except when an unforeseen set of circumstances necessitates a change in schedule, the City may decide to change shift schedules with less than six (6) days notice. Probationary members are exempt from the six (6) days advance notice until the probationary member is released to solo status.

The six (6) days notice also does not apply in the following situations:

- (a) A member is ill or injured either on or off the job and is being placed in a light duty job that requires a change in the member's regular schedule;
- (b) A member is involved in a traumatic incident and is being assigned to a different schedule because of the incident;
- (c) A member is working on an assignment in which the shift assignment must be



- changed in the manager's judgment to successfully complete the assignment;
- (d) A shift change is necessary for the purpose of the member's training; or
  - (e) Upon mutual agreement of the City and the member.

For any other change in the member's schedule without the required six (6) days notice as provided herein, members will receive three (3) hours of pay at the rate of one and one-half (1 ½) times the member's regular rate in addition to regular pay for hours worked the first work day of the new schedule.

#### 9.8 Staffing Levels.

The City shall maintain a minimum of two solo, non-reserve police officers scheduled to work at all times.

#### 9.9 Rest between Shifts.

Members who are required to work additional hours during their normally scheduled time off between duty shifts (excluding regular days off) will be given the opportunity to have at least nine hours of rest between shifts.

In order to give members the ability to have nine hours of rest between shifts, they will be permitted to leave work up to three hours early on the shift preceding the required activity or report late to their next duty shift. If the member chooses to leave work early, the member will be permitted to use up to three hours of accrued leave, including sick leave. If the member chooses to report late for the next duty shift, the number of hours used to report late will be taken as accrued leave, including the option to use sick leave on an hour-for-hour basis for the number of regularly scheduled shift hours not worked (with a one-hour minimum).

Ordinarily, if the required activity is closer to the end of a duty shift, the member will be permitted to report late to the next duty shift, and if the required activity is closer to the beginning of a duty shift, the member will be permitted to leave work up to three hours early.

#### 9.10 Reassignment to Patrol from Investigations.

Should a member assigned to the Investigations Division be reassigned to patrol due to circumstances out of the member's control or the City's control, the City will allow the member to choose one of the four designated patrol shifts which mirrors most closely the shift they were assigned in Investigations for the remainder of the bid year they were reassigned to patrol. Examples of this are similar to, but not limited to, the disbandment of a special team, and a reduction in staffing. The City will retain the right to place the member being reassigned to any shift that is below minimum staffing, as long as the member has not already been scheduled to work a patrol shift. Under these circumstances, the City shall assign another member based on seniority under Article 8.2 – Seniority List. The City will not unreasonably delay scheduling a member to patrol under the aforementioned circumstances for purposes of preferred shift assignment.

## Article 10 – DISCIPLINE AND DISCHARGE

### 10.1 Discipline.

The City may discipline or discharge a regular member for just cause. Probationary members are at-will members and may be discharged without notice or cause. Unless otherwise warranted by the circumstances, discipline shall normally be progressive, including oral reprimand, oral reduced to written reprimand, written reprimand, suspension, demotion, and discharge, depending on the seriousness of the offense and the particular circumstances of the member.

### 10.2 Written Notice.

If the City determines there is just cause to take disciplinary action, the City shall provide the member and the Association with written notice of the proposed disciplinary action, the grounds for such action and of the right to hearing in accordance with ORS 236.360(5) prior to implementing the proposed action.

### 10.3 Association Representation.

A member is allowed to consult with an Association representative or have an Association representative present during interviews with management representatives if the member believes the interview might reasonably lead to discipline of the member. The role of the Association representative at these meetings shall be as defined by the Employment Relations Board. This opportunity for representation shall not unduly delay these interviews or meetings more than two (2) hours. This section shall not apply to any interview or meeting with a member held in the normal course of business for counseling, instruction, or other routine contact with a manager or supervisor where discipline is not contemplated.

### 10.4 Action Final.

Once a member has received official notification of any disciplinary action, such action shall be final, subject to the grievance procedure.

### 10.5 Documentation in Personnel File.

With the exception of an oral reprimand and oral reduced to written reprimand, written documentation of discipline shall be placed in the member's personnel file. The member shall sign and date the document indicating their receipt and acknowledgment of the document. The member may submit written comments to be included in the file.

## Article 11 – PERSONNEL RECORDS

### 11.1 Review of Files; Copies.

Upon request, a member's personnel file, exclusive of materials received prior to the date of his/her employment with the City, shall be made available to the member for review during City Hall normal hours of operation. A member may receive copies of documents in his/her personnel file. A member's Association Representative may receive copies of documents in the member's personnel file upon written request of the affected member. Managers may also create and maintain member working-files to assist the manager in

monitoring member performance and in completing the member's field training records and/or officer's evaluations. After documentation in the member's field training records and/or evaluations, the supporting documents in the working file will be disposed of.

#### 11.2 Confidentiality.

Personnel files shall be considered confidential unless release of information is required by the Oregon Public Records law, in the event of a claim of disparate treatment, or pursuant to a lawfully issued subpoena.

#### 11.3 Adding Documents; Member Awareness; Signature.

No information that reflects critically upon a member shall be placed in a member's personnel file unless it has been reviewed by the member. The member's signature on the document confirms only that the City has discussed and given a copy of the material to the member; it does not indicate agreement or disagreement. If the member refuses to sign the document acknowledging his/her review, the City will note the refusal and the time and date of review on the document before it goes into the file. Within five (5) calendar days of receipt of the material, members shall have the right to submit a statement of rebuttal to any information placed in the personnel file.

#### 11.4 Required to Update.

Bargaining unit members shall notify the City within three (3) calendar days of changes in address, telephone number, and family and emergency contact numbers.

#### 11.5 Retention of Documents; Staleness.

Complaints or investigations that are not sustained or otherwise exonerate a member may not be used as reference material in subsequent unrelated investigations.

Notices of oral reprimand and/or oral reduced to written reprimand shall not be placed in the member's personnel file. They may be placed in a supervisor's working file for one year from date of issue and may be documented in the member's field training records and/or officer's evaluations.

Written notices of reprimand or suspension shall be retained in the member's personnel file but shall be considered to be "stale" after twenty-four (24) months from the incident in question unless the member receives subsequent discipline of a like nature within that time period. These "stale" notices will not be used in future disciplinary action, unless there is a claim of disparate treatment.

After three (3) years, upon request of the member, the written notice of reprimand or suspension will be removed from the member's personnel file. Documentation of investigations resulting in termination shall be retained in the member's personnel file for a minimum of ten (10) years.

## Article 12 – GRIEVANCE PROCEDURE

### 12.1 Definition.

For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement.

### 12.2 Informal Resolution.

The City and the Association agree that it is desirable to resolve problems and issues at the lowest possible level, in an informal manner. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed as described in 12.3, Grievance Procedure.

### 12.3 Grievance Procedure.

#### Step 1

The member or association representative shall attempt to informally resolve the issue with management within fifteen (15) calendar days of the occurrence or knowledge of the occurrence or when the member should have reasonably been aware of the occurrence, by submitting written notice including:

- (a) Statement of grievance and relevant facts,
- (b) Provision of the Agreement the grievant believes has been violated, and
- (c) The remedy sought.

The manager shall meet with the member within fifteen (15) calendar days of receiving the grievance and shall respond to the grievance in writing within fifteen (15) calendar days of the meeting.

#### Step 2

If the grievance is not resolved in Step 1, the member or Association representative may, within fifteen (15) calendar days after the reply of management, submit a written notice to the chief of police, including:

- (a) Statement of grievance and relevant facts,
- (b) Provision of the Agreement the grievant believes has been violated, and
- (c) Remedy sought.

The chief of police shall meet with the member within fifteen (15) calendar days of receiving the grievance, and shall respond to the grievance in writing within fifteen (15) calendar days of the meeting.

#### Step 3

If the grievance is not resolved in Step 2, the member or Association representative may, within fifteen (15) calendar days of receipt of the reply of the chief of police, submit the grievance to the city manager. The city manager shall make a review of the investigation and issue a decision on the grievance within thirty (30) calendar days of receipt of the appeal.

#### Step 4

After notice of the decision in Step 3 has been submitted by the city manager, the matter may be referred by the City or the Association to an arbitrator for final determination within thirty (30) calendar days from the conclusion of Step 3 above, unless the time frames are mutually waived by both parties. The party pursuing the matter to arbitration shall be responsible for initiating a request for a list of seven (7) Oregon or Washington arbitrators from the Employment Relations Board. The parties shall select an arbitrator from the list within ten (10) calendar days of receiving the list by either mutually agreeing to an arbitrator or by alternatively striking the names. A coin toss will determine which party strikes the first name. The final name left on the list shall be the arbitrator. The arbitrator shall submit his/her decision within thirty (30) calendar days from the date of the hearing. The arbitrator's decision shall be final and binding, but he/she shall have no power to substitute his/her judgment for that of the City or to alter, modify, nullify, ignore, add to, or subtract from the terms of the Agreement. The arbitrator's decision shall be within the scope and terms of the Agreement and shall be in writing.

