

Labor Agreement
Between
BAKER CITY
And
BAKER CITY POLICE ASSOCIATION

July 1, 2023 – June 30, 2026

Table of Contents

ARTICLE 1: RECOGNITION.....	3
ARTICLE 2: NO DISCRIMINATION.....	3
ARTICLE 3: EXISTING CONDITIONS.....	3
ARTICLE 4: MANAGEMENT RIGHTS.....	3
ARTICLE 5: RULES, ORDERS AND PROCEDURES.....	4
ARTICLE 6: PRE-DISCIPLINE/DISCIPLINE.....	4
ARTICLE 7: BULLETIN BOARDS.....	7
ARTICLE 8: ASSOCIATION SECURITY.....	8
ARTICLE 9: RESIGNATIONS AND VACANCIES.....	8
ARTICLE 10: OFF-DUTY EMPLOYMENT.....	9
ARTICLE 11: GRIEVANCE PROCEDURE.....	9
ARTICLE 12: PERSONNEL FILE.....	11
ARTICLE 13: SENIORITY.....	12
ARTICLE 14: HOURS OF WORK.....	13
ARTICLE 15: WAGES AND SALARIES.....	14
ARTICLE 16: OVERTIME.....	17
ARTICLE 17: SICK LEAVE.....	18
ARTICLE 18: LEAVE OF ABSENCE.....	19
ARTICLE 19: PAID LEAVES OF ABSENCE.....	19
ARTICLE 20: MILITARY LEAVE.....	20
ARTICLE 21: VACATION.....	20
ARTICLE 22: HOLIDAYS.....	21
ARTICLE 23: RETIREMENT.....	21
ARTICLE 24: HEALTH INSURANCE PROGRAM.....	21
ARTICLE 25: LIABILITY INDEMNIFICATION.....	22
ARTICLE 26: LIFE INSURANCE.....	22
ARTICLE 27: TRAVEL COSTS.....	22
ARTICLE 28: WORKING CONDITIONS.....	23
ARTICLE 29: UNIFORMS/AMMUNITION.....	23
ARTICLE 30: GENERAL.....	24
ARTICLE 31: SAVING CLAUSE.....	24
ARTICLE 32: RESIDENCY.....	24
ARTICLE 33: TERM OF AGREEMENT.....	24

ARTICLE 1: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the following positions in the Baker City Police Department: Sergeant, Patrol Officer, Code Enforcement Officer and Evidence Technician. However, the Association shall not be the bargaining agent for employees of the City performing duties of parking control, animal control, or code enforcement, provided the cumulative hours of such employees do not exceed twenty (20) hours per week. The Association is the bargaining agent for all members of the bargaining unit for the purpose of establishing salaries, wages, hours and other conditions of employment.

ARTICLE 2: NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, political affiliation, other legally protected status, and disability which can be accommodated reasonably. The Association and the City shall share equally in the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

Section 2. The City and the Association agree there shall be no discrimination, interference, restraint, or coercion by the Association or the City against any employee because of Association membership or because of any member's activity in any capacity on behalf of the Association.

ARTICLE 3: EXISTING CONDITIONS

Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Association and the City with respect to this section shall be subject to the grievance procedure.

Nothing in this section shall be construed to mean the City does not have the right to determine the actual number of people employed in the Police Department, or working mainly under the supervision of the Police Department.

ARTICLE 4: MANAGEMENT RIGHTS

Section 1. It is agreed that the City shall retain the right to exercise the customary functions of management including, but not limited to directing the activities of the department, determining the levels of the service and methods of operation, the right to hire, lay off in accordance with article 13, transfer, and promote, to discipline or discharge for cause in accordance with article 6; to determine work schedules and assign work in accordance with article 14 and other such rights not specifically referred to in this agreement or as provided by ORS 243.650(7).

Section 2. it is agreed that the City, in terms of hiring lateral police officers, shall retain the right to hire such lateral police officers to a pay step commensurate to their experience. A lateral police officer for

purposes of this contract is defined as a police officer certified by DPSST or another equivalent POST agency in another state.

ARTICLE 5: RULES, ORDERS AND PROCEDURES

Section 1. The city agrees to notify all employees where to access electronic copies of the Baker City's Personnel Rules, Policies and Procedure manual and the Baker City Police Department manual, which will include all directives, orders, policies and procedures concerning work in the Police Department. The City will post electronically any updates.

ARTICLE 6: PRE-DISCIPLINE/DISCIPLINE

Section 1. Disciplinary Measures. Disciplinary action shall be for just cause subject to applicable law for sworn and non-sworn employees. Discipline includes the following steps and shall normally be progressive as outlined below, but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Written reprimand;
- B. Reduction in pay;
- C. Suspension with or without pay
- D. Demotion
- E. Termination of Employment.

The City shall not impose discipline of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Counseling: Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. These forms of counseling may serve as evidence for future disciplines. Counseling documents will be clearly labeled and may be maintained in supervisory or evaluation files to be reviewed and purged, if appropriate, yearly. An employee may provide a written rebuttal to a counseling which will be attached to the counseling. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

Section 2. Due process. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

Note: when the term or reference to "Association Representative" is used in this Article, it refers to a member of the Executive Board and/or Association Counsel.

Section 3. Imposition of Disciplinary Actions: Imposition of disciplinary action will be given to the employee and Association. It will be in writing and will include a summary of the facts, the policy violations or misconduct, and an explanation of the disciplinary action imposed. Disciplinary Action will

be imposed in a private manner and the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

Section 4. Association Representation in Interview and Discipline Process. The City acknowledges the right of the employee to have, upon request, a representative of the Association present at meetings with the employee, which could lead to discipline greater than a verbal reprimand.

Section 5. General Procedures.

