

**CITY OF BEAVERTON  
AND  
BEAVERTON POLICE ASSOCIATION**

**COLLECTIVE BARGAINING AGREEMENT**

Through June 30, 2022

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## CITY OF BEAVERTON, OREGON

AND

## BEAVERTON POLICE ASSOCIATION

This Collective Bargaining Agreement is agreed to and to be in effect between the City of Beaverton, Oregon, hereinafter called the "City," and the Beaverton Police Association hereinafter called the "Association," made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

### ARTICLE 1 - RECOGNITION

- 1.1** The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular and irregular full-time and part-time employees who are listed in the classifications set forth below as represented by the bargaining unit. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of twenty (20) hours or more. All references to employees in this Agreement shall be construed to mean regular employees, and not irregular, seasonal, or part-time (less than twenty (20) hours per week) unless specifically delineated in this Agreement as applying to irregular, seasonal or part-time.

The bargaining unit shall consist of the following classifications:

Police Officer  
Police Support Specialist  
Police Sergeant  
Police Inventory Specialist  
Photo Radar Officer  
Program Coordinator – Photo Radar  
Program Coordinator – Victim Services  
Police Property & Evidence Control Specialist  
Police Senior Property & Evidence Control Specialist  
Police Community Services Specialist  
Provisional Background Investigator  
Traffic Safety Program Specialist  
Community Service Officer  
Senior Police Support Specialist  
Police Technician  
Police Intern

- 1.2** It is further agreed that classifications that are supervisory or confidential are excluded from the bargaining unit.

- 1.3 The City shall notify the Association of any proposed new classifications for Police Department employees. If the classification is appropriately included in the bargaining unit, the parties agree to reopen the Agreement for the purposes of negotiation of wages or other applicable matters on mandatory subjects of bargaining for the new classification. The Employment Relations Board shall be the exclusive remedy for resolution of any disputes regarding unit allocation.
- 1.4 Where reference is made to some duty to be performed by the City in this Agreement, or some notice of filing to be made with the City, the City will act through its Mayor or other such supervisory officers or employees as may be designated by its Mayor.
- 1.5 When reference is made in this Agreement to the Association, in that some action is taken by or directed by the Association, the Association will act through delegated representatives of the Association as may be designated by the Association.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Association further recognizes and agrees that in order to fulfill this responsibility, the City has the exclusive right to exercise the regular and customary function of management including but not limited to directing the activities of the department; determining standards and levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, evaluate, lay off (subject to Article 27), transfer (subject to Article 18) and promote, including determining the procedures and standards thereof; to discipline and to discharge probationary employees for any cause and without limitation and non-probationary employees for just cause; to determine work schedules (subject to Articles 9 and 18) and assign work and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement are not subject to the grievance procedure specified in Article 20.

## **ARTICLE 3 - NON-DISCRIMINATION**

- 3.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or the Association because of the exercise of his/her rights.
- 3.2 The City and the Association agree to cooperate in good faith so that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, religion, sex, race, color, creed, national origin, age, union affiliation, sexual orientation, veteran status, disability or political affiliation, or such other status protected by state and/or federal law.

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

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

- 4.1 During the term of this Agreement, there will be no strike, slowdown, or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, willful absence from position, stoppage of work, absence in whole or in part from the full, faithful or proper performance of duties of employment, for the purpose of inducing, or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.
- 4.2 In the event of a violation of this provision by the Association or employees in the bargaining unit, the City may discipline for such cause, including discharging any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

#### **ARTICLE 5 - PRODUCTIVITY**

- 5.1 The parties recognize the delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and Association. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.
- 5.2 At the discretion of the City, outstanding performance award programs may exist and employees governed by this Agreement may be eligible for participation in them. No aspect of any performance award program is subject to the grievance procedure.

Before any outstanding performance or productivity award program is executed or modified, the City will meet with the Association to discuss the program and/or its modifications. The Association will have an opportunity to provide input, either as a member of a City-wide Advisory Committee or in a meeting scheduled for that purpose. If an Advisory Committee is formed, the Association will select its representative to serve on that Committee.

#### **ARTICLE 6 - ASSOCIATION SECURITY**

- 6.1 Employees who do not select Association membership may contribute a monthly Fair share amount, as determined by the Association, through payroll deductions. Fair share contributions are subject to applicable law. Such payments shall be in the same amounts as provided for regular Association dues and assessments or the amount allowed by law, whichever is less. This section shall be referred to as the "fair share agreement," and the City shall deduct from the first pay check of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Association within ten (10) days after the deduction is made.

- 6.2** Any employee who is a member of a church or religious body, having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Association dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to the Association and to the City that this has been done.
- 6.3** Provided the City acts in compliance with Sections 6.1 and 6.2 of this Article, the Association will 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 the above provisions or as a result of any check-off.
- 6.4** The City will notify the Association, in writing, of all new hires in the bargaining unit within one (1) week after their having been employed, and will furnish the Association with the new employee's name, and position for which they were hired.
- 6.5** The City agrees to furnish and maintain a bulletin board within the Police Department to be used by the Association for posting of notices and bulletins relating to the Association.
- 6.6** Except as otherwise provided in the Agreement, during their working hours Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association; provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee. On duty employees may attend quarterly Association meetings if they are held within the City limits and no longer than two (2) hours in duration, but shall be subject to call. In such instances, each patrol district and the Records section must have a minimum of one (1) staff member remain in the assigned area at all times.
- 6.7** At an employee's option, the City shall allow an employee to have their pay checks deposited to an employee's designated account via Electronic Funds Transfer (EFT).
- 6.8** Use of the City's E-mail System.
- a. The parties recognize that the City's communications devices are the sole property of the City. These resources are provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City communications in the City system at any time.
  - b. Certified Association Officers and/or Representatives may use the City's E-mail system to conduct Association business for the limited purposes of:
    - i. Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);

- ii. Scheduling meetings among Association Officers and/or Representatives (date, time, place and agenda); and/or
- iii. Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices).
- c. E-mail from the Association to its members, about the scheduling of meetings, meeting agendas and issues to be voted on, may be read while on duty. E-mail from the Association to its members, about topics other than meetings will be read only before or after the members' work shift.
- d. The parties recognize that misuse of the City's communication systems is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the City's E-mail system may result in discipline, up to and including termination.
- e. From time-to-time, the Association will certify to the City's HR Director or designee and the Chief of Police or designee an up-to-date list of Association Officers and/or Representatives.
- f. Certified Association Officers and/or Representatives may use the City telephone, voice mail, fax machines and mail boxes for communications that are generated by the City or are from the Association to the City. The use of the Police radio system, City issued cell phones or MDTs is specifically excluded.