The fee and expenses of the arbitrator shall be borne by the losing party, and the arbitrator shall identify the losing party. The City and the Association shall assume individual liability for the cost of their respective representation. Other mutually agreed upon costs incurred in connection with the arbitration hearing shall be divided equally.

#### 12.4 Mediation.

As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration and shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.

#### 12.5 Time Limits; Withdrawals.

Any and all time limits specified in the grievance procedure may be waived by mutual consent of the parties. This waiver must be in writing and signed by the involved parties. Failure by the grievant to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City or its designated representatives to submit a reply within the specified time shall cause the grievance to be advanced to the next step. A grievance may be withdrawn at any time upon a receipt of a signed statement from the Association or the member.

### **Article 13 – SICK LEAVE**

#### 13.1 Accrual.

All full-time members shall earn sick leave with full pay at the rate of eight (8) hours for each full month of service accruing beginning with the end of the first full calendar month of employment. Sick leave shall accumulate to a maximum of 1500 hours and sick leave will not continue to accrue once a member's balance reaches 1500 hours.

##### 13.1.1 Credit of Sick Leave for Lateral Recruits.

Members hired as lateral recruits will be credited 80 hours of sick leave immediately upon being hired by the City of Dallas. Hours credited under this

section may be utilized in accordance with article 13.2.

### 13.2 Utilization.

Sick leave may be used when a member is unable to work because of illness or off-the-job injuries or for exposure to contagious disease under circumstances in which the health of the on-duty personnel and members of the public the member must of necessity deal with would be endangered by attendance on duty, as certified by a medical physician.

Accrued sick leave with pay may be used during a leave for which the member qualifies under the Oregon Family Leave Act (OFLA) or the federal Family Medical Leave Act (FMLA), in accordance with the City of Dallas Employee Handbook.

Up to forty (40) hours per year of sick leave can be used upon the injury or illness of a member of the member's non-child family members to care for or make arrangements for the care of the member's family member upon approval by the chief of police. For purposes of this Article, family member includes spouse, parents, grandparents, domestic partner as defined in State Administrative Rules, and any relative residing in the member's immediate household. Sick leave may be used in one (1) hour increments. Sick leave does not accrue during any period of unpaid leave of absence, except as required under Family Medical Leave laws.

With the approval of the chief of police or the city manager and for no more than two shifts (e.g., part of one shift and all of the next shift), sick leave may be used when a member is not emotionally able to work as a result of the death or serious physical injury of another member of the Dallas Police Department, whether or not that death or serious physical injury occurred on duty or in the member's presence. Nothing in this paragraph is meant to or may supersede a member's care and rights under Article 29, Member Use of Deadly Physical Force.

### 13.3 Notification.

A member requesting sick leave must inform the department of the request and the reason for the request before the beginning of the member's scheduled work hours, or as soon as possible according to the police department's procedures. Failure to follow notification procedures may be cause for denial of sick leave with pay for the period of the absence. Members are expected to keep their managers informed of the anticipated length of absence so the department may plan for the member's absence.

### 13.4 Doctor's Verification.

The City may require a medical release to return to work and/or a doctor's verification of illness after a member has been absent on sick leave more than three (3) consecutive days or when a member's pattern of sick leave use indicates potential abuse of sick leave. Any expenses, not covered by the member's insurance, resulting from a verification of illness or a release to return to work will be the responsibility of the employer. Abuse of sick leave may be cause for disciplinary action. If the City is dissatisfied with the report of illness from the member's physician, the City may require a medical exam from a doctor selected by the City, at the City's expense.

### 13.5 Light Duty.

If the City has offered light duty for which the member has received medical release, the member will receive his/her regular pay for the hours worked on light duty. In the event the light duty assignment is a position that would normally earn incentive pay (i.e.: Investigations), the member will not be eligible for incentive pay based on the assignment.

### 13.6 Independent Medical Exam.

Verification by an independent medical examination (IME) may also be required in any circumstance in which the City, on reasonable grounds, judges a member's health status to constitute an obstacle to performing his full range of duties without limitations. In this instance, the City will require the member to participate in an examination by a physician selected by the City. The member will be notified in writing of this requirement, including a statement of the reason(s) for the decision. The member shall cooperate with the City in scheduling and completing the examination.

### 13.7 Retirement.

Upon retirement, a member's accrued sick leave balance will be reported to PERS and will be considered by PERS in accordance with PERS regulations.

### 13.8 Use as Leave Immediately Before Retirement.

With the approval of management, a member may use sick leave in lieu of actual hours worked at the rate of two-hours of sick leave for every one hour otherwise worked, with a maximum of four weeks of sick leave used per this section. (For example, if approved by management, an employee can use four weeks of sick leave to take off the last two weeks of work immediately preceding his/her retirement.) This section only applies to the days or weeks immediately preceding retirement and may not apply to any other separation from the City.

## Article 14 – TIME OFF IN LIEU OF HOLIDAYS

### 14.1 Accrual.

Sworn members will accrue ten and one half (10.5) hours per month of compensatory time in lieu of holidays. These hours will be added to the member's compensatory time bank.

Non-sworn members shall be granted holiday pay. Employees who have a forty (40)-hour per week schedule will receive holiday pay totaling the hours in a normal shift (e.g., employees working five 8-hour shifts will receive 8 hours of holiday pay and an employee working four 10-hour shifts will receive 10 hours of holiday pay). Other regular employees shall earn holiday pay based on a prorated basis, comparing their regular scheduled workweek to a normal forty (40)-hour workweek. Non-sworn members shall have the following holidays off with pay:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following day
- Christmas Day
- The afternoon of the last work day before Christmas

For non-sworn members working 10-hour (M-Thu or Tu-Fri) shifts:

(A) When a holiday falls on the member's first regularly scheduled day off, the preceding work day of the week shall be considered a legal holiday.

(B) When a legal holiday falls on the member's second regularly scheduled day off, the member and the member's supervisor shall mutually agree on the legal holiday being either the last work day of the work week preceding the scheduled holiday or the first work day of the following week following the scheduled legal holiday.

(C) When a holiday falls on the member's third regularly scheduled day off, the next work day shall be considered a legal holiday.

If a non-sworn member is required to work on a holiday, the employee shall be compensated by overtime pay.

#### 14.2 Birthdays Off.

Regular members may take their birthday off work as a holiday after five (5) years of consecutive service. Based on scheduling, members will attempt to schedule this holiday as close to their actual birthday as possible. Employees who have a forty (40)-hour per week schedule will receive birthday pay totaling the hours in a normal shift (e.g., employees working five 8-hour shifts will receive 8 hours of birthday pay and an employee working four 10-hour shifts will receive 10 hours of birthday pay). Other regular employees shall earn birthday pay based on a prorated basis, comparing their regular scheduled workweek to a normal forty (40)-hour workweek.

#### 14.3 Informal Leave.

Non-sworn members who are eligible for paid holidays will also be granted four (4) hours of informal leave each year to be taken between November 24 and January 23, scheduled with the appropriate supervisor's approval. The amount of informal leave will be prorated for regular employees working less than 40 hours per week. Informal leave does not accumulate or carryover and has no cash value.

### Article 15 – VACATIONS

#### 15.1 Eligibility; Use.

Regular members on paid status will be credited with and accrue vacation according to the schedule below. Except at the chief's discretion, members are not eligible to use vacation until the member successfully completes a minimum of six (6) months of continuous service. Members are expected to use their vacation accrual each year.

#### 15.2 Accrual.

Members will be credited with 40 hours of vacation leave—less any hours used at the chief's discretion (per 15.1)—at the completion of their first six months of service. Thereafter, they shall accrue vacation leave on a pro-rata basis each pay period according to the following schedule:



Length of Service

6 to 24 months:  
25-60 months:  
61-108 months:  
109-168 months:  
169-239 months:  
Sworn members only –  
240 + months:

Accrual

80 hours per year (6.67 hrs per month)  
96 hours per year (8 hrs per month)  
120 hours per year (10 hrs per month)  
140 hours per year (11.67 hrs per month)  
160 hours per year (13.33 hrs per month)  
192 hours per year (16 hrs per month)

15.2.1 Credit and Use of Vacation Leave for Lateral Recruits.

Members hired as lateral recruits will be credited 40 hours of vacation leave immediately upon being hired by the City of Dallas. Hours credited under this section may be utilized by lateral recruits without the required six (6) months wait outlined in section 15.1.

15.3 Max Accrual.

Members may accumulate vacation leave to a maximum of one and one-half (1 ½) times their current annual accrual. Vacation time accrued above the maximum allowable hours on December 31 of each year will be forfeited.

If the department has cancelled or denied a member's requested vacation time and the cancellation or denial will result in a member forfeiting accrued vacation, the member will be given an additional forty-five (45) days in which to schedule vacation time without forfeiting his/her accrual. A member will not qualify for relief under this section if they put in for vacation time off on a day where minimum staffing would not be met as a result of their absence. The department and member will work to schedule alternative time off as close as possible to the originally requested vacation period.

15.4 Accrual During Unpaid Leave.

Vacation will not continue to accrue during any period of unpaid leave of absence, except as required by State or Federal law.