A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act, which if proven, could reasonably result in disciplinary action will be afforded the following safeguards:

- 1) The employee and the Association will be informed in writing that a formal investigation to commencing, at least (48) forty-eight hours prior to any disciplinary interview unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation. The Association or employee may request an additional 24 hours prior to the interview if necessary. This written notice will include: essential facts sufficient to articulate the nature of the investigation and the specific allegations, and will include the policies, procedures and/or laws which form the basis for the investigation at that time. The employee will be informed of the right to have an Association representative present for the investigatory interview afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.
- 2) The employee shall be allowed the right to have an Association representative present during an investigatory interview. The opportunity to have the Association representative present at this interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.
- 3) All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- 4) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chiefs designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the

employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee. In cases involving paid administrative leave, the City is not precluded from changing an employee's work schedule to weekdays with 10-day notice.

- 5) The employee will be directed to answer any questions specifically involving the matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
 - 6) The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
 - 7) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
 - 8) The City and/or Association shall audio record the interview and a copy of the complete recording of the interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be provided, or if transcribed provided by the City, and the employee and the Association shall be provided a copy thereof.
 - 9) Interviews and investigations shall be concluded without unreasonable delay.
 - 10) The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within thirty (30) days from the initial interview of the employee by the City of the basis of discipline. If not, the employee will be exonerated of all charges. Upon notice in writing, timelines may be extended for reasonable discovery purposes. Except for, any standard of conduct addressed by the Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline rules found in OAS Chapter 265 Division 10 shall not be subject to the provisions of this section, the City and Association agree to follow timelines and procedures provided by state law.
 - 11) When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances when required in compliance with applicable law, or where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.
- B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. The City shall

pay for a debriefing with a psychologist in cases of officers involved in use of deadly force. This provision does not preclude the ability of a supervisory officer responding to the scene of the incident from obtaining a brief statement from the officer to secure the scene and ensure the safety of public at the moment.

- C. Section 5, relating to General Procedures, shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall. The City will only rely upon the involved officer's formal interview statements for all administrative purposes. Should an officer reasonably believe that discipline may result from the informal inquiry, the officer may seek Association representation.
- D. Pre-disciplinary hearing/Loudermill. Prior to any discipline being imposed, the employee, or representative, shall be given the opportunity to meet with the person imposing discipline and provide additional evidence or mitigating circumstances related to the action leading to potential discipline. The employer will provide sufficient discovery regarding the findings of the investigation, witness statements and evidence relied upon to this point within a reasonable period prior to the pre-disciplinary hearing. The employer agrees not to decide on the discipline imposed until after such meeting.
- E. Imposing Discipline: When an investigation results in discipline: Any employee being disciplined will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline imposed.

The employee and Association President or designee, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon at no cost.

- F. Lie Detector Tests: No employee will be compelled to provide polygraph or voice stress tests.
- G. Personnel File: Disciplinary actions may be placed in a personnel file. After three (3) years and absent continued similar misconduct, an employee may request removal of a written reprimand from the personnel file. Prior to placing any document considered "negative" in any employee's personnel file, the employee will be given written notice of the document and may provide a rebuttal for the file. Documents removed from a personnel file will be maintained consistent to applicable law.
- H. Oregon law that directly contradicts language in this article shall take precedence over this article.

ARTICLE 7: BULLETIN BOARDS

The city agrees to furnish and maintain a suitable bulletin board in a convenient place in the work area to be used by the employees. The Association may post Association related business notices and bulletins to such bulletin board.

ARTICLE 8: ASSOCIATION SECURITY

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

Section 2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to the union affiliation or political affiliation. The Union shall share equally with the city the responsibility for applying the provisions of this agreement.

Section 3. the City, when so authorized and directed in writing by an employee on an authorization form approved by the City, will deduct Association dues from the wages of such employee.

Section 4. Any changes of authorization for payroll deductions may be made by an employee upon written notice to the City and the Association prior to the 15th day of such month, to be effective on the first day of the following month.

Section 5. The City will not be held liable for deduction errors, but will make proper adjustments with the association for errors as soon as is practicable.

Section 6. Notice shall be given by the representatives of the Association to the City in writing at least thirty (30) days prior to any change induced. Modification of dues shall be limited to two times within the terms of the contract.

Section 7. The City shall allow reasonable time on duty with pay to no more than two (2) employees representing the Association involved in negotiations, mediation, fact-finding, statutory union activities or arbitration, so long as overtime payments are not required. Association activities will be conducted in such a way so as not to reasonable interfere with work responsibilities of the department or other employees. Conflicts or disputes to the reasonable use of time on duty will first be brought forth in labor management meetings, and if not resolves, will solely defer to the grievance process. This section shall not apply to grievant.

Section 8. The City, when so authorized and directed in writing by an employee on an authorization form approved by the City, will permit payroll deductions from the wages of such employees. Provided, however, that the deduction is a constant dollar amount each month period changes in this constant dollar amount may be made once annually. The City shall make payment directly to the Association or any financial institution designated in writing by the treasurer of the Association.

ARTICLE 9: RESIGNATIONS AND VACANCIES

Section 1. Employees intending to resign their employment shall give a two (2) week written notification to the Chief of Police, unless prevented by extenuating circumstances. The City shall provide a two (2) week written notification to employees affected by layoffs or department reorganization, unless prevented by extenuating circumstances. Resignations are effective when presented, and may only be withdrawn with the consent of the City.

Section 2. Notices of all departmental vacancies shall be posted in the Police Department.

ARTICLE 10: OFF-DUTY EMPLOYMENT

Section 1. Employees wishing to engage in off-duty employment must obtain and maintain written approval from the Chief of Police.

Section 2. Off-duty employment must meet the following conditions: (a) be compatible with the employee's City duties; (b) in no way detract from efficiency of the employee's responsibility to the City; (c) not take preference over extra duty required by City employment, and be in compliance with related policy.