## **ARTICLE 7 - WORKING OUT OF CLASSIFICATION**

Whenever an employee is assigned, in writing, to a position higher than the employee's present position for eight (8) or more hours during the duration of the assignment, the employee shall receive the next higher salary in the range of the assigned position that would give the employee at least a five percent (5%) salary increase unless the next higher step is the top step in the higher range, in which case the employee will be paid at the top step of the higher range.

Vacation, sick leave, comp time, and holiday time taken during work out of classification shall be paid at the higher rate during work out of classification assignments of 15 or more calendar days. Accrued time off converted to cash shall be paid at the employee's regular pay rate at the time of cash-out request.

## **ARTICLE 8 - OUTSIDE EMPLOYMENT**

**8.1** Permission to work at outside employment while an employee of the City of Beaverton must be approved in writing by the Police Chief. In order to be approved, the outside employment must:

- a. Be compatible with the employee's adherence to the employee's code of ethics.
- b. In no way detract from the efficiency of the employee in City duties.

- c. Not take preference over extra duty required by City employment.
- d. Not present a legal or ethical conflict of interest with the police profession.
- e. The employee shall not use the City uniform or any City equipment in any outside employment unless authorized by the Department.
- f. The employment may not be approved if it causes the City to pay overtime or hire replacement personnel because of the outside work.

**8.2** Outside employment requests shall be renewed one year from the date of approval and every year thereafter. Failure to obtain the annual approval will be reasonable grounds for permission of outside employment to be revoked. It is understood that the Police Chief may, upon reasonable grounds, at any time revoke permission to hold outside employment. Any revocation by the Police Chief must be done in writing and provide the justification for the revocation to the affected employee.

## **ARTICLE 9 - HOURS AND OVERTIME**

This section shall not be construed as a guarantee of hours of work per day or per week.

**9.1** **Regular Hours.** The regular hours of work each day shall be consecutive except for interruptions for rest periods and lunch periods. Time worked will be paid to the nearest quarter (1/4) hour.

**9.2** **Work Week.** An employee's work schedule shall begin on the first regularly scheduled work day following the employee's regularly scheduled days off. The City and the Association recognize the following work schedules in a work week.

- a. **5/8 Schedule.** This schedule shall consist of seven (7) consecutive days consisting of five (5) consecutive eight (8)-hour work days, and two (2) consecutive days off.
- b. **4/10 Schedule.** This schedule shall consist of seven (7) consecutive days consisting of four (4) consecutive ten (10)-hour work days with three (3) consecutive days off.
- c. **Flexible Hours Schedule.** Flexible hours may be mutually agreed upon by the employee and the City by employees in all assignments except patrol related assignments considered for minimum shift coverage and for police records, except the Police Support Specialist assigned to CID (Detectives) may request flexible hours. If mutually agreed upon by the employee and the City, this flexible hours schedule may vary the regular starting and stopping times on a daily basis. "Flexible" work hours shall be equal to forty (40) hours worked during the work week. The City will notify the Association in writing of any employees who are approved to work flexible hours.

Subject to approval in advance by their supervisor, employees serving in flexible hours schedule assignments shall have authority to schedule their hours and days of work in order to meet community and operational (criminal activity) needs and elect to take time off so as not to exceed forty (40) hours in that work week, or to

elect to receive overtime or compensatory time for the hours worked in excess of forty (40) hours.

- d. 9/80 Schedule. This work schedule shall consist of fourteen (14) calendar days consisting of any combination of seven (7) consecutive days consisting of four (4) nine (9) hour days and one four (4) hour work shift on the same day as the previous four (4) hour work shift and an additional seven (7) consecutive days consisting of four (4) nine (9) hour days. The five (5) day work week will have two (2) consecutive days off and the four (4) day work week shall have three (3) consecutive days off. For purposes of this work schedule the one (1) eight (8) hour work day will be defined as the combination of the last four (4) hours of one work week and the first four (4) hours of the following work week to complete two (2) separate forty (40) hour work weeks.
- e. For the purposes of payroll reporting and record-keeping, the regular work week is from Sunday 00:00 to Saturday 23:59.

**9.3 Work Day.** The work day shall consist of a twenty-four (24)-hour period. The first workday commences at the start of an employee's regularly scheduled work week. The work day shall include lunch periods, rest periods and training periods.

**9.4 Work Shift.** Each employee shall be scheduled to work on a regular shift (i.e., Day, Relief, Swing, Grave), which shall have regular starting and stopping times. This does not restrict the City from creating additional Day, Relief, Swing or Grave work shifts which have different start and stop times from the currently in effect work shifts.

### **9.5 Changes in Work Schedules**

- a. Work schedules for work shifts which are bid showing the employee's work days and regular starting and stopping times, work week and work shift shall be posted on the department bulletin board. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) calendar days prior to the change. However, probationary employees who are assigned with a Field Training Officer shall receive forty-eight (48) hours written notice prior to such work schedule changes
- b. Failure to comply with the notice requirements set forth in Section 9.5(a) above, shall make that employee eligible for pay at the rate of one-and-one-half (1½) times the employee's regular rate of pay for the hours worked before or after the regular starting and stopping times in the former work schedule not to exceed ten (10) hours pay at one-and-one-half times.
- c. Shift Bidding Shift Change Transitions: When making a work shift change in accordance with Article 18 of this Agreement, the City shall arrange employee work schedules so an employee shall not work more than 40 hours in the first seven (7) day work week following the shift rotation except when an emergency requires overtime. If an employee on a 5/8 schedule is required to work more than six (6) days in a row during a shift change, at the request of the employee the City shall arrange to schedule a day off using accrued compensatory time, vacation, or holiday

leave, as designated by the employee, between the fifth and sixth working day. If an employee on a 4/10 schedule is required to work more than five (5) days in a row during a shift change, at the request of the employee the City shall arrange to schedule a day off using accrued leaves, as noted above, between the fourth and fifth working day. In the event a seniority bidding shift change transition presents a work schedule that requires the employee to work more than fifteen (15) hours in a twenty-four (24) period, the City will adjust the employee's work schedule with proper written notice to the employee so as to provide the employee a forty (40) hour work week. Consecutive days off may not be available in such circumstances. The City will make best efforts to consult with the employee prior to the employee's final Seniority Shift Bidding Transition schedule being adjusted by the City.

d. An employee subject to the seven (7) calendar-day notice provision in Section 9.5(a), may opt, in writing, to waive the seven (7) calendar-day notice. The Association will be provided a copy of the written waiver.

