

AGREEMENT BETWEEN
THE CITY OF MOLALLA
AND
THE CLACKAMAS COUNTY
PEACE OFFICERS ASSOCIATION.

3 YEAR AGREEMENT – JULY 1, 2024 TO JUNE 30, 2027

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PREAMBLE

This agreement is entered into by the City of Molalla, Oregon, hereinafter referred to as the "City" and the Clackamas County Peace Officers Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth matters pertaining to employment relations as defined in O.R.S. Chapter 243, and as agreed upon by the parties.

ARTICLE 1 – RECOGNITION

Section 1: The City recognizes the Association as the exclusive bargaining agent for all employees of the Molalla Police Department in the classifications of Police Officer, Records Specialist, Property/Records Specialist and Code Compliance.

Section 2: Changes in Unit: If the duty of any existing classification is substantially changed, or if a new position or classification is added by mutual agreement or by the ERB into the bargaining unit, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed classification description and proposed wage to the Association for review. This Agreement will then be subject to reopening for the sole purpose of negotiating a wage for the class, with the process provided by ORS 243.698.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: Management Rights: The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

- A. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
- B. To determine the size, nature, and qualifications of the work force, to schedule employees, to assign duties and equipment, and to direct and evaluate the employees in the performance of their work assignments.
- C. To develop work rules and operating procedures not inconsistent with this Agreement.
- D. To promote, layoff, and to discipline, demote and discharge employees for just cause.

Section 2: Subcontracting: The City shall notify the Association, as soon as possible, of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. At the time such notice is given the Association, the parties will engage in mid-term bargaining as provided by ORS 243.698.

Section 3: Compliance with Law: Nothing in this agreement shall be interpreted in such manner as to prevent the City from making reasonable accommodations necessary to comply with the requirements of applicable legislation (i.e., ADA, Title VII, etc.).

ARTICLE 3- COMPLETE AGREEMENT/PAST PRACTICES

Section 1: Complete agreement: Pursuant to their statutory obligations to bargain in good faith, the City and association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650 (7). This contract incorporates the sole and complete agreement between the City and the association resulting from these negotiations. The Association agrees that the City has no further obligation during the term of the agreement to bargain wages, hours or working conditions except as specified below.

Section 2: Past practices: The parties recognize the City's full right to direct the work force and to issue rules, regulations, and procedures and that these rights are diminished only by the law and this agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this agreement.

- A. The employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the City.
- B. However, this article shall not be interpreted to restrict the Association's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matters by state law.
- C. The parties have clarified their respective rights concerning subcontracting in Article 2, above.

Section 3: In the case of disagreement between the parties, the Employment Relations Board shall make the decision under this subsection as to whether the City is compelled to remove from the grievance procedure matters concerning contract interpretation.

ARTICLE 4- CITY AND ASSOCIATION SECURITY

Section 1: No strike provision: Whereas the Association recognizes the detriment and disservice caused the citizens for which they serve by striking, the Association agrees that during the life of the agreement, neither the association nor its members shall engage in, initiate, sponsor or direct a strike, secondary boycott, "blue flu", work slowdown, work stoppage, or work speedup for any purpose. Employees who violate this provision shall be subject to disciplinary action, which may include immediate termination.

Section 2: Association business: The parties recognize that it may be necessary that representatives of the Association carry out reasonable activities, which may concern contract administration, in particular, the handling of grievances or proceedings before the Employment Relations Board. Association representatives will be allowed to carry out those Association activities during duty hours.

ARTICLE 5- EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS

Section 1: Employee rights: Employees shall have the right to join and participate in the activities of the Association 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 Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the association of its members because of the exercise of these rights.

Section 2: Association business: The parties recognize that it may be necessary that representatives of the Association carry out reasonable activities, which may concern contract administration, in particular, the handling of grievances or proceedings before the Employment Relations Board. Association representatives will be allowed to carry out those Association activities during on duty hours.

Section 3: Association meetings: An on-duty member of the local Molalla chapter of the Association will be allowed to attend local monthly membership meetings. However, it is understood that such attendance shall be limited to two hours (not to include travel time) and that said member will be expected to respond to duty responsibilities which arise during the meeting. Contract ratification meetings are specifically recognized as an exception to the two-hour limitation. However, the on-duty member will still be expected to respond to duty responsibilities and shall limit his/her attendance to a reasonable length of time. Except for emergency meetings, the association will schedule these meetings during non-peak periods of the City.

Section 4: Right of access: Association representatives shall not be denied reasonable access by the City to information necessary to enable the association to carry out its responsibility to appropriately represent its members in matters of employment relations. Association representatives shall not unreasonably interfere with an employee's work performance in carrying out this responsibility.

Section 5: Non-discrimination: The provisions of this agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation, sexual orientation, or political affiliation. However, nothing in this subsection shall prohibit the City from establishing and implementing bona fide occupational qualifications.

Section 6: Gender references: All references to employees or officers in this agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 – CLASSIFICATION/DEFINITIONS OF REPRESENTED PERSONNEL

Sworn employee: those employees officially recognized by D.P.S.S.T. as being qualified peace officers.

Non-sworn employee: those employees that do not meet the qualifications of a peace officer.

Full-time employee: those employees that work at least 40 hours a week and are qualified to receive benefits (refer to the City's Personnel Manual and BOLI for details).

Part-time employee: those employees that work less than 40 a week and are not qualified to receive benefits (refer to the City's Personnel Manual and BOLI for details).