ARTICLE 11: GRIEVANCE PROCEDURE

Section 1. Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee and the Association shall make a good faith attempt to resolve the dispute informally with their immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the Association may present the grievance, in writing, to the "Management Team," within ten (10) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- A. A statement of the grievance and the factual allegations upon which it is based;
- B. The section(s) of this Agreement alleged to have been violated;
- C. The remedy sought;
- D. The name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within ten (10) days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance remains unresolved, within ten (10) days of receipt of the written Step 2 decision of the Management Team, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why the Association is proceeding with the grievance in light of the Management Team's Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) days of receipt of the Step 3 grievance.

Step 3.5. Mediation. In the event no agreement is reached in Step 3 and within fifteen (15) days of the City Manager response in Step 3, the matter will proceed under this mediation step. The parties either agree to a mutually acceptable mediator, or if no agreement is reached, the City will seek a mediator from the ERB. Costs for the mediator shall be shared. Mediation will have a cap of sixty (60) days from either mutual appointment of the mediator by the parties or appointment by the ERB. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the sixty (60) days, either party may move to Step 4, Binding Arbitration. Request for arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the sixty (60) days, but such must occur before the expiration of the initial sixty (60) days. This grievance step is not required for termination cases.

Step 4. If the grievance is not resolved at Step 3.5 above, and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City's labor counsel or designee within ten (10) days following the date the City's Manager's response is due or received, whichever is earlier.

The parties may mutually agree upon an arbitrator or in the alternative, within 10 days or providing written notice of intent to arbitrate to the City, the Association shall submit a written request to the Oregon Employment Relations Board. For grievances not involving discipline of a sworn officer, the Association will request a list of seven (7) arbitrators. A copy of the Association's request shall be provided to the City's labor counsel. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains. The remaining name shall be the arbitrator. For grievances involving discipline of a sworn officer, the Association will request and select an arbitrator from the Employment Relations Board consistent with ORS 243.808 and ERB rule.

The arbitrator shall have no power to modify, ass to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. This arbitrator's decision shall be in writing and shall be final and binding on the affected employee(s), the Association and the City. For grievances involving discipline imposed on a sworn officer as defined in Article 9, the arbitrator is bound to the just cause standards defined in Article 6 and as set forth in ORS 243.808 through 243.812 and applicable law.

Either party may request the arbitrator to issue subpoenas. If subpoenaed to an arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator.

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

Section 2. Time limits. All parties subject to these procedures shall be bound by the time limits contained herein. If the grievant or the Association fails to respond in a timely fashion, the grievance shall be deemed waived.

Each reference to “days” in this Article means “calendar days.”

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matter submitted to arbitration, the arbiter will be limited to hear the timeliness argument first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

ARTICLE 12: PERSONNEL FILE

Section 1. Employee Review. Each current employee shall have the right, upon request, to review and obtain, at the expense of the employee, a copy of the employee's personnel file and all files, except ongoing investigation files, related to the employee. The City may waive copying charges at the City's discretion. The Association shall be furnished a copy of the files or any portion thereof at no expense to the Association, when and to the extent that the file information is relevant to issues of contract or grievance administration. Medical records will be disclosed by the City only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee.

- A. The City maintains the official personnel file in Human Resources. To review this file, an employee must contact the Human Resources Department and schedule a time to inspect the file.
- B. The Police Department maintains a supervisory file, which is kept by the supervisor. This file contains miscellaneous information such as change of status forms, DPSST forms, commendations and thank you letters, performance reviews and supervisory information. The supervisory file is not the personnel file; however, employees will have access to this file to the same extent as the personnel file by contacting the Police Chief and making an appointment.
- C. There should be nothing of which the employee is not aware in either file.
- D. If an employee requests to have information removed from the personnel and supervisory files, the employee shall make the request to the Police Chief. The request will be reviewed and the employee notified of the decision. The City will maintain records in these files which are relevant and timely, and in accordance with Article 12.3 related to Records Retention.

Section 2. Employee Responses. Each employee may respond in writing to any item placed in that employee's personnel file and that response shall become a part of that file.

Section 3. Records Retention. Any record removed from the personnel file may be maintained in a separate system of records.

Section 4. Employee Right to Read and Duty to Sign. Each employee shall be given the opportunity to read and shall be given the opportunity to sign any written material pertaining to evaluation,

performance, or disciplinary actions prior to such information being placed in the official personnel file of that employee. Signing does not necessarily indicate agreement. If an employee refuses to sign, the City shall document the refusal with the signature of the presenter and the signature of a witness attesting to the refusal.

ARTICLE 13: SENIORITY

Section 1. Definitions of seniority. Department seniority is determined by the continuous, uninterrupted length of an employee's service with the Police Department. Classification seniority is determined by the continuous, uninterrupted length of an employee's service within the classification.

Section 2. The City shall provide the Association with copies of the seniority list on July 1 of each year, and shall post the list in a conspicuous place available to all employees. Any objections to the seniority list as posted shall be reported to the City via the grievance procedure within thirty (30) days.

Section 3. In the event two (2) or more employees hold equal time in any classification, the employee who submitted their application to the City first shall have greater seniority.

Section 4. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in their classification. The City shall decide in which classification it wishes to lay off employees.

Section 5. Any employee to be laid off who advanced to the present classification from a lower classification shall be permitted to bump a less senior employee in the lower position in such lower classification if the position exists and if the employee remains qualified to hold such position. For purposes of this Section, the order of classifications is established as:

- A. Sergeant
- B. Patrol Officer
- C. Code Enforcement/Evidence Technician

Section 6. Employees shall be recalled from lay-off in their classification according to their seniority in that classification.

Section 7. No new employees shall be hired in one of the classifications until all employees in that classification on the layoff list desiring to return to work have been recalled. Employees must provide the City with their current address and the City shall use such last known/noticed address for purposes of recall. Employees shall remain on the layoff list for 12 months from the date of layoff. Notice of recall will be by certified mail. Employees who are laid off are responsible to keep the City informed of current contact information. Employee acceptance of the recall offer must be conveyed by written or electronic response. Any employee recalled to work from the layoff list shall retain all sick leave accrued prior to the date of layoff and shall be recalled to the position and pay scale they were laid off at. Employees who fail to respond to a recall offer within 10 business days are considered to have forfeited recall rights.