**9.6 Rest Periods.** A rest period of fifteen (15) minutes shall be provided for all employees during each half-shift, in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

**9.7 Meal Periods.** All employees shall be granted a meal period during each work day. To the extent consistent with operating requirements of the department, employees are encouraged to take a meal period in the middle of the work day, or as near thereto as possible. The meal period normally shall be thirty (30) minutes and shall be paid, but employees will remain subject to call during such meal period.

**9.8 Overtime.** The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and of public interest. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay in either compensation or compensatory time off at the employee's option for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

a. All work in excess of eight (8) hours on any scheduled eight (8)-hour work day, nine (9) hours on any scheduled nine (9)-hour work day, or ten (10) hours on any scheduled ten (10)-hour work day. (This provision does not apply to employees working flexible hours pursuant to Section 9.2(c).)

b. All work in excess of forty (40) hours in any one (1) work week. (This provision does apply to employees working a flexible schedule pursuant to 9.2(c).)

c. For the purposes of this Agreement, time worked shall include all paid leave.

d. An employee who works overtime without proper authorization may be subject to discipline, up to and including termination.

**9.9 Callback Time**

- a. Employees called back to work shall receive overtime pay for the work for which they are called back and if called back shall be paid a minimum of three (3) hours overtime as provided in Article 9.8 at one and one-half (1-1/2) times the employee's regular rate of pay as provided by Article 9.8.
- b. Court Appearances: Employees called back to work for a Court ordered appearance will receive overtime for a minimum of three (3) hours. The start time for hours is the subpoena start time or upon arrival to a police facility for obtaining evidence. For court appearances occurring outside of city limits, employees called back to work will be paid a minimum of four (4) hours overtime as provided in Article 9.8.
- c. Call back pay applies only to hours worked, which begin more than one (1) hour after the working day or working shift. This section does not apply to scheduled overtime annexed at the beginning of the work day or holdover times at the end of the work day. This section also does not apply to mandatory Department-wide meetings limited to one (1) per calendar year scheduled by the Police Chief or their designee.
- d. When an employee has a required court appearance cancelled with less than twelve (12) hours' notice, the employee shall receive two (2) hours of pay at the overtime rate. This section does not apply when the court appearance was scheduled during overtime annexed at the beginning of the workday or holdover times at the end of the workday.
- e. When an off-duty employee testifies electronically, or is engaged in a work related conversation, the employee will be paid a minimum of one-half (½) hour overtime compensated at one and one-half (1½) times the employee's regular rate of pay. If the employee's electronic testimony or work related conversation exceeds one-half (½) hour, the employee will be paid overtime to the nearest fifteen (15) minutes, rounded up.
- f. A de minimis contact, such as an isolated phone call by management to an employee, lasting around 5 minutes or less is not compensable.

#### **9.10 Compensation for Overtime.**

- a. **Compensation for overtime:** Overtime shall be paid to an employee in the first pay period following the pay period in which the overtime is worked and a permanent record of such overtime shall be maintained within the Department consistent with regulatory retention schedules and be available to employees for inspection upon request.
- b. **Compensatory time:** Compensatory time off may be taken by mutual consent and as scheduled consistent with the Fair Labor Standards Act (FLSA). Employees may not accrue more than one hundred (100) hours of compensatory time. Any overtime worked by an employee who has the maximum one hundred (100) hours of compensatory time accrued shall be paid as overtime.

**9.11 Emergency Standby.** When a pending emergency situation dictates that sworn police personnel be placed on a standby status for immediate availability, subject to call to active duty, such personnel shall be paid at the rate of fifty (50) percent of that officer's regular straight-time rate of pay while on such standby status. The basis of pay rate will continue to the time that officer is placed on an on-duty status or discontinued when that officer is relieved from such standby status.

**9.12** Except as covered by the provisions of Article 11.5, the City assumes no responsibility for overtime or callback for any legal or other obligation arising prior to or outside the scope of the employee's duties as a City of Beaverton employee.

**9.13 Voluntary Training**

This language of Section 9.13 will remain as status quo through January 4, 2020.

For purposes of voluntary training only, the City and the Association adopt the Fair Labor Standards Act Section 207k exemption (7k exemption) for computing overtime compensation due to be paid to Association members who participate in voluntary training.

- a. In adopting the 7k exemption for voluntary training only, the parties agree to adopt a fourteen (14)-day work period that starts and stops and is intended to coincide with the City's regular pay period. The City's regular pay period begins on a Sunday and ends fourteen (14) days later on a Saturday.
- b. Voluntary training excludes all City in-service training, all DPSST-required and/or mandated training necessary to keep employees certified or to certify employees to perform their job duties and functions, or any training that the City requires employees to attend and/or participate in.
- c. Employees who want to participate in voluntary training will be allowed to trade a regular work day(s) for a training day(s) on an employee's regular day(s) off so long as the trade is approved in advance, in writing, by the employee's immediate supervisor. In all voluntary training instances where employees decide to trade their regular work day(s) for voluntary training on the employee's regular day(s) off, the trade of day(s) must occur in the same fourteen (14)-day work period established in subsection 9.13.a. above.
- d. A graveyard shift employee, who requests voluntary training and who is approved to attend voluntary training may, at the employee's option, choose to take off a work day contiguous to the voluntary training. If the regular work hours plus the training hours do not result in eighty (80) paid hours in the fourteen (14)-day work period established in subsection a, of this Article 9.13, the employee may charge accrued appropriate leave in the amount necessary to equal eighty (80) paid hours for the fourteen (14)-day work period.
- e. Regular work day(s) to be traded for regular day(s) off must be identified by employees at the time employees submit their written request for voluntary training to the employees' immediate supervisors.