ARTICLE 7 - CHECK OFF

Section 1: Dues deduction: Upon receiving an authorization form dated June 27, 2018 or later from an employee whereby the employee consents to having association dues, charges, fees, and assessments withheld from their paycheck, the city will withhold such amounts from the employee's wages. The authorization form will be provided by the association and will be filed with the city and the association upon completion. Any authorization for payroll deductions of dues may be canceled by the employee upon such notice as is specified in the authorization written notice to the city and the association prior to the 15th day of each month, to be effective on the first day of the following month. The city will not be held liable for check off errors but will make proper adjustments with the association for errors as soon as is practicable.

Section 2: Hold harmless: The Association agrees to indemnify, defend, and hold the city harmless against any claims made and against any suit instituted against the city as a result of the city's enforcement of this article including but not limited to any liabilities, including reimbursement of wages, associated with withholding wages from employee's wages against the employee's consent. In the event of any suit or proceeding brought to invalidate this article, the City has no duty or obligation to actively defend the suit or proceeding.

(Bargaining Note: This is the incorporation of Article 6 MOU from September 2018)

ARTICLE 8 - ASSOCIATION INFORMATION DISEMINATION

The Association maintains an exclusive website for its members to access various announcements, updates and information. It is the responsibility of the Association representative to supply access to said website.

ARTICLE 9 - PROBATIONARY PERIOD

Section 1: Duration of probationary period: Sworn employees shall serve a probationary period of eighteen (18) consecutive full months during which the employee must work three hundred (300) days and graduate from the Department of Public Safety Standards and Training (DPSST) Academy. If the employee does not work 300 days during the 18-month period, the probationary period will be extended until the employee completes the 300-day requirement.

A sworn employee hired with DPSST certification (graduation from the DPSST Academy) shall serve a probationary period of twelve (12) months during which the employee must work two hundred (200) days. The period will be extended similarly to the non-certified employee's 300-day period should the certified employee not complete 200 workdays in 12 months.

Non-Sworn employees shall serve a probationary period of twelve (12) consecutive full months during which the employee must work two hundred (200) days. If the employee does not work 200 days during the 12-month period, the probationary period will be extended until the employee completes the 200-day requirement.

Prior to completion of the probationary period, new employees may be disciplined or discharged at will and such discipline or discharge is not subject to the grievance procedure in this Agreement.

Section 2: Trial service period: Employees promoted into a higher classification shall serve a qualifying period of twelve (12) consecutive months during which time they may be demoted from the higher classification at the prerogative of the City without recourse to the grievance procedure. If the higher classification is within the bargaining unit, the employee shall be reinstated to his former position.

Employees of the City who were previously employed within the bargaining unit and were subsequently promoted to a higher position not within the bargaining unit may be returned to their prior bargaining unit classification within twelve (12) months of such promotion without loss of bargaining unit seniority.

The time spent in the higher classification work will be counted toward seniority credit.

ARTICLE 10 -WORKING OUT OF CLASSIFICATION

An employee assigned to perform the functions of a higher classification shall receive the pay for the lowest step of the range of the higher classification which is higher than current salary for all time worked in excess of five (5) consecutive working days.

ARTICLE 10A - ASSIGNMENT PROMOTION AND TRANSFER

- Section 1: Vacancies and special assignments are to be filled at the sole discretion of the Chief of Police or designee.
- Section 2: Employees who apply for transfer or promotion to another position shall be considered, if qualified, according to the City's standard criteria.
- Section 3: When an employee is promoted to a classification with a higher salary range commencing with the date of promotion that employee will receive a salary increase based on the current incentive pay increases outlined in Article 34 of this agreement.
- Section 4: When an employee is transferred to a classification with a lower salary range, that employee's base salary shall be either the top step of the range of the lower classification or the employee's current rate of pay, whichever is lower.

ARTICLE 11- HOURS OF WORK

- Section 1: Regular Hours: The regular hours of work each day shall have regular starting and quitting times and shall be consecutive. All employees shall be scheduled to work on a regular work shift.
- Section 2: Workday: The regular workday for employees shall consist of ten (10) consecutive hours of work or, upon the agreement between the Association and the City, eight (8) or twelve (12) consecutive hours of work consistent with Section 3 of this Article. Assignments such as SRO and Detective may have specialized schedules.
- The regular workday shall consist of 8 hours of work for the non-sworn employees, unless part-time.
- Section 3: Workweek: The regular workweek for employees shall consist of four (4) ten (10) hour days followed by three (3) days of off-duty time, or the City may elect upon agreement with the Association a workweek based on five (5) consecutive days of work followed by two (2) of off-duty time, or four (4) twelve (12) hour days followed by four (4) days of off duty time or an alternative schedule mutually agreed upon by the parties. Upon one month's notice, the City may decide to unilaterally return to a five (5) day, eight (8) hours

per day work schedule. Such a request shall not be denied for arbitrary reasons. Assignments such as SRO and Detective may have specialized schedules.

Section 4: The parties recognize that periodic shift rotations and shift changes may necessitate a deviation from this provision except for support staff.

Section 5: Nothing contained in this Article shall be construed as a guarantee of a full shift of work to an employee called back outside his regularly scheduled hours or days.

Section 6: Employees shall receive a one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute rest periods. Employees will be expected to respond to duty calls during lunch and rest periods.

Non-sworn employees in the classification of Records Specialist and Property and Evidence Technician shall receive a one (1) hour paid lunch period and two (2) fifteen (15) minute rest periods. Employees in this classification will be expected to respond to calls for service during lunch and rest periods.

Section 7: Shift Scheduling and Rotation - Sworn employees will have shift rotations every (4) four months, starting January 1st (January-April, May-August, September-December). The rotations will be posted for bid by the 1st day of the previous month prior to rotation. Bidding will be completed by the 10th day of the previous month and then, a finalized schedule will be posted by the 20th of the previous month. The frequency of the rotation may be subject to change, if mutually agreed upon by the Chief and the Association, provided it does not compromise the effective operation of the Agency.