Section 8. Rehiring Retired Employees. It is agreed that the City retains the right to rehire retired employees subject to this CBA. When rehiring retired employees, the employee shall retain their seniority and economic benefits they accrued at the time of retirement so long as their break in service does not exceed thirty (30) days. The employee reserves the right to either cash out the accrued vacation

or comp time earned at the time of their retirement, use the accrued leave, or hold it in their respected accrual banks upon their return. The employee will continue to be represented by the association so long as the employee remains in good standing, and the employee may terminate their employment with proper notice.

Section 9. Probationary Period. New employees, or existing employees who move from a non-sworn position into a sworn position, shall serve an eighteen (18) month probationary period. Laterally hired employees who possess Oregon DPSST certification in their discipline, or another equivalent POST agency in another state, shall serve a twelve (12) month probationary period. During this probationary period, employees may be laid off or terminated at the sole discretion of the City and without recourse to the grievance procedure provided in this Agreement. After completion of the probationary period, all seniority rights will be assigned based on the employee's date of hire. All other existing employees appointed to a new position shall be on probation for six (6) months. If the employee fails to make probation for a position with the bargaining unit, the employee shall be returned to their former position with its appropriate pay scale.

Section 10. Failure to make probation in new classification. If an employee who moves from, or is promoted_out of a classification covered under this Agreement fails to make probation for their new position within the bargaining unit, the employee shall be returned to their former position with its appropriate pay scale unless the employee is discharged for cause. An employee who fails to successfully complete the probationary period in the new classification shall not be discharged by the City without just cause.

ARTICLE 14: HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive except for interruptions for meal periods and rest breaks. Reference to consecutive hours of work in this Article shall be construed to include meal periods and rest breaks.

Section 2. The work week shall consist of either five (5) consecutive eight-hour (8) consecutive hour days, four (4) consecutive ten (10) consecutive hour days, or twelve (12) hour shifts if a 14 shift/28-day work schedule is adopted by mutual agreement of the parties. The work week will begin on Wednesday at 12:01 a.m. All employees shall be scheduled to work a regular work week with regular days off. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

For each eight (8) consecutive-hour work shift, employees shall be allowed a one half (1/2) hour_meal period. During each eight (8) consecutive-hour work shift, employees will receive two (2) fifteen (15)-minute rest breaks. For each additional two (2) hours worked after a regularly scheduled work shift, employees will be entitled to one (1) fifteen (15)-minute rest break. In addition, for each additional four (4) hours worked after a regularly scheduled work shift, employees will be entitled to a one-half (1/2) hour meal period.

For each ten (10) or twelve (12)-hour shift, employees shall be allowed a forty-five (45)- minute meal period. During each ten (10) or twelve (12)-hour work shift, employees will receive two (2) fifteen (15)-minute rest breaks. Employees will be allowed to extend their rest breaks if circumstances prevent normal break usage; however, total break time shall not exceed thirty (30) minutes per shift. For each additional

two (2) hours worked after a regularly scheduled work shift, employees will be entitled to one (1) fifteen (15)-minute break.

Section 3. Work schedules showing the employee's regularly scheduled work shifts, workdays, days off and starting and quitting hours shall be posted on all department bulletin boards at all times. Except for emergency situations, or scheduling for police schools, work schedules shall not be changed without ten (10) calendar days advance written notice to employees.

Section 4. The Association and the City recognize that rotating personnel among the duty shifts is beneficial to both parties in that it both raises the morale of the employees and makes for increased efficiency. Therefore, the Association and the City agree that nothing in this contract shall be construed as to cause the payment of overtime or compensatory time off because of scheduling irregularities normally incident to shift changes. Such irregularities include, but are not limited to, working more than four (4) consecutive days because of a change in days off and doubling back after less than twenty (20) hours off duty. In return, the City agrees to use its best efforts to maintain regular shift rotation schedules for all employees, indicating regularly scheduled days off for each shift that provides equity in providing weekends off.

Section 5. For employees working twelve (12)-hour work shifts, in lieu of time off, each employee will receive eight (8) hours of straight time pay per month to be applied to their compensatory bank to accommodate the extra one hundred ten (110) hours per year over the normal two thousand eighty (2080)-hour work year.

This Section 5 agreement is written to compensate the employee working the twelve (12)-hour work shifts for the FLSA overtime due as a result of the extra one hundred ten (110) hours per year associated with twelve (12)-hour work shifts.

For purposes of FLSA liability under the practice of this Article 14, Section 5 only, and not to alter payroll and overtime practices under this Agreement, the parties elect FLSA 7(k) accounting flexibility and a twenty-eight (28)-day cycle to effectuate the intent of the parties in this Section 5.

ARTICLE 15: WAGES AND SALARIES

Section 1. Wages shall be in accordance with the wage schedules as set forth in Exhibit 'A', attached hereto and by this reference incorporated herein. Employees will be paid twice monthly and will receive half their monthly salary on each pay schedule with adjustments for overtime or unpaid leave. Monthly deductions will be split in half between the two pay periods except where required by law to be deducted differently. Annual deductions will be deducted from one pay period.

The pay grade assigned to each existing classification and each new classification shall remain in effect and as assigned during the term of this Agreement. The City shall not lower the classification assigned to the positions which are the subject of this Agreement, and no person shall be assigned a classification lower than that which is currently assigned to the position they are filling, unless it is clear that they are not performing the work which fits the job content of a lower classification.

Wage schedules shall be increased as follows:

Effective July 1, 2023, the salary scale will be increased by 8% (eight percent) for Base, and Steps 1, 2, and 3. (Note: Step 4, 5 and 6 are determined by a preset percentage in the scale.)