- f. If an employee is approved to take his/her trade day(s) off in advance of the day(s) of voluntary training, and if, for any reason, the employee does not participate in the voluntary training, the employee will, at the employee's option, either work on the trade work day(s) scheduled for voluntary training, or the employee will charge the trade work day(s) to appropriate leave time, as designated by the employee.
- g. For a voluntary training class of forty (40) hours or more, for the Basic Police Academy at DPSST, or for the Supervisory Certification Academy at DPSST, the City may adjust an employee's regular work shift and/or regular work schedule for the duration of the voluntary training class, Basic Police Academy, or Supervisory Certification Academy.
- h. The City will not incur any overtime liability as a result of an employee attending voluntary training, the Basic Police Academy at DPSST or the Supervisory Certification Academy at DPSST unless the specific types of training listed in this subsection h. actually exceeds forty (40) hours in a seven (7)-calendar-day period. Furthermore, the 7k exemption adopted for voluntary training does not apply to the Basic Police Academy at DPSST or the Supervisory Certification Academy at DPSST.

**Effective January 5, 2020, Section 9.13 will be as follows:**

**9.13 Training**

- a. The City can require training for all classifications, including all DPSST-required training necessary to keep employees certified or to certify employees to perform their job duties and functions, or any training that the City requires employees to attend and/or participate in. The City will provide training for courses required by DPSST to maintain yearly certifications.
- b. At the discretion of the City, the City can mandate an employee to attend training. If the training occurs outside an employee's regular schedule, the City must provide at least 28 days' prior notice to adjust the employee's schedule to accommodate the training. If 28 days' notice is not provided, the hours attending the training outside of the employee's regular schedule will be paid as overtime.
- c. Employees may request to attend training that is not required. Approval is subject to management discretion and may require a schedule adjustment. Employees may be allowed to trade work days within the work week for the purposes of attending training.
- d. DPSST: For new employees attending the DPSST academy for the basic certificate, the employee may be placed on a 28-day work period FLSA 7(k) schedule for the duration of the academy. Employees attending the academy will only earn overtime as provided under the provisions of the 7(k) 28-day period.

**9.14 Trade Shifts/Days.** Subject to supervisor approval, two (2) employees may voluntarily trade shifts/days off. The City will not incur any overtime liability as a result of the trade. Trades will be completed within thirty (30) days of the first affected shift/day off. Trades

for shifts/days off shall be documented on the Police Department's Work Schedule Exchange Request form.

#### **9.15 Leave Requests**

- a. Leave requests (vacation, holiday, comp time) shall not be denied unless the granting of the request would cause the Department to fall below established minimums. The City reserves the right to change established minimums at any time. Scheduled leave time may be amended to allow the Department to meet emergency situations. However, where such changes are initiated, the City will explore other alternatives where non-recoverable funds are involved, and if an employee is financially impacted by the City's change in the employee's scheduled leave, the City shall make the employee financially whole upon presentation of proof that the expense incurred was non-refundable and was for travel expenses or services which were not used.
- b. Employees on Administrative Leave shall not be the basis for denial of an employee's leave request.

#### **9.16 Safety Release**

An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24)-hour period shall be guaranteed at least nine (9) hours off before being required to return to active duty status.

- a. For purposes of Section 9.16 "required by the City" means:
  - i. An employee is under subpoena;
  - ii. An employee is involved in an investigation in which the employee is unable to leave work before concluding their investigative duties;
  - iii. An emergency as defined in Article 31;
  - iv. When ordered by a supervisor to work (except for "shift coverage" purposes as described in 9.16(2) below;
  - v. Mandatory training, when participating as a student;
  - vi. An employee is scheduled to work their regularly scheduled work shift in conjunction with a. through e. above.
- b. Overtime base upon "shift coverage" shall not cause an employee to work fifteen (15) or more hours in any twenty-four (24)-hour period, except as set forth above in subsections i, ii, and/or iii.
- c. Overtime based on the employee instructing a training class shall not cause that employee to work fifteen (15) or more hours in any twenty-four (24)-hour period. An employee designated as a "training instructor," e.g., firearms, defensive tactics, EVOC, and is scheduled to work their regularly scheduled work shift will not be

scheduled as a "trainer" if it would cause the employee to work more than fifteen (15) hours in a twenty-four (24)-hour work day.

- d. When practical, prior to working fifteen (15) or more hours in any twenty-four (24)-hour period, whether it is required by the City or voluntary, the employee shall make the on-duty Sergeant or Division Lieutenant aware that the employee believes their current work assignment may result in the employee working fifteen (15) or more hours in a twenty-four (24)-hour period.
- e. Voluntary work hours/shifts which would result in an employee working fifteen (15) or more hours in any 24-hour period, will not be pre-approved by a supervisor, except in those instances where there is an immediate operational need and the employee has received pre-approval from their Division Sergeant or Lieutenant.
- f. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24)-hour period shall be required to take Safety Release time off and be guaranteed at least nine (9) continuous hours Safety Release time off before being required and allowed by the City to return to active duty status. If an employee is required by the City to work between regularly scheduled shifts, and the employee works less than fifteen (15) hours (*in a 24-hour period*), then the employee would be granted 15 (fifteen) non-continuous hours Safety Release time off before being required and allowed by the City to return to active duty status. The employee required to take Safety Release time off during their next scheduled work shift will be compensated by the City at the employee's regular rate of pay for the hours necessary to get the employee a minimum of nine (9) hours Safety Release time or fifteen (15) hours of non-continuous time.

**9.17 DPSST Mandated Training.**\* Excluding firearms and Emergency Vehicle Operations (EVO) training, for up to four (4) days per calendar year per employee, the Department may schedule on-duty, in-service Department Mandated Training for all sworn personnel by changing the work schedule of all sworn personnel with thirty (30) days' written notice. This Section does not allow the City to change an individual's work schedule for individual training.

This section allows the Department to accomplish both in-service training and allows the Department to facilitate Department Mandated Training for all sworn personnel which may arise outside the current in-service training model.

\*Effective January 5, 2020, Section 9.17 is void and no longer in effect.

## **ARTICLE 10 - SICK LEAVE**

### **10.1 Sick Leave Accrual**

- a. Employees budgeted at .75 FTE to 1.0 FTE received an annual front-loaded amount of 96 hours of sick leave on January 1, 2019, however effective and retroactive to January 1, 2019, employee sick leave accounts will be reduced by 16 hours and those 16 hours will be transferred to the employee's vacation accrual account.