15.5 Cancelled Vacation.

If the City cancels a member's bid or scheduled vacation that has been approved for over 30 days, the member shall receive overtime at the applicable rate for all time worked during the scheduled vacation and shall have the option of: (1) receiving vacation pay for the time involved (for a total of two-and-one-half times the regular hourly rate) or; (2) having the vacation time posted back to his/her leave balance for use at a later time.

In addition, if a member's bid or scheduled vacation that has been approved for more than 30 days is cancelled by the City for reasons that are not beyond the control of the City, and if the member has made non-refundable deposits that must therefore be forfeited or cancellation fees apply, the member shall be eligible for reimbursement subject to the following: At the time of notification of vacation cancellation, the member must advise the City that non-refundable deposits may have been made and of the nature of those deposits.

Within seventy-two (72) hours of receipt of the notice of the vacation cancellation, the member must submit appropriate documentation to verify any non-refundable deposits or cancellation fees.

Nothing in this section shall encumber the City when a vacation is cancelled or interrupted due to a subpoena that did not originate from the City municipal court. The City will not discipline a member for failing to appear on a subpoena or notice to appear in court or hearing during a scheduled vacation, provided the member has given notice to the court, prosecutor's office or hearings office of their unavailability prior to receiving the subpoena or notice.

#### 15.6 Vacation Scheduling.

The City will provide a vacation bid sheet on or about the first of October each year. In keeping with 42.1, quarterly training days will be scheduled prior to the start of the vacation bid. The vacation bid period will be January 1<sup>st</sup> through December 31<sup>st</sup> the following year.

The bid process will start with the most senior police department member, regardless of bargaining unit status, and work through the police department in order of seniority. Each member shall complete their bid within one (1) day and pass it along to the next member.

Members of the Association with the status of Senior Officer will have up to twenty (20) shifts of requested vacation time during the vacation bid period. Officers will have up to fifteen (15) shifts of requested vacation time during the vacation bid period. Officers assigned to the school resource position will have up to twenty (20) shifts of requested vacation time during the vacation bid period due to the uncertainty of which shift they will be assigned during the summer months.

During the vacation bid process, only one member can request a vacation day per squad per calendar day. Additional requests for time off can be made for the same calendar day but it will be permitted according to operational needs and be on a first come, first served basis.

#### 15.7 Termination.

Upon termination, eligible members will be compensated for all accrued vacation leave.

#### 15.8 Sell Back.

Members are eligible to sell back vacation under the same City policy, procedures, and conditions that apply to other City employees.

### **Article 16 – MILITARY LEAVE**

Military Leave will be granted in accordance with State and Federal law.

## Article 17 – WITNESS OR JURY DUTY

### 17.1 Compensation.

Members will be paid their regular salary when required to serve on a jury or when they are subpoenaed as a witness for a matter related to their employment, provided the member complies with City procedures for receiving payment. All monies received as witness fees or pay received for jury duty, excluding mileage reimbursement, will be signed over to the City and returned to the City Finance Department unless such fees are earned on days off or during other authorized leaves with pay.

### 17.2 Reporting to Work.

Members must report to work when less than a normal work day is required for jury or witness duties.

### 17.3 Administrative Reassignment.

When reasonable, a member on jury duty will be administratively reassigned to day shift for the extent of such jury duty. The decision regarding a change in shifts will be dependent on the jury duty requirements and duration.

### 17.4 Personal Business.

This Article does not apply to court attendance for personal business.

## Article 18 – CASUAL LEAVE

### 18.1 Circumstances.

A regular member may be granted three (3) work days of Casual Leave with pay per event for the following reasons only: death in his/her immediate family, serious accident involving a member of his/her immediate family, or serious illness of a member of his/her immediate family. For the purpose of taking casual leave, immediate family includes: parent, grandparent, sister, brother, child, grandchild, spouse, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, step-parent, step-child, same sex domestic partner or family members who stand in similar family relationships to the member requesting the leave.

### 18.2 Process.

Approval for Casual Leave must be obtained from the chief of police or his designee before Casual Leave may be taken. At the first opportunity upon returning to work, the request for Casual Leave must be submitted in writing to the chief of police. If a member needs additional time off work, the member may request accrued vacation leave or accrued compensatory time. Requests for additional time will be considered based on the member's circumstances and the operational needs of the department.

## Article 19 – LEAVE OF ABSENCE WITHOUT PAY

### 19.1 Leave Without Pay.

In the sole discretion of the City, a regular member may take up to one hundred eighty

(180) days of leave without pay if requested in writing and approved by the city manager. Such leave shall not be used for the purpose of accepting employment outside the service of the City.

#### 19.2 Interruption; Termination.

Unless the leave has been requested and approved for the member's serious medical condition, the City may interrupt or terminate such leave by providing a fourteen (14) day written notice by certified mail to the address given by the member on their written application for such leave. After receiving such notice, the member shall return to work within five (5) days or be subject to disciplinary action, including termination.

#### 19.3 Eligibility for Benefits.

Members on leave without pay will not accrue paid leave or be eligible for any benefits provided under the terms of this Agreement, except that members will be eligible for insurance benefits through the end of the month in which their leave without pay begins. If allowed by the City's health insurance carrier, members on leave without pay may continue health, dental and vision insurance by paying the full monthly premium, according to the carrier's policies as long as complete payments are made by the twentieth day of each calendar month. Members who work intermittent hours during a leave without pay (e.g., court time) will be paid as hourly members.

#### 19.4 Seniority.

Except for military leave, workers' compensation leave, or parental or family medical leave, a member's credited years of service and seniority date will be adjusted to reflect a deduction for the time of a leave without pay in excess of thirty (30) calendar days.

### Article 20 – FAMILY AND MEDICAL LEAVE

#### 20.1 Eligibility.

Eligible members may take family medical or parental leave as provided under the Federal Family and Medical Leave Act (FMLA) and under the Oregon Family Leave Act (OFLA).

#### 20.2 Requests.

All requests for leave must be in writing on the appropriate form provided by the City. Members must give at least thirty (30) days notice if the leave is foreseeable, or as soon as practicable if the leave is unforeseeable. In circumstances when the need for leave is unforeseeable, oral requests for leave must be confirmed in writing within three work days.

#### 20.3 Twelve Month Period.

The "twelve month period" during which leave is available (also referred to as the "One-Year Calculation Period") will be determined by a rolling twelve-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the twelve weeks, which has not been used during the immediately preceding twelve months.

#### 20.4 Use of Leave; Eligibility for Benefits.

Family and medical leave is normally time off without pay. However, unless otherwise approved, members will be required to use all accrued paid leave as allowed by law, including accrued vacation and compensatory time. Sick leave may be used in accordance with the City of Dallas Employee Handbook. Members on leave without pay will not accrue vacation, holiday pay, sick leave, or other paid leave unless specified by this policy. The City will continue the group health insurance coverage for members on leave under the Federal Family Medical Leave Act for up to twelve (12) weeks. These members must continue to pay their share, if any, of the insurance premiums. Members on leave provided only by state law may continue health insurance coverage during the leave at the member's own expense. Members on leave without pay must pay their portion of their health insurance premiums by the twentieth of each month. Premiums should be paid to the Finance Department.

### Article 21 – MILEAGE RATE, TRAINING AND TRAVEL EXPENSES

#### 21.1 Mileage Reimbursements.

If a member's personal vehicle is required to be used for out of town travel, mileage will be reimbursed based on the City of Dallas travel rules at current GSA rates.

#### 21.2 Per Diem.

The City will provide advance payment or will reimburse the member for any reasonable lodging, meals and other expenses for out of town travel according to the City's Travel and Training policy at the current GSA per diem rate for the geographic area in which the training is occurring. Registration fees and travel expenses must be approved by the chief of police and/or city manager in accordance with city policy prior to travel.

#### 21.3 Travel Time; Study Time; Free Time.

The City will pay for travel time to attend training that occurs out of town if such travel time occurs during the course of the member's scheduled work day or other hours that have been adjusted such that they are counted as work hours. For purpose of compensation, travel time ordinarily begins when the member leaves the police department and concludes upon arrival at the training location. Likewise, return travel time ordinarily begins when the member departs the training location and concludes when the member returns to the police department. This excludes rest breaks and meal breaks during duty hours as outlined in this contract. Prior approval by management is required for members to begin or conclude work-related travel from their residence. Travel time will be counted as hours worked and will be used towards the work week hours (Article 9.3).

Study time assigned with training and any free time before, during, or after the training hours shall not be compensable. The City may reassign officers to day shift (8 hour days) for days when they attend training in accordance with Article 9, Working Conditions.

## Article 22 – CONTINUITY OF SERVICES

### 22.1 Strike.

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

### 22.2 Discipline.

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

## Article 23 – OUTSIDE EMPLOYMENT

### 23.1 Outside Employment.

Bargaining unit members may accept occasional and part-time outside employment with prior written approval from the city manager. Requests should be routed through the chain of command and the police chief will recommend approval/disapproval to the city manager.

### 23.2 Expectations and Denial or Revocation.

Outside employment must in no way detract from the efficiency of the member in his/her work for the City, including causing the member to be tired while on duty; in no way conflict with the interests of, or be a discredit to, the City or the police department; and in no way take preference over other duties which may be required by the City.