Shift bidding within the shift, not the entire schedule, is by seniority. If an employee rotates into Graveyard or Swing shift, the senior person may bid on which days off they prefer, with set shift hours. If an employee rotates into Day shift or Cover shift, the senior employee is allowed to bid the desired shift, with set days off.

If it is necessary to change the shift schedule during the year, sworn employees shall be given a minimum of two (2) weeks-notice except in situations outside of the City's control.

Schedule Change Notification: Sworn employees shall receive 7 days' notice of any change of schedule except for emergencies. Emergencies are defined as: natural disasters, civil unrest or governmental declaration of an emergency by the Chief, City Manager or greater authority. If any change of schedule that is made with less than 7 days' notice, the affected member(s) will receive overtime based on the following scale. This does not apply to court or other hearing appearances.

Days of Notice	Overtime Hours Received
1-6	3

ARTICLE 12- OVERTIME

Section 1: Sworn employees: Hours worked in excess of forty (40) in a work week or eight (8) in an eight (8) hour workday or ten (10) in a ten (10) hour workday or twelve (12) in a twelve (12) hour workday shall be considered overtime. Hours worked for the purpose of computing overtime hours for employees shall include all hours worked as that term is used in the Fair Labor Standards Act as well as all paid leave time.

Non-sworn employees: Hours worked in excess of forty (40) in a work week shall be considered overtime.

Part-time employees are not eligible for overtime unless hours worked are in excess of forty (40) hours in a week or in the case that the city requires the employee to work in excess of eight (8) hours in one day, in this case the employee is still expected to work the remaining hours in their work week. If the employee, upon mutual agreement with their manager, chooses to flex the hours the city required them to work beyond eight (8) hours in one day, overtime will not be earned.

Section 2: Overtime shall be compensated for at the rate of time and one- half the employee's applicable hourly rate (which includes all pay as per FLSA rules) at the time the hours were worked. For sworn employees, in the calculation of overtime, daily overtime will not be recalculated as weekly overtime.

Section 3: Overtime Compensation: Overtime shall be paid at the rate of time and one-half the regular rate of pay. Upon mutual agreement of the employee and the City, the employee may receive compensatory time in lieu of overtime payments. There shall be a maximum accumulation of eighty (80) hours of compensatory time at any one time for each employee.

Section 4: Payment for Overtime: If an employee is paid for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon termination of employment or death of the employee, then the unused compensatory time will be paid to the employee or heirs, whichever the case may be, at the higher of (a) the average regular rate earned by the employee during the last three (3) years of employment, or (b) the final regular rate earned by the employee.

Section 5: Assignment of Overtime Work: Where more than one employee is working and there is a need for extra duty as a continuation of that shift, the most senior qualified employee working that shift shall be offered the extra duty, and if refused, then the junior qualified employee(s) working shall be offered the extra duty in the order of seniority. If the junior qualified employee(s) working that shift turns down the extra duty or if no qualified employee is working that shift, the Chief may then assign the duty at his discretion.

This provision shall not apply in situations where the extra duty represents a continuation of an employee-generated task already underway at the end of a shift. In those situations, the employee engaged in the task when the shift ends, if qualified shall continue the task. All regular employees (with the exception of those who have already worked overtime that day) shall be offered overtime on other than multiple employee shifts on a seniority basis. Reserve officers or volunteers cannot be used to fill solo shifts.

If an employee has signed up to work an overtime shift more than 72 hours before the start of the shift, that employee cannot be bumped by a senior employee within 72 hours of the start of that shift.

ARTICLE 13- DUTY CALLBACK/COURT CALLBACK

Section 1: Court of duty callback: When an employee is required to appear in court as a result of his employment with the City, or called to duty, outside a scheduled shift, the employee shall receive time and one-half for actual hours worked and will be guaranteed a minimum of three (3) hours at time and one-half.

However, the City shall be allowed one exemption per month from the three (3) hour minimum guaranteed overtime payment for callback. This will be utilized solely for the purpose of establishing a one-hour department meeting once a month, or a two-hour meeting every-other month. Part-time employees can adjust schedule to attend or be paid at straight time.

Section 2: Appearance cancellations: An employee shall be considered called back to duty for the purposes of this article if the employee is not notified of a court cancellation at least twelve (12) hours in advance of the scheduled appearance if notification is by email, page and/or telephone. If notification is by direct contact, then eight (8) hour notice is required.

Section 3: Release from duty: An employee who is required to appear in court outside a scheduled shift, shall be released from work when the specific event requiring the appearance or callback has ceased.

An employee who is called back to duty outside a scheduled shift may be required by the City to work beyond the specific event requiring the callback.

ARTICLE 14- HOLIDAYS

Section 1: In lieu of holidays, sworn employees shall accrue a maximum of 88 hours of holiday time per year, at a rate of 7.33 hours per month. Employees shall schedule holidays with supervisory approval.

Non-sworn, full-time employees shall observe the holidays listed in the City's Personnel Manual.

Non-sworn, part-time employees do not get paid for holidays. They may request a temporary change to their schedule to compensate for the missed hours within the same week.

Section 2: Requests for holiday days off must be approved or denied within one (1) week of the request. Should the City deny requested days off the reason for the denial must be stated in writing and given to the employee. Request for holiday leave must be made at least one (1) week but not more than one (1) month in advance of requested date of leave except in emergency situations or at the mutual agreement of both parties.

Section 3: In lieu of utilizing accrued holiday leave hours to take a day off, employees, at their option, may elect to be paid for some or all of their accumulated days off. The election will be offered to employees on May 1, and November 1, each year.