Effective January 1, 2020, the front-loaded amount of sick leave will be 80 hours.

The amount front-loaded for part-time employees shall be pro-rated based on budgeted FTE, and at a minimum, they shall be front-loaded 40 hours of sick leave. Sick leave accumulation shall be unlimited.

- b. Employees hired during the calendar year, whose positions are budgeted at .75 FTE to 1.0 FTE, will receive a front-loaded amount which represents 3.076 hours of sick leave for each remaining pay period in the calendar year and at a minimum, they shall be front-loaded 40 hours of sick leave. The amount front-loaded for part-time employees hired during the calendar year shall be pro-rated based on budgeted FTE and at a minimum, they shall be front-loaded 40 hours of sick leave.
- c. Sick leave has no compensable value upon separation of employment, except for the purposes of PERS credit upon retirement as permitted by statute.

**10.2 Utilization for Illness or Injury.** Employees may utilize their allowance of sick leave as permitted by Oregon Sick Time law, OFLA/FMLA, or other applicable law. Employees may also use accrued sick leave to care for a domestic partner and/or the children of a domestic partner (as established by affidavit). In such event, the employee shall notify their immediate supervisor or the on-duty supervisor of absence due to illness or injury and expected length thereof, as soon as possible prior to the beginning of their regularly scheduled work day, unless unable to do so because of the serious nature of the injury or illness. If the supervisor is unavailable, a message may be left at Records.

**10.3 Abuse of Sick Leave.** If the City has reasonable cause to believe that abuse of sick leave has occurred or is occurring, the City may require an employee to speak personally to the supervisor when reporting in sick. The City may also require an employee to provide the City a health care provider's statement of the need for the sick time as provided for in the Oregon Sick Leave law or other applicable law. Any City requested health care provider's statement shall be paid for by the City to the extent not covered by insurance. Employees who do not follow required sick leave reporting procedures may be subject to discipline. Employees who fail to provide health care provider verification when required for use of sick leave may have time charged to other paid leaves or leave without pay if otherwise exhausted and/or may be subject to disciplinary action.

**10.4 Integration of Accrued Leave with Workers' Compensation.** When an injury occurs in the course of employment and the employee has qualified for Workers' Compensation time loss payments, the City shall make the employee whole for one hundred eighty (180) calendar days from the date of injury, by integrating with Workers Compensation and paying any difference in pay between Workers' Compensation payments and the employee's net regular straight time pay after involuntary deductions. Following the 180 calendar days the employee may utilize any accrued leave to make up the difference between the amount received from Workers' Compensation benefits and the employee's net regular straight time pay after involuntary deductions. The use of accrued leave to supplement income while on temporary total or temporary partial disability, after 180 calendar days from date of injury, may continue until the employee's leave accruals are exhausted or until the employee has been assigned to a temporary light-duty

assignment approved by his or her health care provider or until the employee is determined to be permanently disabled from performing his or her job and is eligible for a permanent disability, whichever occurs first. An employee who refuses an approved temporary limited duty assignment during the 180 calendar days following the date of injury may not be entitled to this Workers' Compensation supplement benefit.

After the one hundred eighty (180) calendar days from the date of injury, employees may use accrued sick leave, other forms of paid time off or leave without pay for medical appointments relating to on the job injuries after the employee has been released or for time loss due to occupational injuries or illness not covered by Workers' Compensation.

#### **10.5 Temporary Limited Duty Assignments.**

- a. The jobs, duties and responsibilities that employees of the Beaverton Police Department (BPD) are involved with on a day-to-day basis are dangerous and have inherent risks. Unfortunately, from time to time employees of the BPD are injured on-duty which results in their inability to perform their normal duties and responsibilities of their particular job classification. In addition, in pursuit of their personal lives off-duty, occasionally an employee is injured in such a way that the employee cannot perform the normal duties and responsibilities of their particular job classification. It is the philosophy of the BPD that when an employee is injured, either on-duty or off-duty, the BPD, in conjunction with the Association leadership, will meet and attempt to identify temporary limited duty opportunities in order to return the injured employee to work in a temporary limited duty capacity, consistent with the qualifications of the employee and work limitations as determined by the employee's health care provider.
- b. Based upon a good faith operational analysis the City shall determine the temporary limited duty assignment or assignments available at any particular time and the duration thereof. A temporary limited duty assignment shall generally not exceed 180 days. Priority for available temporary limited duty assignments within the Department will be given to employees injured on-the-job and will be made based upon the operational needs of the Department. Employees provided temporary limited duty (light duty) assignments are not subject to notification of work schedule changes as described in Article 9.5 (a.).

- 10.6** Use of sick leave will be charged for actual time used to the nearest quarter (1/4)-hour increment.

### **ARTICLE 11 - LEAVES OF ABSENCE**

- 11.1 Criteria and Procedure.** The City will consider a written application for leave of absence without pay for up to six (6) months for medical, educational or compelling personal reasons when the temporary absence will not create an undue hardship for the Department.

The following conditions apply:

- a. The criteria for approval will include the reasons for the leave, service record of the employee, degree of disruption of departmental operations and the availability of a qualified replacement.
- b. An employee's position will be held for the period of the leave agreed upon when the leave is granted.
- c. The City may interrupt or terminate a leave of absence if it finds that the reasons for granting it were misrepresented or no longer exist.

**11.2 Jury Duty.** Employees shall be granted a leave with pay for service upon a jury provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees, except mileage, over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the department head or on-duty shift supervisor for assignment for the remainder of his or her regular work day.

When an employee is notified that they are to serve on a jury, the employee will notify the department as soon as possible. An employee shall be placed on day shift for the work week and duration of jury duty service. Upon completion of jury service, the employee, upon mutual agreement, may be returned to their regular shift on the following day, as applicable. Any contract notice requirements will not apply to any shift change required by this section.

**11.3 Non-Service Connected Appearance.** An employee will be permitted to attend an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling their attendance for matters that are non-service related.

An employee responding to a non-service related subpoena must first use accrued time (except sick leave) regardless of staffing levels, prior to, or after appearing in response to the subpoena if:

- a. The employee would have less than nine (9) hours off prior to the appearance or;
- b. The employee would have less than nine (9) hours off after the appearance and prior to starting their scheduled work shift.

Any employee receiving a non-service related subpoena shall notify their supervisor of the subpoena as soon as practical after receiving the subpoena. An employee who does not have accrued leave will be permitted leave without pay for a non-service connected appearance.