Effective July 1, 2024 the salary scale will be increased by no less than 2% and no more than 5% for Base and Steps 1, 2, and 3. (Note: Steps 4, 5 and 6 are determined by a preset percentage in the scale.) This scaled increase will be based on the Consumer Price Index-west region (CPI-W) of the June preceding the increase.

Effective July 1, 2025, the salary scale will be increase by no less than 2% and no more than 5% for Base and Steps 1, 2, and 3. (Note: Step 4, 5, and 6 are determined by a preset percentage in the scale). This scaled increase will be based on the Consumer Price Index-west region (CPI-W) of the June preceding the increase.

Effective July 1, 2023, the Code Enforcement Officer and Evidence Technician positions will receive a one time additional 2% salary increase in addition to the increase provided above.

Effective July 1, 2023 and ending June 30, 2024, all employees will receive a monthly contribution to their deferred compensation plan of 2% of their base monthly rate of pay.

Steps: Salary steps are based on yearly satisfactory performance evaluations.

Employees are eligible for step increases after the following time periods based on continuous employment with the Department:

Step 1: The pay period following 12 months (1-year anniversary).

Step 2: The pay period following 18 months.

Step 3: The pay period following 30 months.

Step 4: The pay period following 60 months.

Step 5: The pay period following 120 months.

Step 6: The pay period following 180 months.

An evaluation is not satisfactory when the employee receives a below-standard rating on seven (7) percent or more of the total number of competencies being rated in the evaluation. The percentage will be rounded up or down in the following manner: a percentage of .50 or below will be rounded down; a percentage of .51 and above will be rounded up.

Ninety (90) days or less before an employee anniversary date, if a supervisor has identified a potential employee issue that may result in an overall unsatisfactory performance rating, the supervisor will notify the employee of the issue in order to give the employee a reasonable opportunity to correct the issue prior to the evaluation date.

Denial of a step increase is grievable, however, by mutual agreement of the parties on a case-by case basis, the City may allow a 90-day period for reevaluation. If the employee successfully meets expectations in the second review, the employee will be eligible for a pro-rated step increase in efforts to maintain yearly steps.

Section 2. DPSST Pay.

- A. Employees in possession of Oregon Department of Public Safety, Standard, and Training (DPSST) Intermediate Certificate shall receive a premium incentive of to 3% of their base monthly rate.
- B. Employees in possession of Oregon Department of Public Safety, Standard, and Training (DPSST) Advanced Certificate shall receive a premium incentive of 8% of their base monthly rate. Intermediate and Advanced DPSST pay are not cumulative.
- C. Police Sergeants who receive Supervisor Certification will receive a premium incentive of 4% of their base monthly rate as long as they are classified as Sergeant.

Section 3. An employee who is required to temporarily accept the responsibilities and duties incident to a position or grade senior to that of his permanent grade for a continuous period longer than two (2) work weeks shall be paid at the rate of such higher position from that date onward as long as such duties and responsibilities are carried out. A temporary assignment to a higher grade due to scheduling of vacation time off shall not result in a salary change for the employee required to assume the higher grade.

When there is no Sergeant or Lieutenant scheduled to be on duty for an entire shift, a patrolman may be appointed by the Chief or his designee to be Officer in Charge for that shift. The Officer in Charge shall, for that shift, have such duties and responsibilities as may be assigned by the City. While acting as Officer in Charge, the employee shall receive additional compensation equal to 4% of their base rate for those hours assigned.

At the start of each contract year, the City shall solicit volunteers from patrol officers for the Officer in Charge position. The City shall select from among the said volunteers' personnel that it deems to be qualified to serve as Officer in Charge due to experience, qualifications, and seniority. If an Officer in Charge is appointed for a particular shift, it shall be the most senior of all officers on the shift who are deemed qualified by the City to act as an Officer in Charge.

The City may, at any time, remove or add officers to the list of officers qualified to act as an Officer in Charge for a shift. Removal from the qualified list shall not, in and of itself, be considered discipline.

Section 4. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City's proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within 14 calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days consistent with ORS 243.698. The City is not precluded from filling the position at the posted wage rate; however, the City acknowledges the obligation to bargain in good faith.

Section 5. Field Training Officer. Full time officers acting as field training officers will receive a premium incentive of 4% of their base hourly rate after working eight (8) consecutive hours in this role.

Section 6. Detective. Full time officers assigned as Detective shall receive a premium incentive of 3% of their base rate while assigned. Assignment to Detectives is rotational and generally for 3-5 years. At the discretion of the City, a Detective may be rotated with at least 30 days' notice, excluding for cause disciplinary action.

Section 7. Bi-lingual Pay. An employee who passes a Department approved conversational proficiency examination in a foreign language annually shall receive a monthly payment equivalent to 3% of the employees monthly base rate.

Section 8. Shift Differential Pay. Employees whose majority of their work shift includes the hours of 7:00 PM to 7:00 AM are entitled to receive a shift differential pay of \$0.50 per hour for the entirety of their shift.

ARTICLE 16: OVERTIME

Section 1. The City agrees to pay overtime at the rate of one and one-half times the employee's applicable wage rate. Overtime shall be paid for all hours worked over a regularly scheduled shift day, over 48 hours worked in one week (12-hour shifts) or 40 hours on eight- or ten-hour shifts, other than during shift rotations. There will be no pyramiding of overtime. Less than full time employees will not accrue overtime until 40 hours worked have been accumulated in a single week.

Section 2. Employees will accrue overtime when required to appear as a witness within the scope of their employment at a time other than their regular work shift, for time worked outside their regular work shift (either on a hold-over or call-back basis), and for attendance at training sessions, approved by the Chief of Police, at times other than their regular work shift.