Outside employment may be denied or revoked by the chief of police if the employment fails to meet these expectations. If outside employment is denied or revoked, the burden to demonstrate that the expectations are being met falls upon the member; that is, the City does not bear the burden of proving the expectations are not being met in order to deny or revoke outside employment.

### 23.3 Paid Leave.

Outside employment shall not occur while the bargaining unit member is on City-paid sick leave, disability leave, Family Medical Leave, or Workers' Compensation leave without prior consent of the chief of police.

### 23.4 Workers Comp.

Workers' Compensation benefits through the City will not be received for illnesses or injuries resulting from outside employment.

### 23.5 City Equipment.

City equipment or resources shall not be used in outside employment, and a member

cannot be a contractor or subcontractor on City projects, unless an exception is granted by the City.

#### **Article 24 – EMPLOYEE ASSISTANCE PROGRAM**

Bargaining unit members and their immediate family members will have access to any Employee Assistance Program provided to other City members.

#### **Article 25 – PROBATIONARY PERIOD**

##### **25.1 Duration.**

The entry probationary period for sworn members is eighteen (18) months or until DPSST certified, whichever is longer, with the exception that newly hired Police Officers with current DPSST Police Officer certification will serve a twelve (12) month entry probation period. Probationary Police Officers are at-will members and may be discharged without notice, without cause, and without recourse to the grievance procedure.

Non-sworn members will have a six (6) month probationary period.

##### **25.2 Promotional Probationary Period.**

If an Association member is promoted and they do not successfully complete their promotional probation, they will be returned to their former classification and shall retain seniority rights.

##### **25.3 Extension.**

Unless otherwise prescribed by law, if a member is absent from work for a period of thirty (30) calendar days or longer, the member's probationary period shall be extended by the length of absence from the position.

#### **Article 26 – UNIFORMS**

##### **26.1 Items Provided; Footwear.**

The City shall provide members with uniforms, protective clothing, and devices when they are required. The City will reimburse sworn members and Community Service tasked members up to \$125, based on submission of a receipt, for the purchase of footwear approved by the chief of police or his designee every two years. The City may, alternatively at the member's option, authorize a member to purchase footwear from a vendor of the City's choice and have the City billed directly not to exceed \$250 or \$125 as appropriate. In the case of individuals regularly assigned to investigations, footwear reimbursement may be utilized any time during the two-year period under the same rules listed above.

##### **26.2 Care and Cleaning; Investigator Option.**

It will be the responsibility of the member to clean and care for all articles of the member's uniform and to report needed repairs to his or her supervisor in a timely manner. Members will follow department procedures regarding which clothing items are eligible to be cleaned at City expense and which laundry and dry cleaner to use. The City will provide members assigned as plain-clothes investigators a reimbursement of up to \$240 every six

months, for a total of \$480 per fiscal year based on submission of receipts. Receipts must be dated within the fiscal year during which the reimbursement is requested. Reimbursement is for business casual clothing and is not paid in advance.

### 26.3 Repair and Replacement of Issue Items.

The City will be responsible for the replacement and repair of all uniform items, protective clothing, and devices unless the item is lost or damaged due to the member's neglect. If a member loses or damages an item through neglect, he/she will be required to purchase an approved replacement item. The member is responsible for notifying his/her supervisor of any loss or damage to department equipment as soon as practicable.

### 26.4 Damage to Personal Equipment.

The City will reimburse members for personally owned wristwatches, sunglasses, and prescription glasses, which are damaged in the performance of duty. Reimbursement amount is limited to replacement value only, not to exceed \$100 per item for watches and sunglasses, and a reasonable amount for prescription glasses. Members will need to provide the chief of police with proof of value of the damaged equipment and a memorandum outlining the circumstances which caused the damage. Other personal equipment may be similarly submitted for reimbursement and will be resolved by the chief of police on a case-by-case basis.

### 26.5 Need for Replacement.

The City has the authority to determine if and when replacement of any uniform item is required.

## **Article 27 – GENERAL AND SPECIAL ORDERS**

The City shall furnish the Association with copies of all policies and the Dallas Police Department Manual in effect as of the signing of this agreement and shall provide the Association with all additional policies and procedures promulgated during the term of this Agreement.

## **Article 28 – USE OF ALCOHOL AND DRUGS**

### 28.1 Use.

The City and the Association jointly recognize that alcohol and drug use by a member that adversely affects job performance may constitute a serious threat to the health and safety of the public, the member, and coworkers and is grounds for disciplinary action. The use of, or being under the influence of, alcoholic beverages or controlled substances as defined by the law, excluding any substance lawfully prescribed for any member's use that does not impair the member's performance, shall not be permitted at the work site and/or while on duty.

### 28.2 Informed of Testing Policy.

All members will be fully informed of the City's drug and alcohol testing policy and



procedures before any testing is administered. Newly hired members will be provided with this information as part of their orientation. No member shall be tested until this information is provided to him/her.

### 28.3 Job-Related Incidents.

At the City's discretion, drug or alcohol testing may occur when the member has been involved in a job-related incident that results in injury other than a use of force, or property damage or in those circumstances where there is reasonable suspicion based on specific articulated observations about work performance or such items as appearance, behavior, speech, or body odor which leads a department manager or supervisor to believe the member is under the influence of alcohol or drugs while on duty.

### 28.4 Random Testing.

The City may implement a random drug testing program. Any random drug testing program shall conform to the all other parts of this collective bargaining agreement. Any random drug testing shall be done during a member's normal on-duty time and shall not interfere with scheduled vacation or other time off granted prior to notice of the drug test. The members selected for random drug testing shall be made by a scientifically valid method of ensuring randomness. The rate of random testing shall be no more than two (2) sworn officers per calendar quarter of the year. The pool of officers subject to random test shall be inclusive of all ranks but exclusive of reserves.

Random testing may also occur in accordance with section 28.10 of this Article, or as otherwise provided by state and federal laws.

### 28.5 Approval Required.

No testing may be conducted without the approval of the chief of police or his/her designee.

### 28.6 Annual Testing; Other Testing.

On an annual basis, the Dallas Police Department may administer the "Insta-Cup Multi-Drug Screen Panel" or similar and agreed upon in writing if the Insta-Cup Multi-Drug Screen Panel becomes unavailable. If the test is presumptive positive, the specimen will be forwarded for laboratory analysis using the standards and mechanisms recommended by a licensed medical laboratory concerning submitting the sample from the Insta-Cup Multi Drug Screen panel. The Association reserves the right to reopen this section if they are dissatisfied with the laboratory's procedure.

Other than for the annual in-house testing, the department shall use the standards and mechanisms below for testing:

- (a) The City will select a licensed medical laboratory that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrated proficiency in applicable urine and breath analysis for

- the screen. Members will be escorted to the medical laboratory by a person designated by the Human Resources Manager.
- (b) Substances tested: All urine samples will be tested for chemical adulteration, and controlled substances as defined by law and in accordance with accepted medical protocol.
  - (c) Test results for alcohol will be considered positive when there is any detectable level of alcohol in the sample content.
  - (d) The following testing mechanisms shall be used for any test for alcohol or drugs performed on members:
  - (e) Any urine screening will be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS) for drugs or Gas Chromatography-flame Ionization Detection (GC-FID) for alcohol. Alcohol tests shall be performed by standard laboratory breath alcohol analysis. A breath alcohol test will be performed; if the results show any detectible level of alcohol, the member may request a second test in accordance with accepted medical protocol.

#### 28.7 Procedures for Urine Sample.

The following procedures will be used whenever a member is requested to give a urine sample:

- (a) The member will be transported as soon as possible to a medical laboratory or clinic designated by the chief of police. The test shall be given in such a manner as to protect the authenticity of the sample and the privacy of the individual.
- (b) At the time of the testing, the member will be required to list all prescribed medications, controlled substances, and/or over the counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
- (c) Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, a member shall be entitled to the presence of an Association representative before testing is administered, provided it does not unreasonably delay the testing.
- (d) Immediately after the sample is given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one year (per NIDA regulations) and then destroyed. If the test is negative, both samples will be held for seven days and then destroyed.
- (e) The sample will first be tested using the screening procedures set forth in Section 6.d of this Article.
- (f) If the test is positive for the presence of controlled substances, the member will be notified of the positive results no later than twenty-four hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The member will then have the option of having the untested sample submitted to a laboratory of the member's own choosing which meets the standards specified in

Section 6.a of this Article. If the second test is negative, the results of the first test will be discarded. Both samples will be held for seven days and then destroyed.

- (g) Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.

#### 28.8 Procedure for Breath Sample.

The following procedure will be used whenever a member is requested to give a breath sample:

- (a) The member will be transported as soon as possible to the City designed medical clinic or laboratory. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- (b) After the breath sample has been taken, and the test is determined by the technician to have been properly executed, if the test results do not show any detectable level of alcohol, no further testing is necessary.
- (c) If the test results show a detectable level of alcohol, the member shall have the option of repeating the breath test. If the member chooses another breath alcohol test, the test will be performed after a mandatory fifteen (15) minute waiting period. In the event that the confirmation test does not show a detectable level of alcohol, the confirmation test result is deemed to be the final result upon which any action shall be taken.
- (d) The member will be provided with copies of all documents pertinent to the test.
- (e) Each step in the breath analysis testing process shall be documented to establish procedural integrity and chain of evidence.