**11.4 City-Service Connected Appearance.** Employees will be granted time with pay for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or Department Order including the time required for travel to and from the City service connected appearance location and the employee's headquarters. Also included will be the actual time spent in testimony as a witness at a grievance arbitration or Unfair Labor Practice hearing if it occurs during the employee's regular work hours.

- 11.5 Prior Service Connected Appearance.** Employees having prior service with a law enforcement agency in Oregon or Washington will be granted time with pay for testimony required by subpoena and related to service with the prior agency. There shall be no pay for travel time not occurring during the employee's work shift; however, the time spent testifying or appearing in response to a subpoena shall be subject to the call-back provisions of Article 9.9. An employee who testifies on behalf of the prior agency during the employee's work shift shall be compensated as though they were working. Use of a City vehicle is at the discretion of the City.
- 11.6 Medical Or Other Related Leave.** Upon application by the employee, or in the event the City determines that an employee is unable to return to work because of healthcare reasons and who has exhausted applicable protected leaves (FMLA/OFLA, etc.) or as required by other applicable laws, the City will engage in the interactive process to review medical accommodation that does not cause an undue burden when the matter is related to any employee's health care issue. The City may require that the employee submit a certificate from a qualified health care provider periodically during the period of such disability.
- 11.7 Return from Leave.** Any employee who is granted a leave of absence without pay under this Article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City, and their position shall be declared vacant; unless the employee prior to expiration of their leave of absence or prior to the termination date has furnished evidence as required by the City that they are unable to work by reason of sickness, physical disability, or other legitimate reason beyond their control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the Department.
- 11.8** Unpaid leaves of absence of less than 14 days are considered informal leaves of absence, are approved at the department level, and are treated as a payroll action.
- 11.9 Voting Leave.** If the overtime requirements of the City conflict with an employee's opportunity to vote, in a non-mail ballot election, an opportunity will be provided the employee on City time if they so desire.
- 11.10 Benefits While on Leave.**
- a. All regular City paid benefits shall be continued at City expense during periods of paid leave and during workers' comp leaves to the extent required by law. As used in this section, paid leave is considered to be vacation, sick leave, comp time used and holidays.
  - b. Consistent with the requirements of the Family and Medical Leave Act of 1993, employees on designated Family or Medical Leave shall have their regular City paid insurance benefits continued as if working for the first twelve (12) weeks of such leave in a twelve (12)-month period. The twelve (12)-month period used to determine eligibility for paid benefits shall be determined by looking at the amount of Family or Medical Leave utilized by the employee in the twelve (12) months immediately

preceding the first day of the newly requested leave. Designated Family or Medical Leaves may either be with pay utilizing appropriate paid leaves (sick, vacation, holiday or compensatory leave) or unpaid if all appropriate paid leaves have been exhausted. After the twelve (12) weeks of paid insurance benefits has been exhausted, an employee on designated Family or Medical Leave may only continue insurance coverage by paying the full COBRA rates in effect during the leave.

- c. After the calendar month in which employees go on unpaid leaves, excluding certified FMLA/OFLA leave or other applicable law, employees who wish to continue their medical and dental coverage may do so by paying the full COBRA rates in effect during the leave.
- d. Employees who elect not to enroll spouses and family members during an unpaid leave of absence may not re-enroll those dependents following the unpaid leave until the next regular open enrollment period.
- e. Employees on unpaid leaves of absence, excluding certified FMLA/OFLA leave or other applicable law are not eligible for life, accidental death and dismemberment, or disability insurance.

**11.11 Bereavement Leave.** Employees may use up to forty (40) hours of paid leave for discharging the reasonable and customary responsibilities arising from each death in the immediate family. These hours shall be pro-rated for part-time employees. For purposes of this leave, an employee's immediate family shall mean spouse, domestic partner (as defined in affidavit for insurance coverage), parents, children, step-children, brother, sister, parents-in-law, grandchildren and paternal or maternal grandparents. Leaves under this section are concurrent to leaves provided by OFLA.

**11.12 Family Medical Leave.** Employees shall be eligible for approved Family and Medical Leave as required by Oregon Revised Statutes and Federal Statutes.

## **ARTICLE 12 - EDUCATIONAL OPPORTUNITIES**

**12.1** After one (1) year of employment, the City of Beaverton will reimburse an employee for the full cost (100%) of the amount of tuition, for accredited educational courses which provide employees an opportunity for career development with the City or for courses required for a Bachelor's or Associate's degree and electives that are relevant to an employee's career with the City. The maximum reimbursement shall be equivalent to the credit hour rate for comparable coursework at Portland State University. Requests for planned tuition reimbursements must be submitted by January of the prior fiscal year to be guaranteed reimbursement. Reimbursement for part-time employees shall be prorated. Requests not submitted by January will be reimbursed only if there are funds available.

**12.2** The tuition reimbursement must be approved by the department and the Human Resources Director prior to the employee's enrollment in the class. Approval will be contingent on demonstration that training will be of value to the employee in the employee's present job or in a future job with the City in a mutually agreed career path identified in their career development plan. Evidence of satisfactory completion

(minimum of a passing "C" grade or "pass" for pass/fail grading) of the course and receipts for tuition and books must be submitted to the Human Resources Department upon completion of the course to obtain reimbursement. Tuition reimbursement does not imply or acknowledge that hours spent in courses and related are compensable hours worked.

- 12.3 Courses which are only offered during regular working hours may be approved by the Police Chief provided time off can be conveniently arranged and arrangements can be made to make up time off the same work week.
- 12.4 The City will allow time off with pay and will reimburse an employee for the expenses of attending classes, lectures, conferences or conventions when attendance is on an assignment basis with prior approval of the Police Chief.
- 12.5 The cost of textbooks and/or technical publications required for such courses will be reimbursed by the City provided that the material can be used by other employees and the material is not already available to the employee. All materials purchased by the City will be placed in the library for use by other employees.
- 12.6 Employees who resign shall reimburse the City for all educational assistance received pursuant to Section 12.1 in the previous six (6) months. As a condition of receiving reimbursement, an employee shall authorize the payroll deduction to effect the repayment. The City in its discretion may waive the obligation to repay in circumstances such as change of location due to a spouse's employment, a death in the family or similar compassionate reason.