Section 3. Call Back: Employees physically called back to work shall receive three (3) hours minimum overtime, provided that such call-back is not within two hours of the time at which they would otherwise be required to report for duty. In such event, the employee shall receive such overtime as is actually worked.

A call back to include responses to phone calls or similar that do not require a physical appearance shall receive half (.5) hours minimum overtime, provided that such call-back is not within two hours of the time at which they would otherwise be required to report for duty. Multiple calls within the same 30-minute period are credited towards one half hour minimum and not a half hour minimum per call.

Minimum callback pay does not apply for remote work (for example: work from home). Approved remote work or phone calls for compensable work off duty are subject to regular pay or overtime as provided by this agreement. Employees should log any remote work/phone calls for payroll purposes.

Officers called to respond to work shall notify the supervisor if they are not within a normal response time from work. Over time for court appearances shall be a minimum of three (3) hours. Cancellation of court appearances without twelve (12) hours prior notice will result in payment of two hours overtime to the affected employee.

Section 4. Compensatory Time: Employees shall have the option of receiving either paid overtime or compensatory time off at the rate of one and one-half hours off for each hour worked for the first six (6) hours of overtime earned in the work period. After said six (6) hours, the City shall have the right to either pay overtime or require compensatory time off either during that work period or an ensuing one if permitted by the FLSA. Employees may accrue up to eighty (80) hours compensatory time off. After an employee has accrued the maximum of eighty (80) hours, the City may either pay overtime or allow further compensatory time accumulation for any overtime worked. This clause is subject to the requirements of the Fair Labor Standards Act. Compensatory time is paid at the rate of pay of the employee at time of payment.

Section 5. If the employee's compensatory time accumulates past the maximum limit, or for any reason the City requires the employee to take the compensatory time off, the employee will be notified by the City at least seventy-two (72) hours in advance of being compelled to take the time off. Under no circumstances will an employee lose-accumulated compensatory time. Employees shall have the right to request payment for any portion of accrued compensatory time limited to no more than once each fiscal year.

Section 6. Employees may schedule compensatory time off with prior approval of the Chief of Police. Approved time off shall be charged either to accrued compensatory time or accrued vacation at the option of the employee.

ARTICLE 17: SICK LEAVE

Section 1. Sick leave shall accrue on the basis of eight hours (8) for each month of service. For the purposes of retirement benefit computation only, the City will report sick leave accruals consistent with PERS rules with the employee's Tier 1/Tier 2 status or OPSRP statute. Sick leave accrual shall be limited to one thousand four hundred forty (1440) hours.

Section 2. Sick leave may be used for:

- A. Illness or physical incapacity of the employee;
- B. Quarantine of the employee due to exposure to contagious disease;
- C. Leaves eligible under the Oregon Paid Sick Leave, Oregon Family Leave Act (OFLA), Oregon Paid Leave (PLO), and/or FMLA.

The City will follow provision of "Paid Leave Oregon" as administered by the State without further bargaining obligation.

Section 3. If reasonably possible, employees shall notify the immediate superior of such leave at least one (1) hour before the leave begins unless physically unable to do so.

Section 4. Certification of an attending physician or practitioner may be required by the City to support the employee's claim for sick leave if the employee is absent in excess of three (3) days, subject to applicable law. The City will pay the cost of a doctor's examination if it so requires.

Section 5. Worker's Compensation: When employees use sick leave on account of physical condition for which they receive worker's compensation from the State:

- A. The pay that they receive from the City while thus on leave shall be merely at a rate that is the difference between the rate of the disability payment and the employee's normal net regular rate of pay.
- B. Whenever an employee receives a check from the worker's compensation carrier, (1) the employee shall report to the Finance Director the amount of the check and the period for which it represents payment; (2) the check may in no event be endorsed over to the city; (3) the Finance Director shall cause an additional check to be drawn for the employee for the difference between the

worker's compensation check and employee's normal net pay provided they have sufficient accrued paid leave to justify the pay; and

C. For each working day that employees are thus on sick leave, and the City pays a portion of the monthly salary, provided in Section B, the employee's sick leave accumulation will be charged at the rate determined by dividing the portion paid by the employee's monthly salary. Upon depletion of sick leave accumulation, employees disabled by other than physical contact with another party shall receive compensation only from worker's compensation.

D. Employees disabled in the line of duty through an act of violence directed against them by another person will receive the difference between the rate of the disability payment and the regular rate of pay for a period of 180 days. Such supplemental pay shall be charged against the employee's accumulated sick leave and compensatory time benefits with the exception of the first thirty (30) days of disability. If at the end of 180 days, the employee furnishes the City with a doctor's report indicating that the employee will be able to assume their prior job within ninety (90) days from the end of the 180-day period, the City agrees to re-employ said employee at such time within that period as able to resume his prior job. If the employee is unable to return to that position within said 90-day period, then any right of re-employment granted by this section shall cease, and the employee shall have only such other rights of re-employment as may be granted under state statute. The City shall have the right to require a confirming medical opinion from a physician of its choosing at its own expense.

Section 6. No compensation for sick leave shall be allowed an employee upon termination of employment with the City.

Section 7. Employees will be charged sick leave on the basis of one (1) hour for each hour absent.

ARTICLE 18: LEAVE OF ABSENCE

Any employee may be granted a leave of absence without pay for personal reasons when the work of the department will not create an undue burden on operations. Requests for a leave of absence without pay shall be submitted to the Chief of Police who will review and make final determination of the request, or if the request is for more than five days, the request will be submitted to the City Manager for approval.