Section 4: Sworn employees who work on the following holidays, and every day appointed by the City as a holiday in the future will, in addition to normally accrued monthly holiday time, receive overtime pay for all hours worked on those holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr. Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25th)

ARTICLE 15- ADMINISTRATION OF SALARY PLAN

Section 1: Rates of Pay: Each employee shall be paid at one of the steps in the range prescribed for their classification in Appendix A attached. Normally an employee will be appointed at the first step of the range established for their classification.

Effective July 1, 2024, the salary schedule will be increased by 4%, plus an additional 2%.

Effective July 1, 2025, the salary schedule will be increased by the average of the 1st and 2nd half reported Consumer Price Index for Urban Wage Earners and Clerical Workers

(CPI-W) West– Size A for 2024, with a minimum of 2.0% and maximum of 3.5%, plus an additional 2%.

Effective July 1, 2026, the salary schedule will be increased by the average of the 1st and 2nd half reported Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) West – Size A for 2025, with a minimum of 2.0% and maximum of 3.5%, plus an additional 2%.

Section 2: Step Increases: An employee hired at the beginning step of the salary range shall be eligible for a one step increase upon completion of six months of satisfactory service and a step increase upon completion of one year of satisfactory service. An employee hired at the middle step in the salary range shall not be eligible for a step increase until completion of one full year of satisfactory service. Step increases may be withheld by management if employee is in a performance review/correction plan or not meeting the general expectation of position held.

An evaluation, which results in the denial of a step increase under this section may be, submitted to the grievance process.

Section 3: Payday: Paydays shall be the 15th and the last day of the month. The payday of the 15th of the month will cover the pay period beginning on the 26th of the preceding month and continue to the 10th of the month. The payday on the last day of the month will cover the pay period beginning on the 11th of the month and continue to the 25th of the month. If the regular scheduled payday falls on a holiday or weekend day, the payday will be moved to the preceding business day.

Section 4: Promotion: When an employee is promoted or advanced to a higher classification, the employee shall be placed and maintained at a salary step in the higher classification, which assures that the employee will not suffer a reduction in compensation due to the promotion.

ARTICLE 16- LEAVES OF ABSENCE

Section 1: Military Leave: Military leave shall be granted in accordance with applicable federal and state law.

Section 2: Peace Corps Leave: Peace Corps leave shall be in accord with applicable federal and state law.

Section 3: Leave of Absence Without Pay: An employee may be granted a leave of absence without pay up to ninety (90) days, when approved by the Chief. Employees on leave without pay shall not be eligible for wages and benefits except as controlled by law. The Chief will not deny such requests for arbitrary or discriminatory reasons. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. Any conditions of the leave of absence shall be

specified in the approval. Such leaves may be renewed or extended by appropriate action of the Chief.

Section 4: Jury Duty: An employee shall continue to receive his/her regular wages for any period of required services as a juror. All monies except travel reimbursement received for performing jury duty will be surrendered to the City. Employees will report for work when less than a normal workday is required by such duty.

Section 5: Parental Leave: Employees shall be provided parental leave in accordance with law.

ARTICLE 17- VACATIONS

Section 1: After having worked for three (3) consecutive months, a full-time employee shall be credited with twenty-four (24) hours of vacation leave. Thereafter, vacation leave shall accrue at the following rate:

Years of Continuous Service	Vacation Leave Accrual (Hours per Month)
3 months through 2 years	8
Beginning of 3rd year through 10th year	10
Beginning of 11th year through 15th year	12
Beginning of 16th year through 20th year	14
Beginning of 21st year through 25th year	16
More than 26 years	18

Section 2: Continuous Service: "Continuous service" is defined as that service unbroken by separation from the City services other than by military, Peace Corps, vacation, sick leave, other authorized paid leave, or an employee who voluntarily resigns and returns to employment with the Department within thirty (30) days. Employees returning from unpaid leave or employees, who were laid off, shall be entitled to credit for service prior to the leave or lay-off.

Section 3: Vacation Scheduling: Sworn employee: the sign-up process and timeline will mirror the process adopted for scheduling of shifts in Article 11-Hours of Work. An employee shall be allowed to request the use of all, or none, of his or her vacation accrual at the sign ups. Vacation requests shall be scheduled on the basis of an employee's seniority and consistent with reasonable operational needs of the department.

Non-sworn employees shall request the use of all, or none, of his or her vacation accrual at the sign ups. Vacation requests shall be scheduled on the basis of an employee's seniority and consistent with reasonable operational needs of the department.

An employee who requests and receives vacation scheduled outside the applicable scheduling period receives no insulation from a more senior employee bumping into the junior employee's period at the succeeding sign up.

The City will respond to vacation requests as soon as operational needs of the department can reasonably be determined. Requests for vacation time off shall not be denied for arbitrary or capricious reasons. The requesting officer shall be notified in writing the reasons for the denial.

Section 4: Maximum Vacation Leave Accrual: Employees shall not carry over vacation leave in excess of three hundred sixty (360) hours. Hours in excess of the 360 hours will be transferred to the employee's non-cashable sick leave account (not to exceed 528 hours). An employee who is about to lose or have transferred to sick leave vacation credit because of accrual limitations shall be given adequate advance notice by the City of such potential. The employee shall notify the City within a reasonable time of the employee's choice of days to be taken off to avoid any loss. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial inconvenience to the City, in which case the City and employee shall mutually agree to a rescheduling of the threatened leave. As under current practice, the City may, at its discretion and with the approval of the Chief of Police and City Manager, allow employees to cash out vacation time once per year not to exceed a minimum remaining vacation balance of 40 hours. The City retains the discretion to allow vacation cash out for extraordinary circumstances.

Section 5: Treatment of Vacation Accrual on Termination or Death: Upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be, at the employee's wage rate at the time of separation.

Section 6: Part-Time Employees Vacation Accrual: Part-time employees shall not accrue vacation.