#### 28.9 Costs; Trained Physicians; Confidentiality.

The City will bear the cost of the initial and confirmatory tests. If a member chooses to test the second sample, the member will pay the cost of the test. However, in the event that the second sample produces a negative test, the City will reimburse the member for the cost of the second sample testing.

Testing will be evaluated in a manner to ensure that a member's legal drug use does not affect the evaluation of the test results. All test results will be evaluated by a suitably trained physician. Test results will be treated with the same confidentiality as other member medical records.

#### 28.10 Drug Rehabilitation Program; Random Testing.

A member who has tested positive for the presence of drugs may be required to enroll in and complete a drug rehabilitation program as a condition of continued employment, including signing a rehabilitation agreement and agreeing to submit to random drug testing for a period of twelve (12) months. In addition, the City will conduct random drug tests of members as described in Section 6.

28.11 Counseling; Alcohol Rehabilitation Program.

A member who has tested positive for the presence of alcohol will be required to enroll in counseling by a medical professional, and if deemed appropriate by the medical professional, enroll in and complete an alcohol rehabilitation program as a condition of continued employment and sign a rehabilitation agreement. If the member refuses to accept the above stated conditions, he/she is subject to termination.

28.12 Participation in Treatment.

A member's participation in a drug or alcohol counseling and treatment will be considered in determining what, if any, disciplinary action may be taken.

28.13 Violation of Agreement(s); Discipline.

If a member violates the terms of agreed-to treatment or again tests positive in a twelve (12) month period, the member will be subject to immediate discipline, which may include discharge.

28.14 Costs; Use of Sick Leave.

The cost of treatment will be covered as defined in the City of Dallas's medical insurance program and/or the Employee Assistance Program. The member may use accrued sick leave to attend treatment.

28.15 Call Back for Duty.

In the event that the City contacts a member in a call-back situation to perform additional duties and the member has consumed alcohol or drugs in a quantity that would violate the standards of this Article including impairing the member's ability to perform his duties, the member must decline the request to report for duty. If the member reports to work, he/she shall be subject to the provisions of this Article.

28.16 Responsibility of Member; Reporting Use to Manager.

It is the responsibility of the member for whom drugs have been prescribed to ask the treating physician whether the use of the drug may limit or impair the member's ability to perform employment related duties safely and efficiently and what restrictions, if any, should be followed. Members using prescribed medications are responsible for meeting the obligations of Section 1 and for reporting to their manager the medications they are taking.

28.17 Administrative Searches; Association Representation.

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of members and /or assigned City property and/or their personal property excluding personal vehicles parked on City property. A member has the right to request an Association representative be present during the search, provided the search is not unreasonably delayed by accommodating this provision. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City

property for other purposes or to restrict searches related to any criminal investigation.

#### 28.18 Interference with Drug and Alcohol Article.

Any activity that purposely interferes with this Drug and Alcohol Article will be grounds for disciplinary action. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath or urine samples; falsifying information regarding the use of any prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of Section 17.

#### 28.19 Member Rights.

The member has the following rights:

- (a) The right to an Association representative up to and including the time the sample is given; however, this provision shall not unreasonably delay testing. Nothing herein shall restrict the member's right to representation under general law.
- (b) If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing of the member will be discontinued, except as specified in Section 13 of this Article.
- (c) The member will be provided with a copy of the results and all documentation of the testing will be sealed and maintained in his/her medical file. All test results will be kept confidential by the City.
- (d) Any member who tests positive will be given access to all written documentation available from the testing laboratory that verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.

#### 28.20 Duty During Treatment; Return to Regular Duty; Follow-up Care.

If a member successfully completes a treatment program and is released for duty, he shall be returned to his/her regular duty assignment. Member assignments during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

### **Article 29 – MEMBER USE OF DEADLY PHYSICAL FORCE**

A member's use of deadly physical force shall be investigated as described and required in the *Polk County Law Enforcement Intentional Use of Deadly Physical Force Response Plan*.

### **Article 30 – RESIDENCY REQUIREMENT**

Within twelve (12) months after their initial date of hire, bargaining unit members shall be required to reside within a sixty (60) minute response time of City Hall.

### **Article 31 – TIME TRADING**

#### 31.1 Allowable Circumstances; Notice and Approval.

Time trading will be permitted on an hour for hour (1:1) basis. All time trades must be

negotiated by the time-trading individuals and, except in cases of emergency, they must give a member of management at least forty-eight (48) hours advance notice in writing. Requests made with less than forty-eight (48) hours advance notice will be considered on a case-by-case basis. Time trades must not adversely affect the department's ability to provide service or conduct routine business and must be acceptable to management. The member negotiating the trade will be responsible for obtaining the approval of both members and both affected supervisors.

### 31.2 Work Time Limits on Time Trades.

Members assigned to twelve (12) hour work shifts will be permitted to time trade but there will be a limit to members working a maximum of fifteen (15) consecutive hours under normal circumstances. This means a member can cover an additional three (3) hours as a time trade if attached to a twelve (12) hour shift or members can trade complete twelve (12) hour shifts as long as they have at least nine (9) hours of rest time between work shifts.

### 31.3 Responsibilities; No-Shows; Revocation of Privilege.

The member working the trade day will be responsible for reporting to work exactly as if he or she were regularly scheduled for that shift, including being subject to the same discipline for failing to report to work on a regularly scheduled work day.

If there is a "no show" or inability to work the trade as approved, the original member may be required to report to work as scheduled.

### 31.4 Overtime; Time Records; Personal Responsibilities.

Time trades will not subject the department to additional overtime. The time sheets for the member who works the time trade will not reflect that those hours were worked, since the trade time and payback remain a personal matter between the trading members, and are not subject to formal record-keeping by the City. Records of trades and times owed are to be kept by the members making the trade. The City will not be responsible for ensuring that trade times are paid back.

## Article 32 – OVERTIME

### 32.1 Eight Hour Shifts.

Members assigned to an eight (8) hours per day, five (5) day work week schedule who work in excess of forty (40) hours per work week or in excess of eight (8) hours per work day shall be paid overtime at the rate of one and one-half (1 ½) times the member's regular hourly rate, with the exception of call-back compensation and court time as described in this Article.

### 32.2 Ten Hour Shifts.

Members assigned to a ten (10) hours per day, four (4) day work week who work in excess of forty (40) hours per work week or in excess of ten (10) hours per work day shall be paid overtime at the rate of one and one-half (1 ½) times the member's regular hourly rate, with the exception of call-back compensation and court time as described in this Article.

### 32.3 Twelve Hour Shifts.

Members assigned to twelve (12) hour shifts will be paid at the rate of one and one-half (1 ½) time for any hours worked in excess of twelve (12) hours per work day or any regular hours actually worked in excess of 84 hours during the fourteen day work period.

### 32.4 Prior Approval.

Members may not be paid overtime in excess of their scheduled daily shift hours without approval by their supervisor or a member of management.

### 32.5 Maximum Hours Scheduled.

The maximum number of hours a member may be scheduled to work is fifteen continuous hours.

### 32.6 Paid Leave.

For purposes of overtime calculation, paid leave counts as hours worked.

### 32.7 Overtime Rounded.

Overtime will be rounded to the nearest quarter (¼) of an hour. In no event shall the voluntary change of schedules or shift change rotations result in payment of overtime.

### 32.8 Call Back; Court Time.

Call-back and court time are defined as hours in which a member is called back to work outside his/her regular work shift. Compensation for call-back and court time shall be as follows:

- (a) A minimum of three (3) hours at the rate of time and one-half (1 ½) the member's regular hourly rate, unless the call-back assignment or court time begins two (2) hours or less before the start or one (1) hour or less after the end of the member's regular shift when the call-back or court time occurs on a scheduled work day. When the member is called back to work, the time worked begins when the member arrives at the Police Station.
- (b) Time worked for court appearances begins at the time the member arrives for court in accordance with the official notice to appear. More than one (1) court appearance within the applicable minimum shall be considered a single appearance. Waiting time within the three (3) hours is included in the minimum. Subsequent court appearances on the same work day will be paid as separate appearances.
- (c) A member who has received notice of a court appearance shall confirm the court appearance within twenty-four (24) hours immediately prior to the court appearance, excluding weekends and holidays.
- (d) When a member is responding to an official work related subpoena, they are permitted to show up to the office one (1) hour prior to the start of the required appearance for DMV hearings when they are held in Salem. For any official work related subpoena requiring a member to testify in a court hearing (other than a grand jury appearance in Polk County), the member is permitted to arrive one-half (

½ ) hour early for preparation time and can indicate that time as the beginning of their court call-back time for purposes of calculating overtime.

(e) Witness fees, mileage allowances, and other compensation paid for appearances in court proceedings under this Article shall be turned over to the City in exchange for receiving payment for court time.