ARTICLE 19: PAID LEAVES OF ABSENCE

Section 1. Any regular employees may be granted leaves of absence with pay for the following reasons:

- A. Jury duty within Baker County, or Federal Jury Duty;
- B. As a legal court witness summoned to any court in Baker County or Federal Court on any matter unless the employee is involved in the case as either a plaintiff or defendant, in his/her personal capacity, not to exceed two days;
- C. Appearance required in any court or official proceeding on any matter arising out of the employee's official duties;

D. Death in the immediate family as defined in Oregon Family Leave Act (OFLA), provided, however, that such leave extends no more than three (3) working days, and if further leave is necessary, it shall be charged against accumulated sick leave. Leave under this section runs concurrent to leaves provided by OFLA;

E. Approved attendance at a training, conference or convention with a direct relationship to the employee's work with the City of Baker City;

F. For any other reason approved by the Chief of Police.

Section 2. Each request shall at the discretion of the Chief of Police.

Section 3. Any compensation received for jury duty will be turned over to the City.

ARTICLE 20: MILITARY LEAVE

All employees engaged in active duty with Reserve or National Guard units shall be allowed military leave in accordance with state laws.

ARTICLE 21: VACATION

Section 1. All permanent employees after one (1) year of continuous service shall be entitled to vacations with pay as set forth in the following schedule: (one (1) day equals eight (8) hours).

Part time employees are prorated on FTE.

Length of Service	Vacation Credit	Maximum
Less than 5 years:	12 days (8 hrs./mo.)	280 hours
5 years (60 mo.) but less than 10 <u>years</u> :	15 days (10 hrs./mo.)	280 hours
10 years (120 mo.) but less than 15 years:	18 days (12 hrs./mo.)	280 hours
15 years (180 mo.) and over:	24 days (16 hrs./mo.)	280 hours

Section 2. Accrued vacation shall be credited as earned vacation for each month of service, or pro rata for each fractional month of service in accordance with the schedule in Section 1 for all employees. Probationary employees may not generally use vacation for the first twelve months of service. Vacation requests made by probationary employees may be granted on a case-by-case basis at the sole discretion of the Chief of Police.

Section 3. If an employee earned but unused vacation credits reach a maximum accumulation allowed in accordance with Section 1, the City shall give reasonable notice of mandatory vacation of sufficient duration at a time, mutually convenient as possible, to the employee and the City to reduce unused credits below the maximum allowable accumulation. If the City is unable to so schedule such a mandatory vacation, the value of any vacation credit in excess of the maximum accumulation shall be paid to the employee, prior to the end of the month in which they are earned at the employee's current wage rate.

Section 4. When an employee is granted approval for vacation or holiday leave, and that employee has paid a retainer fee on lodging, etc., if the City requires an employee to work during the time the leave is granted for and the employee loses the retainer fee, the City shall be required to reimburse the employee for said retainer fee up to a maximum of \$100.00. The employee, however, shall use every reasonable effort to recover the retainer.

Section 5. Employees may request payment for accrued vacation up to twice per fiscal year to a maximum total of 100 hours per fiscal year.

ARTICLE 22: HOLIDAYS

Section 1. in lieu of holiday pay for recognized holidays, each employee shall receive 9.0 hours of straight time pay per month to be applied to their vacation bank.

ARTICLE 23: RETIREMENT

Section 1. The City shall continue participation in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) as mandated by the State of Oregon. The City shall, for all eligible employees, pay employee's monthly contribution to the Individual Account Program (IAP).

ARTICLE 24: HEALTH INSURANCE PROGRAM

Section 1. During the life of this agreement, the City shall pay each month to provide a Health Insurance plan for each employee who works eighty (80) or more hours in the previous month and for dependents as follows:

The City will provide full-time employees and their dependents CIS plan HDHP-4 w/HAS, herein referred to as "HDHP" plan, Delta Dental plan II w/ ortho, Vision VSP-A and Alternate Care Rider. The employer will pay 90% of the premium for the HDHP-4 plan and employees are responsible for the remainder of the monthly premium through payroll deductions. For part-time employees and their dependents, the following shall apply:

1. Part-Time Employees: Premium Cost Share. The employer will pay a pro-rated premium contribution based on the employee's monthly FTE multiplied by the 90% cost share. The employee is responsible for the remainder. (i.e.: employer contribution for a 0.8FTE is (0.8% x 90% of the monthly premium).
2. Part-time Employees: Employer Deductible Contribution: The employer will pay a prorated monthly deductible contribution based on the employee's monthly FTE and insurance enrollment status. (i.e.: a 0.8 FTE employee will receive 0.8 times the employer paid deductible).

The City will establish a Health Savings Account (HSA) for each eligible employee and make contributions as follows:

1. The City will contribute to the employee's Health Savings Account in the amount of \$1,700- (employee only) or \$3,400- (employees plus one or more dependent). The same HSA contribution will occur each January 1st for the duration of this contract.
2. For employees on probation the City will pay the equivalent total of \$1,700 (employee only) or \$3,400 (employee plus one or more dependent) in four quarterly payments (January 1st, April 1st, July 1st, and October 1st,) Upon successful completion of probation employees will receive the full prorated remaining yearly total on the date of the next scheduled quarterly payment. Beginning the next calendar year, the employee will receive the full contribution as provided in Section 1.
3. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations. (note: Employees with spouses also employed by the City are subject to plan limitations as directed by CIS).
4. Employees may elect to opt out of insurance benefits only as allowed by rules or regulations of the City's insurance carrier.

ARTICLE 25: LIABILITY INDEMNIFICATION

The City agrees to provide liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment, provided the claims do not result from malfeasance in office or willful or wanton neglect of duty. Such insurance shall cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements.

ARTICLE 26: LIFE INSURANCE

Section 1. The City agrees to provide term life insurance coverage equivalent to one and one-half (1/2) times the annual salary to a maximum of \$100,000 covering employees against both occupational and non-occupational related death.

Section 2. An employee may, through payroll deduction, insure the lives of their family under this plan.

ARTICLE 27: TRAVEL COSTS

Section 1. the City will make every effort to furnish transportation in the form of a City owned vehicle or provide actual cost of public transportation. If a personal vehicle is used the employee will be reimbursed by the City at a rate equal to the current GSA rate. If an appropriate City vehicle is available for use by the employee and the employee chooses to use his own personal vehicle instead, the employee will be reimbursed by the City at a rate equal the GSA.