ARTICLE 18- TRAVEL EXPENSE

Section 1: Meals: When the employee is traveling overnight for City business, refer to City handbook for meal and travel rates per diem. Meals will generally not be provided for routine local training and court appearances unless there are unusual circumstances and only with the expressed permission of the Chief of Police. No reimbursements allowed for alcohol or tobacco products.

Section 2: Vehicles and Travel Time: Employees required by the City to use their own car for City business shall be reimbursed at the rate per mile established by the City, which shall be no less than that in effect at the execution of this Agreement. The City shall not unreasonably deny such reimbursements. Whether the employee is paid as hours worked for travel will be determined consistent with the Fair Labor Standards Act.

ARTICLE 19- PERSONAL EQUIPMENT

The City agrees to repair or replace an employee's personal property or equipment, which is lost, damaged, stolen or worn beyond usable quality in the line of duty. However, personal equipment being carried or used by the employee must be authorized by the chief of police or his designee.

ARTICLE 20- TRAINING

The City agrees to provide each employee the opportunity to meet the legal standards set forth by DPSST to remain qualified to hold the employee's current rank, certification or assignment.

ARTICLE 21- RESERVES

The parties recognize that the department has used reserves in the past. Further, the parties agree that such usage may continue in the same manner and degree.

ARTICLE 22 -SICK LEAVE

- Section 1: Accrual of Sick Leave: Full-time employees covered by this Agreement shall accrue sick leave at the rate of eight (8) hours per month and ninety-six (96) hours per year, up to the 1,056-hour cap. Part-time employees shall accrue sick leave according to the Oregon Sick Leave Law. Newly hired employees shall accrue sick leave from the beginning date of employment but shall not be eligible to use sick leave during the first month of employment.
- Section 2: Allowed usage of sick leave: An employee who is unable to perform his duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care, illness in the immediate family or exposure to contagious disease, may utilize this accrued sick leave. Employees may utilize sick leave for their own illness or that of a family member as permitted by law.
- Section 3: Required physician's certificate: A physician's certificate from a doctor mutually agreed upon by the City and the employee may be required by the City for payment of sick leave in excess of three (3) working days.
- Section 4: Definition of immediate family: For purposes of this Agreement, an employee's "Immediate Family" is defined to include the employee's spouse, a significant other living with the employee, grandparents, parents, stepparents, siblings, step-siblings, children, step-children, aunts, uncles, mother-in-law or father-in-law or a relative residing in the employee's household. The parties agree this Article may be amended by

mutual consent through a Memorandum of Understanding in light of possible changes to the City Personnel Policies.

Section 5: Employee notification of inability to work: Any employee who is ill and unable to report to work shall, if reasonably possible, notify the immediate supervisor at least one (1) hour prior to their reporting time. In the case of a continuing illness, the employee shall continue to notify the immediate supervisor of their inability to report to work on a daily basis unless some other arrangement has been approved by the supervisor.

Section 6: Sick Leave Retirement Benefit. OPSRP Employees with at least 120 months of continuous service with the Molalla Police Department who retire under PERS and who are in good standing with the Department (e.g: not pending disciplinary investigation), are eligible to receive a contribution to their individual HRA account in the amount equivalent to their base rate of pay for 50% of their accrued sick leave up to a maximum payment of 500 hours. This provision does not apply to employees who have already retired under PERS.

ARTICLE 23- BEREAVEMENT LEAVE

Section 1: Bereavement leave: An employee shall be granted a special funeral leave of absence not to exceed three (3) working days with pay in the event of a death in the immediate family to arrange or attend services. An additional two (2) days may be granted with the approval of the City Manager or his designee. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank.

Section 2: Extension: Upon approval of the City Manager, an employee may draw upon, at the employee's discretion, accrued sick leave, vacation or compensatory time for additional special funeral leave time.

Section 3: Immediate family defined: The definition of immediate family as designated in the sick leave provision shall apply to this Article.

Section 4: Leave taken under this article shall run concurrently with OFLA leave.

ARTICLE 24- HEALTH AND WELFARE

Section 1: The City shall continue to provide eligible employees with medical-hospital, dental and vision insurance coverage as reasonably comparable as possible, and life insurance. The City shall pay 95% of the cost of the premiums and employees shall pay 5% of the cost of the premiums.

Employees shall have two options to choose from, Regence BlueCross Blue Shield Copay Plan F, with ALT Care, VSP-A, Delta Dental II; or Kaiser Copay Plan B, Kaiser Dental II, Kaiser Alt Care Kaiser Vision.

The City will maintain these insurance plans and benefits during the term of the current Collective Bargaining Agreement. For successor contract negotiations, the City retains the option to contract with the entity of its choice for insurance coverage. If the City exercises this option, the City and CCPOA will enter negotiations over the impact of successor insurance carrier plan. The City will continue its due diligence by checking every few years to make sure that the City has the best coverage at the best price.

Pursuant to an MOU between the City and the CCPOA on April 1, 2006, the City established an HRA on behalf of every member of the bargaining unit. The HRA was established in such a manner as to be fully compliant with all rules and regulation of the Internal Revenue Service with respect to these types of fund arrangement. The City shall cause \$50 per pay period (\$100 per month) to be deducted and transferred from the employee's gross (pre-tax) salary to the employee's HRA account.

In the event the current HRAVEBA provider be unavailable the City and the CCPOA agree to collaborate on the designation of a new manager of the HRA funds.

Section 2: Employees will be insured under provisions of the Oregon State Workers' Compensation Act for injuries sustained while at work for the City.