## ARTICLE 13 - HEALTH AND WELFARE

The City will provide each employee the following insurance programs and will contribute towards the costs of Health Insurance premiums for the duration of this Agreement as follows. Eligibility for coverage is subject to employer regulations and applicable law. The City does not recognize domestic partners unless registered subject to applicable law (ORS 106.300 et seq.).

### 13.1 Health and Vision Coverage.

- a. **Kaiser Plan:** Up to June 30, 2019, the City shall provide a Kaiser (HMO) group health insurance plan substantially equivalent to the HMO plan in effect on January 1, 2015. This plan includes an alternative care benefit of \$1,500 maximum, including naturopathic, acupuncture and chiropractic care and a hearing aid benefit for adults of \$1,500 each ear every three (3) years.

Effective July 1, 2019, the City will provide a Kaiser (HMO) group health insurance plan. This plan includes an alternative care benefit of \$1,500 maximum, including naturopathic, acupuncture and chiropractic care and hearing aid benefit. Plan summary is attached to the contract.

- b. **MODA Plan:** Effective through June 30, 2019, the City will continue to provide a P200 group health insurance plan. The plan includes an alternative care benefit of

\$1,500 maximum for naturopathic, acupuncture and chiropractic care and a hearing aid benefit for adults of \$4,000 every three (3) years. The annual vision allowance for the PPO plan will be \$300.

Effective July 1, 2019, the City will provide Plan P500 group health insurance. The P500 plan has a \$500 single/\$1,500 family deductible and a \$1,500 single/\$3,000 family out of pocket maximum (in network). The plan includes an alternative care benefit of 20 visits per year for acupuncture and chiropractic care; and hearing aid benefit. The annual vision allowance for the PPO plan will be \$300. Plan summary is attached to the contract. The P200 is discontinued. Effective July 1, 2019, plan design will include global maternity copay of \$250 and hospital daily copay of \$100 per day up to \$500 per incident.

- c. Beginning January 1, 2018, employees will be responsible for the equivalent of any excise tax incurred by the City on behalf of the employee as imposed by the carrier because of the Affordable Care Act or amendments. Amounts exceeding threshold calculations as provided by the ACA will be collected through payroll deduction.

#### **Premium Cost Sharing:**

- a. **Kaiser Plan:** For the term of this Agreement, the City will continue to pay one hundred percent (100%) of the premium for the Kaiser HMO plan selected by the employee.
- b. **MODA PPO Plan:** For the P200 plan, the City's maximum aggregate monthly contribution for medical insurance (health and vision) will be 95% of the monthly premium for the PPO plan selected by the employee.

Effective July 1, 2019 to June 30, 2020, for the P500 plan the City's maximum aggregate monthly contribution for medical insurance (health and vision) will be 98% of the monthly premium.

Effective July 1, 2020 and for the term of this agreement for the P500 plan the City's maximum aggregate monthly contribution for medical insurance (health and vision) will be 95% of the monthly premium.

- c. City premium contributions for employees who are .5 to .75 FTE will be pro-rated based upon budgeted FTE. Unless changed by law during the course of this Agreement, employees who are .75 FTE or greater will receive the equivalent of full-time FTE medical insurance contributions.
- d. If an employee chooses to obtain group health insurance coverage that requires employee contribution, the employee shall pay the employee contribution through automatic payroll deduction.
- e. A full-time employee (current or new hire) enrolled in an alternate health insurance plan, not provided by the City, who chooses to opt out of a City health insurance plan shall receive a \$300 monthly opt-out allowance, regardless of the coverage plan up to June 30, 2019. Effective July 1, 2019, the opt-out allowance changes to \$250 a month and effective July 1, 2020, the opt-out allowance changes to \$200 a month.

A part-time employee (current or new hire) enrolled in an alternate health insurance plan, not provided by the City, who chooses to opt out of a City health insurance plan will receive a pro-rated allowance based on their FTE. The opt-out allowance is subject to taxation per IRS rules. Under the provisions of the Affordable Care Act, employees whose FTE is .75 or greater shall receive an opt-out amount equivalent to employees who FTE is 1.0.

The employee must demonstrate annually their proof of insurance coverage if they opt out of a City plan. Loss of the other health insurance shall be a life-changing event that will trigger open enrollment for the employee.

**13.2 Dental Insurance.** For the term of this Agreement, the City will provide each member and their dependents with a dental plan. Maximum annual limit will be \$2,500. Orthodontic maximum will be \$1,500. Monthly dental plan premiums are fully paid by the City, regardless of the tier chosen by the employee.

Orthodontic Coverage: Effective July 1, 2019, the City will increase orthodontic coverage from \$1,500 to \$5,000 as provided by the plan.

**13.3 Other**

- a. The City reserves the right to add an optional group health insurance plan at any time during the term of this Agreement. If the premium for this optional group health insurance plan is greater than the highest premium amounts paid by the City, the employee shall pay any premium difference through automatic payroll deduction if the employee elects coverage under this optional group health insurance plan.
- b. After expiration of the current CBA and upon the filing of a final offer, with the Oregon ERB, by either party, the parties agree that the City and employees will equally share any group health insurance premium increase above the then current amount of PPO equivalent premiums the City was paying until such time as an Agreement is reached between the parties.

However, the maximum amount of increase under this provision can be no more than an additional fifty dollars (\$50.00) per represented employee per month.

**13.4 Disability Insurance**

- a. The City will provide a monthly income disability insurance policy for each member providing compensation at 66 2/3% of total monthly base salary after ninety (90) days and continuing until age seventy (70).
- b. Employees will be considered for re-employment when certified as able to perform the essential function of their job by a health care provider and capable to return to the job previously occupied, subject to applicable provisions of law. In accordance with Section 10.5 and when certified by the employee's health care provider as capable of performing temporary limited duty, an employee may be returned to work for temporary limited duty. Temporary limited duty assignments shall be made at the employee's regular salary rate of pay. Regular salary rate of pay will not include hazard or special assignment pay.

- c. Nothing in this section shall be construed to restrict the rights or obligations of the parties with respect to applicable provisions of state or federal law regarding rights of disabled persons or Workers' Compensation.

**13.5 Life and Accidental Death Insurance.** The City will provide each eligible employee with a term life insurance policy in the amount of \$50,000, plus \$81,000 accidental death and dismemberment coverage.