### 32.9 Extension of Work Shift.

All hours worked two (2) hours or less before the start or one (1) hour or less after the end of the shift are considered an extension of the work shift. Such hours are paid at one and one-half (1 ½) times the member's regular hourly rate of pay, after the member has worked in excess of eight (8) hours per work day (or in excess of 10 hours per work day if working 10s; or in excess of 12 hours per work day if working 12s) or forty (40) hours in the work week (if working 8s or 10s) in accordance with Sections 32.1, 32.2 and 32.3.

### 32.10 Compensation.

Consistent with the FLSA, overtime and call-back hours shall be compensated, at the member's choice, either through pay or compensatory time at the overtime rate of one and one-half (1 ½) times the member's regular hourly pay rate.

### 32.11 Accumulation of Comp Time.

Compensatory time can accumulate to a maximum of one hundred forty (140) hours. If a member's earned compensatory time exceeds 140 hours at the end of the pay period, the City will pay the member for any hours of compensatory time accrued in excess of 140 hours on a 1:1 ratio to maintain 140-hour maximum.

### 32.12 Cash-Out Option Requirements.

Between November 1<sup>st</sup> and March 31<sup>st</sup> of each fiscal year, a member may elect to cash out up to forty (40) hours of compensatory time so long as the member has at least forty (40) hours of compensatory time accumulated.

### 32.13 Unanticipated Overtime Requirements.

Unanticipated overtime requirements may be met by holding over members already working and/or requiring the early return of members scheduled for work. The department will offer such overtime to eligible members by seniority. In the event the City needs to fill overtime, beyond holding members over and/or calling in members early, overtime will be offered to members in order of seniority.

### 32.14 Scheduled Overtime; Posting; Drafting when Unfilled.

If overtime is scheduled in advance, the department will post the assignment, including any special requirements. Only those members meeting the requirements of the assignment are eligible to be assigned. Members meeting the requirements may sign up, and the most senior of such members will be assigned.



(a) For school district events, wherein the school district has requested police staff on an overtime basis, if the event requires two or more officers, one slot will normally be filled by a School Resource Officer (if that position is staffed) and the other by seniority.

(b) If a sufficient number of personnel do not accept such voluntary overtime, a supervisor may volunteer for the overtime. If the overtime still cannot be filled voluntarily, it may be filled by drafting qualified members in the inverse order of seniority; however, members assigned to work undercover shall not be required to work uniformed overtime, except at the direction of the chief of police or his designee.

### 32.15 Emergency Overtime.

If the City determines that overtime is required due to an emergency or similarly unforeseen situation, members may be called in or held over without regard to the requirements of Sections 32.13 and 32.14 above.

### 32.16 Pyramiding.

There shall be no pyramiding of overtime provisions.

## Article 33 – ASSIGNMENT / SHIFT BIDS

### 33.1 Hardship Changes.

Requests for changes in duty assignment based on demonstrated member hardship will be considered and will normally be granted if, in the City's sole judgment, operational efficiency and effectiveness will not be negatively affected.

### 33.2 Shift Bid.

The City will provide the Association a shift bid sheet the first week of October each year. The Association will return the bid on or before the last day of November. The shift bid period will be January 1<sup>st</sup> through December 31<sup>st</sup> the following year. Association members assigned to the patrol section during the shift bid period will start with the most senior association member and work through the association in order of unit seniority.

Members shall bid at least one day shift rotation and one night shift rotation during the bid period. Each member shall complete their bid within one (1) day and pass it along to the next member. After all members have bid, there will be a three-day waiting period for members to adjust the bid sheet among themselves, in order to avoid employer assignments as follows:

- a) If a member fails to bid, the employer may assign that member to a shift.
- b) If a member is unable to bid because of the lack of a complying shift, the employer may assign a member to a shift that complies with this section. In that event the least senior member(s) shall be bumped.

### 33.3 Service Interference.

It is recognized that the scheduling of shifts on the basis of member preference will not be allowed to interfere with the City's ability to provide the best and most cost-effective service to the public.

### 33.4 Operational Needs.

The City shall continue to have the right to change the scheduled work shift of members in order to meet operational needs and to respond to changes in staffing due to member terminations, member disabilities, budgetary exigencies and the like.

## Article 34 – SALARY

### 34.1 Salary.

See Salary Appendix. (The salary and healthcare appendices are part of the Collective Bargaining Agreement and may only be changed through bargaining.)

### 34.2 Cost of Living Equation.

Any cost of living adjustment (COLA) shall be defined as the average annual increase of the prior calendar year for the CPI-U Pacific index. For example, a COLA given under a contract signed in 2019 would base the COLA on the CPI-U Pacific Percent Change, Year Ending December 2018, as published by the U.S. Bureau of Labor Statistics (bls.gov) January 2019 Consumer Price Indexes Pacific Cities and U.S. City Average CPI-U Pacific, rounded to the nearest one-tenth.

## Article 35 – INCENTIVE PAY

### 35.1 Requirements.

For any member to qualify for incentive pay, he/she must first meet the following minimum requirements:

- (a) Satisfactory completion of entry probation.
  - (1) Lateral recruits are eligible to receive any incentive for which they otherwise qualify immediately upon successful completion of formal field training for the Dallas PD, regardless of whether the probationary period has been completed.
- (b) Satisfactory work performance in their position.

### 35.2 Incentive Pay.

Incentive pay elements for members are as follows:

#### (a) DPSST Certification

An Intermediate DPSST Certification 3% of base salary per month

—*and*—

An Advanced DPSST Certification 4.5% of base salary per month

#### (b) Physical Fitness (must be sworn)

Ability to complete the Oregon Physical Abilities Test (ORPAT) in under six minutes. 1% of base salary per month.

- (1) The ORPAT will be administered by a certified ORPAT instructor. The ORPAT will normally be offered in June and in December. If a member passes the ORPAT in the required time in June, they shall be eligible to receive the incentive beginning the following pay period (July 24th) and continuing through July 23rd of the following year. If a member passes in December, they shall be eligible for the incentive beginning the following pay period (January 24th) and continuing through the following July 23rd.
- (2) A member can test one time each day the ORPAT is offered until they pass. The member shall test during normal duty time if operational requirements allow for it. If the member is unable, for operational necessity, to test during normal duty time, the member shall receive compensatory time at a rate of one and one half time (1 ½) for test time and travel time to the approved test site from the Dallas Police Department. Minimum call back time will not apply.
- (3) No disciplinary action may be taken against a member for choosing not to attempt the ORPAT or failure to complete the ORPAT within the designated time frame.
- (4) While the ORPAT is not offered as a result of a declared state of emergency, any employee who has previously passed the ORPAT and is currently receiving the physical fitness incentive or any employee who is not receiving the incentive but who has passed the ORPAT in the twenty-four (24) months preceding the state of emergency and without a subsequent failed ORPAT shall receive the physical fitness incentive and continue to do so until such time as the ORPAT is again offered and available to members of the Association.

(c) Education (all members are eligible)

Relevant A.A./A.S. Degree from a Regionally Accredited School - 2% of base salary per month

—or—

Relevant B.A./B.S. Degree from a Regionally Accredited School - 4% of base salary per month

As used in this section, a “Relevant” degree is a degree in a criminal justice-related field or other field of study that has direct application in law enforcement (appropriateness of degree to be determined by the chief of police).

As used in this section, Regionally Accredited means a school that is accredited by:

- Middle States Commission on Higher Education
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- Northwest Commission on Colleges and Universities
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges

Any members who are employed by the City as of the signing date of this contract that have a degree not conforming to the description of “Relevant” and/or “Regionally Accredited”

will be grandfathered in for purposes of pay incentive. If those members seek additional educational incentive, the subsequent degree must be relevant to law enforcement and from a Regionally Accredited school in order to be qualified for this additional incentive.

(d) Bilingual in Spanish (all members are eligible)

Fluency in speaking, reading, writing 4% of base salary per month

(1) Spanish testing will be required for any current unit members, or future members, and requires a person be tested in both conversational and written Spanish language skills by a designee of the City of Dallas. This level of Spanish requires the ability to understand and transmit Spanish fluently both verbally and in written form. This will be a pass/fail test. If a member attempts this testing and fails, they shall only be permitted to take the test once per year. Members receiving the bilingual pay on or prior to June 30, 2008 are grandfathered from this requirement.

35.3 Investigator; School Resource Officer.

Members who have been assigned regular duty as an Investigator and those members assigned as a School Resource Officer shall receive an additional four and one half percent (4.5%) of their base salary per month. If the member's assignment is changed, the 4.5% incentive pay will be pro-rated for that month. If, due to operational needs of the City, a member ordinarily assigned as an Investigator or School Resource Officer is re-assigned to the Patrol Section for more than 30 consecutive days, the incentive pay will be discontinued until regular assignment back to the respective duty as Investigator or School Resource Officer.

35.4 Field Training Officer.

Members who are assigned to serve as the field training officer for a Police Officer will receive an additional 5% of their base salary per month pro-rated for hours worked in that capacity. As used in this section, "Police Officer" includes reserve police officers.

35.5 Personal Responsibility.

Members are expected to pursue these incentives on their own time and through their own means. By offering the incentives listed in this Article, the City of Dallas is not entering into an agreement to provide additional paid or unpaid time off from work to obtain the incentives or to reimburse members for the cost of classes, training or activities related to obtaining these incentives. Incentive amounts are calculated as a percent of the member's base salary.