Section 3: An employee who suffers a compensable on-the-job injury or illness shall be compensated by the City for the difference between his/her regular net rate of pay and the workers' compensation payments for the first sixty (60) calendar days following the event of the injury or onset of the illness, with no deductions from the employee's accrued sick leave, compensatory time or vacation time. Thereafter the value of the difference between the employee's regular net pay and the workers' compensation payments shall be deducted from the employee's accrued sick leave, compensatory time and/or vacation time, in that order. During the period time an employee is off work due to a compensable illness or injury, the employee shall continue to accrue sick leave, vacation and holiday time.

Section 4: The City agrees to make available to eligible employees in the bargaining unit represented by the Association, a Long-Term Disability insurance program. Required premiums for such insurance shall be deducted from employees' earnings through payroll deduction.

ARTICLE 25 - RETIREMENT

The City shall continue to participate in the Oregon Public Employee's Retirement System. The City will pay both the employer's and employee's required contribution to said plan. The City agrees to match a full-time employee's contribution to a deferred compensation plan, of the employee's choosing, up to 2.5% of the employee's gross pay.

Example: a full-time employee contributes 1% of their gross pay to a deferred compensation plan. The City would match the employee's 1% gross pay contribution.

ARTICLE 26- GRIEVANCE PROCEDURE

Section 1: A grievance, for purposes of this agreement, shall be defined as a dispute regarding the meaning or interpretation of this Agreement or regarding an alleged violation of this Agreement. The following procedure shall be followed to resolve such a dispute:

Step 1. The employee with or without an Association Representative may take up the grievance informally with the Chief in an attempt to resolve the perceived problem on an informal basis.

Step 2. If an informal attempt to resolve the problem is unsuccessful or if the employee or the Association chooses to initiate the process at this level, the grievance shall be reduced to writing and presented to the Chief within fifteen (15) calendar days of the event or occurrence which precipitated the grievance or of the time the employee became aware or should have been aware of said event or occurrence.

The written grievance shall include, (a) a specific statement of the grievance and nature of the employee's position, (b) provisions(s) of this Agreement alleged to have been violated, and (c) remedy sought.

The Chief shall respond, in writing, within ten (10) calendar days of receipt of the written grievance.

Step 3. If the grievance still remains unsettled, the employee or Association Representative may within fifteen (15) calendar days after the reply of the Chief is due, submit the grievance to the City Manager. The City Manager shall respond to the employee (with a copy to the Association) within ten (10) calendar days of receipt.

Step 4. If the grievance cannot be resolved with the City Manager, the Association shall notify the City in writing of its intent to arbitrate the grievance within fifteen (15) calendar days from the date of receipt of City Manager's response.

After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which party shall strike the first name objectionable to it. The final name on the list shall be the arbitrator. The submit the award within thirty (30) calendar days from the date of the hearing.

The arbitrator shall have no authority to add to, delete from or in any other manner change or modify this Agreement.

The parties agree that any decision of the arbitrator, which is within the scope of this agreement, shall be final and binding upon them.

- Section 2: Timeliness and Waiver: Any and all-time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure by the employee or Association to submit or advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limits without such waiver shall result in the grievance being advanced to the next step. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Association.
- Section 3: Suspension and Discharge Grievances: Grievances by a suspended or discharged employee shall commence with Step 3.
- Section 4: Arbitration Expenses: Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and the hearing room shall be borne equally by the parties.

ARTICLE 27- LAYOFF AND RECALL

- Section 1: Layoff: Should layoff of regular employees be necessary, layoffs will be considered from two groups: sworn personnel, or non-sworn personnel. Layoffs would occur starting with the least senior employee from within the determined sworn or non-sworn group.
- However, for purpose of computing seniority under this article only, an employee with an Intermediate DPSST certificate shall be credited with the equivalent of two (2) years' service in addition to his/her actual continuous service with the City and an employee with an Advanced DPSST certificate will be credited with the equivalent of four (4) additional years of service.
- Section 2: Recall: Employees shall be called back from layoff in the inverse order of layoff. No new employee shall be hired in a classification until all employees on layoff status from that classification have had an opportunity to return to work. An employee shall be considered on layoff status for a period of twenty-four (24) calendar months.
- Section 3: Recall Notice: The City shall notify a laid off employee by certified mail of an opportunity to return to work. The recall shall include an explanation that the laid off employee must respond by certified mail within fifteen (15) calendar days of receipt of notice as evidenced by the signed receipt (regardless of who signed for the certified mail) and that failure to do so will result in forfeiture of all recall rights.

ARTICLE 28- DISCIPLINE AND DISCHARGE

- Section 1: Discipline: Disciplinary action or measures shall include only the following: written reprimand; suspension, or in lieu thereof and with the consent of the employee, loss of vacation or compensatory time; demotion; discharge; or any combination thereof.
- A. Disciplinary actions such as written reprimands, suspension, demotion and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or misconduct.
 - B. Disciplinary actions will be administered promptly, in a fair, firm and progressive manner, only for specific and just cause, and with employee rights fully protected.
 - C. The employer agrees that such measures as assignment to duties outside those regularly given to other employees in the same classification, or disapproval of leave requests will not be used as disciplinary measures.
 - D. If the City has reason to counsel or discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.
 - E. The City agrees to furnish the employee a complete statement in writing at the time of disciplinary action outlining the specific reasons for such action. If at the time of written reprimand, transfer, suspension, demotion or discharge, it is not feasible to furnish the employee with a complete statement, said complete statement must be presented to the employee within (5) days not including weekends and holidays. Such reasons shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

ARTICLE 29 - PERSONNEL FILE

- Section 1: Personnel record: The City maintains one (1) personnel record of each employee in the bargaining unit. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status, absent corrective measures or performance records maintained in yearly supervisory files.
- Section 2: Inspection of record: An employee may inspect the contents of the employee's personnel record and supervisory file, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official

representative, with the permission of the employee may inspect all records pertaining to the employee except confidential reports from previous employers.