Section 2. Employees required to travel out-of-town will be paid M&IE and lodging expenses as set forth in GSA rates.

Section 3. When an employee attends the academy, the city will reimburse the employee at the GSA rate for the following:

- One trip to the academy.
- One return trip to Baker City from the academy.
- In the event the academy closes for more than a five-day period the city will pay for an additional 1 return trip to Baker City from the academy.
- If the employee chooses to remain at the academy over weekends, the city will pay for the Friday evening meal, Saturday meals, and Sunday meals.

Section 4. The Police Chief in rare and unusual circumstances and with documentation of circumstances may provide additional travel expenses allowed by the GSA rates without setting a precedent for future employees attending the academy. Any denial of a request for additional travel expenses is not grievable.

ARTICLE 28: WORKING CONDITIONS

Section 1. The City and the Association recognize the continuing importance and will make all reasonable effort to maintain equipment safety and safe operating work practices.

Section 2. The parties recognize the importance of ongoing physical wellness. Employees will receive a \$500 per year in the first July pay period for the purpose of ongoing wellness activities. Examples of wellness activities include gym/swim/yoga memberships. The payment is subject to applicable withholdings. It is understood this payment is also in lieu of the ORPAT incentive previously included in Article 15.

ARTICLE 29: UNIFORMS/AMMUNITION

Section 1. Uniforms, protective clothing, or any type of protective device required as a condition of employment shall be furnished to the employee by the City. The City shall furnish and maintain soft body armor for all sworn personnel. The cost of maintain the uniform or protective clothing or device in proper condition, including tailoring and dry cleaning shall be paid for by the City. The Association recognizes that title to such items furnished remains with the City, and upon termination from City employment, the Police Chief, at his discretion, may require the employee to return to the City the uniforms, or any part thereof, in his possession at the time of termination. The City agrees to replace uniforms that have become unsightly or irreparable.

Section 2. Each member of the department shall receive \$300.00 for required safety boots. This payment will then be paid every other year.

Section 3. Non-uniformed officers shall receive a clothing allowance of \$50.00 per month while so assigned.

Section 4. For the purpose if on-going training, the City shall provide up to 400 rounds of ammunition, per year, to each full-time officer.

ARTICLE 30: GENERAL

Section 1. This Agreement may be amended, altered, or added to by written agreement of the parties.

ARTICLE 31: SAVING CLAUSE

Should any provision of this Agreement be, or be found by a court of competent jurisdiction to be, in violation of any federal, state or city law, the provision will be submitted to negotiation to bring the affected provision into compliance with the law.

ARTICLE 32: RESIDENCY

Residence within the city limit of Baker City shall not be condition of employment, provided, that the employee shall not reside more than 20 air miles from the city limits of Baker City. The members of the Association shall not be penalized or discriminated against in any way due to the fact that they live outside the city limits of Baker City.

Those employees who live outside the city limits of Baker City and that are authorized by the City Manager or designee to take home an assigned city vehicle as part of their employment, shall reimburse the City for the cost of fuel used for commuting.

This calculation will be done annual in June of each year and will be deducted from employee's paycheck on a monthly basis.

ARTICLE 33: TERM OF AGREEMENT

Section 1. This Agreement shall become effective, upon execution and shall remain in effect until June 30, 2026, and thereafter, during all negotiations until a new agreement between the parties hereto is reached. Either party may serve notice of intent to renegotiate this agreement no later than December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representatives thereunto duly authorized on this _____ day of _____.

This Agreement is subject to ratification of the Baker City Police Association and the approval of the City Council of Baker City, Oregon.

FOR BAKER CITY:

By: Jonathan Cannon
Title: City Manager

Date: 06/29/2023

FOR THE BAKER CITY POLICE ASSOCIATION:

By: Mark Powell
By: [Mark Powell \(Jul 5, 2023 09:21 PDT\)](#)
Title: President

Date: July 5, 2023

EXHIBIT A

Effective July 1, 2023, job classifications and monthly rate shall be as follows:

Includes 8% COLA, includes additional 2% on Code Enforcement and Evidence Technician for 2023.

Position	Base	Step 1	Step 2	Step 3	Longevity		
					Step 4	Step 5	Step 6
Sergeant	\$5,293	\$5,517	\$5,722	\$5,941	\$6,179	\$6,426	\$6,683
Patrol Officer	\$4,976	\$5,190	\$5,401	\$5,607	\$5,832	\$6,065	\$6,308
Code Enforcement Officer	\$3,441	\$3,577	\$3,721	\$3,870	\$4,025	\$4,187	\$4,354
Evidence Tech (hourly)	\$19.84	\$20.64	\$21.47	\$22.33	\$23.23	\$24.16	\$25.14

Step 4 is a 4% increase for individuals with at least 5 years of service.

Step 5 is a 4% increase for individuals with at least 10 years of service.

Step 6 is a 4% increase for individuals with at least 15 years of service.

2024-25 salary schedule will be released no later than June 15, 2024 to the union for review.

2025-26 salary schedule will be released no later than June 15, 2025 to the union for review.

Jon M. France

Interim City Manager 8/30/23

Mark Powell

Mark Powell (Aug 31, 2023 10:35 PDT)

Baker City Police Association President

2023-2026 BCPA CBA

Final Audit Report

2023-07-05

Created:	2023-06-28
By:	Stacy Spriet (humanresources@bakercity.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd84406tbKJRkSbjcw9rcwfPjPUhAfGff

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-  Document created by Stacy Spriet (humanresources@bakercity.gov)
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-  Signer mpowell@bakercitypd.gov entered name at signing as Mark Powell
2023-07-05 - 4:21:51 PM GMT
-  Document e-signed by Mark Powell (mpowell@bakercitypd.gov)
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