35.6 Senior Officer.

Members may be awarded "Senior Officer" status. Senior Officers will receive an additional 2% of their base salary per month.

(a) Application and Qualifications. Members who meet the qualifications may submit a memorandum to the chief of police, requesting to be awarded Senior Officer status. If the request is approved by the chief of police, the Senior Officer status will become effective on the first day of the following month.

(b) The qualifications to be awarded Senior Officer status consist of a required level of certification, a minimum time in service, and the ability to reliably perform limited functions of a supervisor, as described below:

(1) Certification Level

- Intermediate DPSST Police Officer Certification

(2) Time in Service

- Eight years of continuous service as a sworn, regular, full-time police officer with the City of Dallas Police Department; or
- Eight years of previously approved law enforcement service as a sworn, regular, full-time police officer, with the most recent three years as a sworn, regular, full-time police officer with the City of Dallas Police Department.
  - For the purposes of this article, credit for the first five years of approved law enforcement service is defined as previous employment with an organization or agency recognized by the Department of Public Safety Standards and Training (DPSST) as law enforcement service; or
  - Credit for years of service at the rate of one year for every two years of continuous service as an Oregon certified corrections officer; or
  - Credit for years of service as an honorably discharged member of active US military service, at the rate of one year for every four years of service; or
  - Credit for years of service as an honorably discharged member of active US military service at the rate of one year for every one year of service where the member served as active duty military police.

(3) Ability to Reliably Perform Limited Functions of a Supervisor

Senior Officers will be expected to occasionally assist shift supervisors as directed or, when so assigned, to act entirely and completely in their absence with regard to the following:

- Monitoring and, when necessary, assigning calls for service.
- Monitoring vehicle pursuits and other activities that require close supervision.
- Being the point of contact for patrol.
- Fielding personnel complaints, handling them when able, and otherwise routing them appropriately.
- Approving and routing paper.
- Performing call-backs for shift coverage.
- Other, similar duties as assigned.

(c) Continued Qualification. Members awarded Senior Officer status are responsible for keeping themselves qualified. Unsatisfactory performance or other lack of qualification may cause the member to lose the Senior Officer status and the corresponding 2% incentive pay.

35.7 Reserve Coordinator.

A Reserve Coordinator is an administrative supervisor of reserve officers. The duties of Reserve Coordinator qualify as limited duties of a shift supervisor as required of Senior Officers in § 35.6. Reserve Coordinators who are not Senior Officers will receive an additional 2% of base salary per month.

35.8 Survival Skills Instructor.

A survival skills instructor will receive 2 hours of compensatory time per month while they are actively participating in the department training program and approved by the training coordinator and the sergeant supervising the discipline.

35.9 Comparison of Incentives.

Incentives will be compared incentive-to-incentive and may be adjusted up or down. Where no comparable incentive exists commonly among all comparable jurisdictions, that incentive may offset another, deficient incentive.

35.10 Incentive Maximums.

Members may earn incentives up to an aggregate total of 22% of base salary per month.

35.11 Non-Incentivized Positions.

The City and Association agree that no incentive will be paid to drone pilots and to members assigned to the career development rotating detective position.

**Article 36 – INSURANCE BENEFITS**

36.1 Health Insurance Coverage; Rates.

See Health Insurance Appendix. (The salary and healthcare appendices are part of the Collective Bargaining Agreement and may only be changed through bargaining.)

36.2 Effective Dates.

Coverage for members and their eligible dependents begins the first day of the month following date of hire.

36.3 Life and AD&D Insurance.

The City will provide group life insurance and accidental death and dismemberment insurance equivalent to one-and-a-half times annual base salary to bargaining unit members beginning the first day of the month following the date of hire.

#### 36.4 Flexible Spending Account.

The City shall participate in the IRS Section 125 Flexible Spending Account for medical costs, member medical insurance premiums, and dependent daycare costs.

#### 36.5 Long Term Disability.

The City will provide long-term disability insurance for members of the collective bargaining unit. The plan provided will include a 90-day elimination period and will pay at least 66 2/3% of the member's base monthly salary. If the City is not able to purchase such a plan, the City will meet with the Association to discuss options for providing long-term disability insurance.

#### 36.6 Eligibility.

Members must be on paid status the first day of the month to be eligible for continued benefits, except as required to comply with the federal Family Medical Leave Act and the Oregon Family Medical Leave Act.

### **Article 37 – TUITION REIMBURSEMENT**

Bargaining unit members are eligible to apply for tuition reimbursement under the same policy, conditions, and terms as are available to other City members.

### **Article 38 – INDUSTRIAL ACCIDENT AND ILLNESS**

#### 38.1 Worker's Compensation.

Members who sustain a compensable on the job injury or illness and who are unable to perform their normal duties will receive compensation in accordance with the industrial accident laws of the State of Oregon.

#### 38.2 Additional Benefits.

A bargaining unit member who sustains a compensable on the job injury and who is unable to perform his/her normal duties will receive the following additional benefits, in addition to payments received from the City's workers' compensation insurer:

- (a) If a member was scheduled to work during the first three (3) consecutive calendar days following a compensable on the job injury, the City will pay the member the difference between the amount of workers' compensation benefits received and the member's base salary by deducting that amount from the member's accrued sick leave, accrued compensatory time, vacation leave, and time in lieu of holiday accruals, in that order.
- (b) During the immediately following consecutive eighty-seven (87) calendar days that the bargaining unit member is absent from work, the City will pay the member the difference between the amount of workers' compensation benefits received and the member's base salary.
- (c) During the immediately following consecutive days that the bargaining unit member is absent from work, the member may supplement the difference between the

- amount of workers' compensation benefits received and the member's base salary by using accrued sick leave in accordance with 38.2(d).
- (d) When a member's workers' benefits are being supplemented by the member's accrued paid leave, the City will charge the amount of the supplement first to the member's accrued sick leave. When the member's accrued sick leave is depleted, the member's accrued compensatory time, vacation leave, and time in lieu of holiday accruals, in that order, will be used. When those balances are depleted, the member shall receive only monies from the workers' compensation insurance carrier.
  - (e) After the expiration of the 90 days from the date of the compensable injury, the member may elect to receive only worker compensation benefits in lieu of using paid leave to supplement their benefits. Regardless of the member's election, the City shall continue its premium payments for medical, dental, and vision insurance and for life and AD&D insurance for the member and his or her eligible dependents until the member returns to work or is determined to be permanently disabled.

### **Article 39 – WORKING OUT OF CLASSIFICATION**

A member appointed by the chief of police to work out of class on a temporary basis shall receive a 5% pay increase or the minimum starting pay of the position in the higher classification, whichever is higher, for the period of time the member is working out of class. This incentive will take affect when the member has been scheduled to be working out of class for more than seven calendar days.

### **Article 40 – RETIREMENT**

#### **40.1 PERS.**

The City shall participate in the Oregon Public Employees Retirement System (PERS) for members of the bargaining unit.

#### **40.2 City Pick-up.**

The City shall pay (pick up) the member's contribution in the member's name, in addition to the employer's contribution. Under applicable retirement law and administrative rule, this money continues to be the member's money to which he is entitled upon retirement or withdrawal from contribution to PERS.

#### **40.3 Contract Back of Members.**

The City may enter into a contract for employment with a retired member in accordance with the Contract Employee Appendix (The Contract Employee Appendix is part of the Collective Bargaining Agreement and may only be changed through bargaining). This article does not encumber the City's right to contract for non-member positions e.g., Sergeant.

### **Article 41– PERFORMANCE EVALUATIONS**

#### **41.1 Step Increase.**

A member who is eligible for a step increase shall receive a step increase on the anniversary of his or her hire date.



#### 41.2 Probationary Members.

Probationary sworn members will receive a formal evaluation at a minimum after completing the academy, after twelve (12) months and after eighteen (18) months of continuous service. Probationary non-sworn members will receive a formal evaluation after six (6) months of continuous service.

#### 41.4 Appeal.

Bargaining unit members may appeal performance reviews up to the city manager as provided in the City of Dallas Employee Handbook.

### Article 42 – TRAINING

The City will offer training to bargaining unit members to maintain their current level of certification, usually in the context of quarterly department training days. Other training may be required or requested as described below.

#### 42.1 Quarterly Department Training Days.

Quarterly department training days are those regularly scheduled and planned training days, which occur four times per calendar year. These quarterly training sessions are broken into two separate sessions per quarter to enable most department members to attend while still providing patrol coverage for the City. (Approximately half of members are trained per session.)

42.1.1 Adjusting Member's Work Schedules. In order to facilitate quarterly training for one or more members of the Dallas Police Department, the City may continue to adjust members' work schedule(s) as necessary to facilitate the training days and meet minimum staffing requirements of Article 9.8. "Necessary" is intended to include circumstances based on operational needs of the City, including scheduling and staffing requirements.

Whenever possible, without incurring overtime, if a schedule change causes a member to work a regular shift or attend training on what would ordinarily be a regularly scheduled day off, the change will occur on the first or last day of the group of days off. This is to avoid occurrences of requiring a work day between other days off.