- Section 3: Critical entries: No information reflecting critically upon an employee shall be placed in the employee's personnel record that does not bear either the signature or initials of the employee or an indication that the employee had been provided a copy of the material and refused to sign. Signature or initials of the employee shall not necessarily indicate consent or agreement with the entry. A copy of any such material shall be furnished to the employee when it is placed in the personnel record.
- Section 4: Rebuttal material: If an employee believes that there is material in the personnel record, which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material. This written rebuttal shall be included as part of the personnel record. If the employee believes that such specific information should be removed entirely from the file, the employee may petition for such consideration to the City.
- Section 5: Entries dated: Each entry into the employee's personnel file shall be dated. All written discipline shall be removed from the file within two (2) years of entry, except those items of serious enough nature to warrant suspension.

ARTICLE 30- NOTICE OF ORDERS PROVISIONS OF GENERAL. SPECIAL AND PERSONAL ORDERS

- Section 1: General Orders, Rules and Regulations and Labor Agreement Provided: The City agrees to furnish each employee of the bargaining unit an electronic copy of the most current policy manual (general orders, rules and regulations) of the Department and a copy of this Agreement. New employees shall be furnished electronic copies of those documents as soon as possible after being hired.
- Section 2: Posting and notice: Special orders of a temporary duration shall be posted electronically and/or on the Department bulletin board. General orders of a more permanent character shall be provided electronically to each employee, in addition to being posted on the Department bulletin board.

ARTICLE 31- EMPLOYEES' BILL OF RIGHTS

- Section 1: Due Process: All employees are entitled to the protection of due process in disciplinary matters. In an effort to ensure that disciplinary investigations are conducted in a manner, which is fair and conducive to good order and discipline, the following guidelines are adopted:

- a. Prior to being interviewed for any reason which could lead to disciplinary action, an employee shall be:
 - 1. Informed of the nature of the investigation and whether he is a witness or a suspect, if and when known; informed of any other information necessary to reasonably apprise him of the nature of the allegations of the complaint.
 - 2. Afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association.
 - 3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the employee not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.

Section 2: Interview Guidelines: The following interview safeguards are adopted:

- a. Any interview of an employee shall be when the employee is on duty unless the seriousness of the investigation dictates otherwise. An employee shall not be eligible for a callback under this Agreement when called for a disciplinary matter outside regular duty hours. Whether time spent in disciplinary matters is considered as hours work shall be controlled by FLSA.
- b. Interviews shall take place at the Police Department, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
- c. The employee may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
- d. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the employee's Constitutional Rights. The employee shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
- e. Interviews shall not be overly long. The employee shall be entitled to such reasonable intermissions, as he shall request for personal necessities, telephone calls, and rest periods. Either party may audio record the meeting and copies will be shared promptly.
- f. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to subject investigation.

- g. If the circumstances under investigation warrant a formal recorded interview, the complete interview of the employee, noting all recess periods, shall be recorded and upon request the employee will be provided a copy of the recording, or he/she may also record the interview at his/her expense. If the interviewed employee is subsequently charged and any part of any recording of the interview is transcribed by the City of the Board, the employee shall be given a complimentary copy thereof.
- h. Interviews and investigations shall be concluded with no unreasonable delay.

Section 3: Disciplinary Rights: When the investigation results in discipline being imposed: The employee, upon request, will be furnished with a copy of the summary report of the investigation, which will contain all material facts of the matter. Employer may charge reasonable costs.

The employee will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.

Section 4: Privacy of Employee's Financial Status: No employee shall be required for the purpose of assignment or other personnel action to disclose any item of his/her property income, assets, course of income, or personal or domestic expenditures (including those of any member of his/her family), unless such information is obtained under proper legal procedures, or tends to indicate a conflict of interests with respect to the performance of his/her official duties.

Section 5: Polygraph and Similar Tests: No employee shall be required to take any lie detector or similar tests as a condition of continued employment.

Section 6: Drug Tests: No employee shall be required to submit to any form of a drug or alcohol test unless the City has reasonable cause to believe that the employee has ingested nonprescription drugs or alcohol and that ingestion has an adverse effect on his/her work performance.

Section 7: Access to Investigation File: An employee shall have access to his or her personnel file, and any summary report on an investigation in which they were involved. This refers to investigation of an employee and may include employees as witnesses. The employee may submit rebuttal material as desired.

Section 8: Deadly Force Investigations: Employees involved in the use of deadly force or an in-custody death shall be advised of their rights to and shall be allowed to consult with a representative or attorney prior to being required to give an oral or written statement about the use of force/in-custody death. Such right to consult with a representative or with a counsel shall not unduly delay the giving of the statement. Investigations into the use of deadly force shall be conducted within the parameters of the Clackamas County Deadly Physical Force Plan in effect at the time.

Section 9: Legal Defense Plan: The Association may elect to participate in a legal defense plan, such as PORAC, that provides each of its sworn officers with an attorney as a direct result of criminal charges or a criminal investigation arising out of the sworn officer's involvement in actions in the performance of his or her duty as a police officer. In such case, the City shall reimburse to the Association on a quarterly basis the current full premium amount paid to the legal defense plan on behalf of each covered sworn officer, up to a maximum of \$6.50 per sworn officer per month. The City recognizes that it is not entitled to the work product of the attorneys involved in this plan and recognizes that there exists an attorney client privilege between the attorney and the sworn officer.

ARTICLE 32 -FUNDING CLAUSE

The parties of this agreement recognize that the revenue needed to fund this agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City. All compensation provided for by this agreement is therefore contingent upon sources of revenue, and where applicable, voter budget approval. The City will not reduce the compensation specified in this agreement because of budgetary limitations. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in this agreement. In the event that the City does not receive the required voter approval needed to fund the annual budget, the parties agree that layoff and/or a cutback of services will result. However, the parties agree to meet to seek possible alternatives to layoff and/or cutback of services. These discussions shall not constitute a formal reopening of this Agreement.

ARTICLE 33- SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by decision of any court of competent jurisdiction, final rule or order of any administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision, rule, order or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision, rule, order or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 34 -INCENTIVE PAY

- A. DPSST Certification Pay:
Certification Pay: Officers who possess a current DPSST Intermediate Certificate shall receive a premium of **4%** of base salary. Officers who possess a current DPSST Advanced Certificate shall receive a premium of **8%** of base salary. Certification pay for intermediate or Advanced are not cumulative.
- B. Incentive Pays:

Employees who are currently certified in and assigned duties in any one of the following areas will receive incentive above the employee's base pay. Each employee is limited to 10% cumulative cap (section B).

1. 2.0% Incentives:
 - a. Bilingual in English/Spanish, English/Russian, or English/American Sign Language. Fluency shall be established by using "advanced" standards at Clackamas Community College or the reasonable equivalent.
 - b. Member of CCITF(part-time)
 - c. Crisis Intervention Training – standard 40-hour course must be completed in order to earn incentive
 - d. Other assignments/tea m member at the discretion of the Chief

2. 3.0% Incentives:
 - a. Firearms Instructor
 - b. Bilingual Instructor in English/Spanish, English/Russian, or English/ America Sign Language. Fluency shall be established by using "advanced" standards at Clackamas Community College for Spanish and the reasonable equivalent for Russian and Sign Language.
 - c. Truck Inspector
 - d. Member of CRAFT
 - e. Other assignments/team member at the discretion of the Chief

3. 5.0% Incentives:
 - a. Field Training Officer (while with recruit only, does not include reserves)
 - b. Detective Assignment
 - c. School Resource Officer
 - d. K-9 Handler
 - e. Drug Recognition Expert
 - f. Member of CCITF (full-time)
 - g. Defensive Tactics Instructor (while performing instructor duties)
 - h. Taser Instructor (while performing instructor duties)
 - i. Bike Patrol Unit (while performing instructor duties)
 - j. Other assignments/team member at the discretion of the Chief

C. Fitness Incentive

Once per fiscal year, employees will be provided the opportunity to participate in the DPSST certified ORPAT course as a component of the Department's mandatory scheduled training. Scheduling of this testing shall be determined by the Chief of Police or their designee. Participation in the timed ORPAT test for the physical fitness incentive is optional for all personnel. Participation in the initial timed ORPAT test for the physical fitness incentive will be a scheduled training and conducted during on-duty time.

Employees who are unable to participate in the scheduled ORPAT test due to a reasonable conflict must submit a written request to the Chief of Police or their designee prior to the training date requesting authorization for an excused absence. The Chief of Police or their designee will schedule a second test date within sixty (60) days for authorized employees to participate in the ORPAT course on their own personal time. The date and location of the second ORPAT test will be at the discretion of the Chief of Police or their designee. Additional accommodations and scheduling adjustments may be made for sworn employees on medical or workers compensation leave, in accordance with the law.

The minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, the standard used by the City of Molalla as passing, will be the standard currently used by DPSST and in effect at the time of the testing.

Those employees who successfully complete the ORPAT course within a time that is considered passing will receive an incentive bonus of two hundred fifty dollars (\$250.00). The incentive will be paid in one lump sum through payroll and the parties recognize that the City will reflect any and all amounts paid as allowances, bonuses and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If the employee again passes ORPAT testing the next consecutive year, they will receive an additional \$50 bonus, for a total of \$300. If they pass it a third consecutive year, they receive an additional \$50 for a total of \$350 and so on. If an employee should fail in passing the test, they would not receive any financial incentives for that year and their next passing test would go back to the \$250 starting mark.

Non-sworn Association members will be allowed to participate on a voluntary basis. In the event that the non-sworn employee is able to pass the ORPAT testing, they will receive the same financial incentives as above. Non-sworn employees will not be subject to discipline or deemed "physically unfit for duty" for receiving a non-passing score.

(Bargaining Note: Section C regarding fitness incentive is an incorporation of the fitness program agreed upon by the City and POA in October 2020).

ARTICLE 35- CLOTHING AND EQUIPMENT

The City shall continue to provide uniforms and equipment for each member of the bargaining unit. For sworn employees: the winter uniform shall include wool pants if requested. The City shall allow each member to purchase or repair one set of boots once every two years, not to exceed \$400 or one set of boots every year not to exceed \$200. The boot selected must be mutually agreed upon by the Chief and the bargaining unit member. Employees whose assignments require the use of plain clothes (example: detectives) shall be allowed to use the value of the normal yearly uniform allowance to purchase replacement clothing with a maximum of \$500 per year. Such clothing is for work use only. For non-sworn: The City shall purchase mutually agreed upon clothing. The purchase of clothing and

boots shall be made by June 30th of the purchase year using the employees' city issued credit card. The employee will provide receipt of purchase in accordance with the City's credit card use policy.

ARTICLE 36 - TERM OF AGREEMENT

Section 1: This Agreement will become effective July 1, 2024, and shall remain in effect through June 30, 2027 or until a subsequent contract is negotiated. This Agreement shall automatically reopen on March 1, 2027, for negotiations. If negotiations of a successor agreement are not concluded by July 1, 2027, this agreement shall automatically continue until such time as the successor agreement is concluded.

FOR: CITY OF MOLALLA:



Dan Huff, City Manager

6-3-24

Date

FOR: THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION:



Ben Wiley, CCPOA President

6/3/2024

Date