Both the City and the Association acknowledge that due to the nature of police work, training needs, and coverage requirements, there will be occasions where scheduling a work or training day between regular days off may be necessary in order to facilitate the training need(s). Every practical effort will be made to avoid splitting regularly scheduled days off.

Whenever possible, without incurring overtime, in situations where a regularly scheduled day off needs to be changed in order to facilitate quarterly training, members will have the option of requesting their day off be changed to a different, specific day which better suits their personal needs. This may include connecting

with different set of days off during an earlier or later set of scheduled days off, within 30 days prior to or after the day worked due to training.

42.1.2 Other Limitations. The City agrees when scheduling the quarterly training days to consider the feasibility of conducting quarterly training days in close proximity to the regular rotation of shifts. The intent is to have planned schedule adjustments occur near the same time period.

Personal or work schedules of outside trainers will not be the primary consideration when making a determination whether a schedule adjustment is necessary. This does not preclude the City from making schedule adjustment(s) when the option of using alternate trainers is not available.

Quarterly training days will be scheduled prior to the start of the vacation bid. See also 15.6, *Vacation Scheduling*.

#### 42.2 Member-Requested, Optional Training.

When one or more members request to attend optional, department-approved training, all schedule changes of any members which are required to facilitate the training require mutual consent of all members whose schedule would be changed to facilitate the training. This consent shall be documented in writing by all members impacted, prior to approval of the training.

#### 42.3 Required Training.

42.3.1 Schedule Changes and Compensation. With the exception of quarterly department training days, if the City requires one or more members to attend training or a mandatory department meeting, any members who are required to work on what would ordinarily be a regularly scheduled day off and that has not been adjusted in keeping with Article 9.7, shall be paid overtime at the rate of one and one-half (1 ½) times the member's regular hourly rate unless the member has fallen out of compliance with state standards or has repeatedly demonstrated a lack of proficiency in a necessary skill.

Schedule changes in work hours, which are required to facilitate mandatory or assigned training but which do not require a member to work or attend training on what would ordinarily be a regularly scheduled day off, will be handled as outlined in the existing language of Article 9.7 of the Collective Bargaining Agreement.

42.3.2 Lack of State Compliance or Skills Proficiency. When a member has fallen out of compliance with state standards or has repeatedly demonstrated a lack of proficiency in a necessary skill, the City may require the member to attend training on a regular day off without paying that member overtime, as long as the member had a reasonable opportunity to have the training or maintain the skill level through training or assignment otherwise offered by the City. Where the skill is measured by a department policy, the member shall be considered proficient if they meet the standard established in policy. The member shall be compensated at the overtime rate if attending the required training causes the member to work (inclusive of

comp, vacation, and sick leave) more than their regularly scheduled total hours for the week.

42.3.3 Vacation Conflict. Members will not be assigned required training on what would ordinarily be a regularly scheduled day off, if the days off are directly connected to vacation days, except by mutual agreement of the City and the member in question.

42.3.4 30-Day Notice. Whenever possible, the City will attempt to schedule training at least 30 days in advance.

#### 42.4 No Compensation for Hours Not Worked.

When work schedules are adjusted specifically to meet any of the requirements of this article, members will not be compensated for hours not actually worked or hours not actually attending training or that were not travel time.

Members who attend training which results in their total time commitment (including authorized travel time) being less than their normally scheduled work week will have the option of using Vacation or Compensatory time off or working to make up the difference.

#### 42.5 Reserve Academy Instruction.

If a member is involved in the reserve academy training or administration, except where otherwise approved for overtime, any hours outside of their regular work shift(s) shall receive compensatory time at the rate of overtime (1 ½ time). Minimum call back language shall not apply. This exchange will be for 1:1 ½ hours for every hour involved in the instruction or administration of the reserve academy.

#### 42.6 Travel Time.

See Article 21.3.

#### 42.7 City Right to Adjust Schedules Reserved.

Notwithstanding the language in this article, the City reserves the right to adjust work schedules in accordance with the language outlined in Article 9.7.

### Article 43 – SAVINGS CLAUSE

#### 43.1 Severable.

The provisions of this contract are declared to be severable. Should any article, section, subsection, sentence, clause, or phrase of this Agreement be declared illegal or invalid by a court or agency of competent jurisdiction, the validity of the remaining articles, sections, subsections, sentences, clauses, and phrases of this Agreement shall remain in effect.

#### 43.2 Replacement Articles.

In the event any article, section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or illegal, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within forty-five (45) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

### Article 44 – TERMS OF AGREEMENT

#### 44.1 Effective Dates; Duration.

Except where specified otherwise in this Agreement, this Agreement shall be effective as of July 1, 2021 and shall be binding upon the City, the Association, and its members and shall remain in full force and effect through June 30, 2024 and thereafter shall remain in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate or modify the Agreement at least ninety (90) calendar days prior to June 30, 2024, or if no such notice is given at such time, ninety (90) days prior to June 30 of any subsequent year. This agreement shall remain in effect through any negotiations for a successor agreement.

#### 44.2 Termination; Modification.

If either party serves such written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the Agreement except by mutual consent.

#### 44.3 Demands; Proposals.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject to matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless a change in the status quo of a mandatory subject gives rise to the obligation to bargain under State law. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

44.4 Programs; Changes.

Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of the Agreement.

## HEALTH INSURANCE APPENDIX

The Association members who have a forty (40)-hour full-time equivalent will receive Copay Plan G with the accompanying alternative care option with employees paying 5% of the premium cost. Other regular employees working less than a forty (40)-hour workweek will pay 10% of the employer's share of the health insurance premium. Dental and vision insurance will continue to be provided at or above current levels of coverage. The City will continue to fund a VEBA contribution of \$125 per month for each employee.

## SALARY APPENDIX

1. Association members will receive a 2.5% market adjustment effective June 24, 2021.

### Salary Steps as of June 24, 2021

#### Police Officer

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
5,133.07	5,389.72	5,659.21	5,942.17	6,239.28	6,551.24

#### Community Services Officer (Records/Evidence)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3,711.40	3,896.97	4,091.82	4,296.41	4,511.23	4,736.80

#### Community Liaison

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3,103.19	3,258.35	3,421.26	3,592.33	3,771.94	3,960.54

### Salary adjustment as of June 24, 2022

Association members will receive a cost of living adjustment as calculated in article 34.2 with a minimum of 1.5% and a maximum of 4%.

### Salary adjustment as of June 24, 2023

Association members will receive a cost of living adjustment as calculated in article 34.2 with a minimum of 1.5% and a maximum of 4%.

## CONTRACT EMPLOYEE APPENDIX

The City may employ PERS retired Police Officers (Contract Employees) as full time or part time Police Officers under the following conditions:

1. The Contract Employee must have been a member of the DPEA for a minimum period of ten (10) years immediately preceding their retirement;
2. The Contract Employee must enter the rehiring contract with the City no later than 30 days after the Contract Employee's date of retirement;
3. The Contract Employee will continue to be an Association member per Article 1.2 of the Dallas Police Employees' Association (DPEA) Collective Bargaining Agreement (CBA) and afforded all of the rights, protections and benefits due them as Association members except as amended by the Contract Employee's contract with the City and subject to the following:

(a) Article 10, Discipline and Discharge. The Contract Employee shall be afforded the rights and protections of the CBA for discipline, except that the Contract Employee's employment will be at will, and either the City or the Contract Employee may terminate the Contract Employee's employment at any time.

(b) The following articles are superseded by the Contract Employee's contract with the City and will not apply to the Contract Employee:

Article 13, Sick Leave;  
Article 14, Time Off in Lieu of Holidays;  
Article 15, Vacation;  
Article 16, Military Leave;  
Article 20, Family and Medical Leave;  
Article 34, Salary;  
Article 35, Incentive Pay;  
Article 36, Insurance Benefits; and  
Article 40, PERS.

(c) The Contract Employee will have no layoff or recall rights under Article 8 of the CBA. In the event layoffs are necessary, the Contract Employee will be the first person laid off and will not be subject to recall.

(d) The Contract Employee will be last in seniority in regards to signing up for voluntary overtime postings under Article 32.8 of the CBA.


(e) To the extent any provisions of this appendix and the Contract Employee's contract for employment conflict with Article 43, Savings Clause, and Article 44, Terms and Agreements, the terms of this appendix and the Contract Employee's contract of employment will prevail.



**DALLAS POLICE EMPLOYEES ASSOCIATION**  
**COLLECTIVE BARGAINING AGREEMENT (2021-2024)**

Executed this 29<sup>th</sup> day of April, 2021.


*FOR THE ASSOCIATION:*

  
\_\_\_\_\_  
Aaron Mollahan, President

  
\_\_\_\_\_  
Darren Buchholz, Vice-President

*FOR THE CITY:*

  
\_\_\_\_\_  
Brian Latta, City Manager

  
\_\_\_\_\_  
Thomas N. Simpson, Chief of Police

**Bargaining Team Membership**

Association

Aaron Mollahan, President  
Darren Buchholz, Vice President  
Jordan Houser, Secretary

City

Emily Gagner, Assistant City Manager  
Jerry Mott, Deputy Police Chief