**13.6 Personal Liability Insurance.** The City shall insure, or keep legal reserves in a program of self-insurance, at the option of the City, against the personal liability of employees for damages, excluding punitive damages, resulting from negligent acts or omissions of the employees when acting within the scope of their official employment or duties. Upon request, the City shall defend the employee in any action or proceeding brought against an employee in their official or individual capacity based upon an act or omission occurring within the scope of their employment as an employee of the City.

The above paragraphs shall be in accordance with the law as defined by ORS 30.285 and 30.287.

**13.7** The parties agree that the above insurance benefits are subject to terms contained in the City's agreement with the insurer(s). The City agrees to notify the Association, in writing, should there be any changes in the agreements with the insurer(s) as soon as it receives notice of such changes. Unilateral changes in insurance benefits by the carrier that are beyond the control of the City are not subject to grievance or bargaining. The parties also agree that changes in insurance benefits due to the Affordable Care Act or its amendments are required by law and not subject to bargaining.

**13.8** Employees who retire from the City may opt to continue health insurance plan coverage under the same plan(s) and plan provisions available to regular employees until eligible for Medicare coverage. The retiree shall pay the total monthly rates in effect to continue the coverage. Such payments must be received consistent with COBRA guidelines.

**13.9 Other Contributions**

a. **PEHP:** The City shall continue to provide the Post Employment Health Plan (PEHP) for the benefit of Association-represented employees, subject to IRS regulations. The City shall contribute an amount equal to two percent (2%) of an employee's base salary earnings each pay period to the PEHP.

b. **HRA VEBA:** Effective July 1, 2019, the City will discontinue the Post Employment Health Plan (PEHP). In lieu, the City will provide an HRA/VEBA plan for each employee and will contribute 2% of base pay per pay period for each employee. Employee balances will be transferred from the PEHP to the HRA/VEBA.

c. **Deferred Compensation:** Effective July 1, 2020, the City will contribute two percent (2%) of base pay per pay period for each employee into a deferred compensation plan set up and administered by the City for the benefit of Association-represented employees.

**13.10 Health Insurance Audit and Review Committee (HIARC)**

The City and the Association shall jointly participate in an advisory Health Insurance Audit and Review Committee (HIARC). The goal of the HIARC is to audit, evaluate, assess and find health insurance plans and designs that will provide and/or modify benefits to control the cost of health insurance premiums. Meetings of the HIARC may meet quarterly.

- a. For the City, the HIARC will be comprised of the Mayor's designee, the Human Resources Director, the Finance Director or designee, and a Police Command team member at the rank of Captain or above. For the Association, the HIARC will be comprised of the President, the Vice-President and two (2) other Association represented employees (as selected and designated by the Association). Other City employee representatives may participate as well. The HIARC will meet during regular business hours and employees participating in the HIARC will be compensated at the regular rate of pay while participating in HIARC activities that are approved in advance by the Human Resources Director. Employees participating in HIARC meetings will not be subject to the call-back provisions of this Agreement. Any direct costs and expenses incurred by the HIARC and associated with HIARC activities (i.e. copying, printing, food, travel, etc.) will be paid for by the City upon approval, in advance, by the Human Resources Director.
- b. If the committee reaches consensus on a suggested benefit change or other insurance change, the committee will present the new concept to the City and respective bargaining unit representatives. The parties may, thereafter, reach written agreement on the change, however, the consensus of the committee does not create an obligation to bargain mid-term. The City acknowledges bargaining obligations under ORS 243.698.
- c. The HIARC shall meet no later than January 2020 to begin to engage in a competitive bidding process with the City's agent of record. The results of this bidding process shall be distributed to the bargaining unit.

## **ARTICLE 14 - RETIREMENT**

- 14.1** During the term of this Agreement the City and the Association will continue to participate in the Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, at the present level of participation. The City agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.
- 14.2** The City shall adopt the unused sick leave to increase retirement benefits provision under PERS as provided in ORS 238.350.
- 14.3** The City shall adopt the prior service credit provision under PERS and provided in ORS 238.225.
- 14.4** **Post Retirement Work**
  - a. Beginning July 1, 2008, and every six (6) months thereafter (July 1 and January 1), the City will identify temporary positions which the City anticipates could be filled on

a temporary basis by current employees represented by the Association who have established a firm retirement date which will occur prior to the start date of the temporary position. The list of available positions, position requirements and duration of the identified positions shall be provided to the Association President. Included within these identified positions will be vacant photo radar positions, and any position which the City anticipates could be vacated, which the City elects to fill.

To be considered for a temporary position, the retiring employee must meet the position requirements and apply for the position. If the requirements are met, the selection of the employee will be on a "first-come" "first-served" basis among post-retirement eligible employees.

- b. During the period of time a retired employee is working in a temporary position, the employee:
  - i. Will be paid hourly based on the established salary schedule for the position/classification to which the employee is assigned, excluding certificate and longevity pay; and
  - ii. Will not accrue any earned leave time and may not accrue compensatory time in lieu of actual overtime worked under this Agreement; and
  - iii. Will not be eligible to continue to receive health and welfare benefits, except as otherwise provided pursuant to the provisions of the City's retirement health insurance, COBRA, PERS or by this Agreement for temporary employees; and
  - iv. Will not be authorized to work any extra-duty overtime; and
  - v. Will be at-will employees (no just cause) and will be subject to having their temporary employment terminated at the discretion of the City for any reason without recourse; and
  - vi. Will not be subject to Articles 7, 9 and 24 of the CBA; and
  - vii. Will be exempt from all mandatory training (i.e. firearms, defensive tactics, etc.); and
  - viii. Will comply with Article 6 (Association Security) to the extent that temporary employees, excluding Photo Radar temporary employees, will be members of the Association; and
  - ix. Will be subject to Articles 3, 4, 5, 8, 28 and 29.

#### **14.5 Photo Radar Officers (PROs)**

- a. A person hired as a PRO will be paid hourly based on the salary schedule for a PRO set forth in Appendix A of this Agreement; there shall be no certificate or longevity pay.

- b. PROs will not accrue any earned leave time and may not accrue compensatory time in lieu of actual overtime worked under this Agreement. PROs shall be compensated at the rate of one and one-half (1 1/2) times their base hourly rate of pay for all actual hours worked in excess of forty (40) hours in a seven (7)-calendar-day work week.
- c. The current status quo practice of setting and scheduling PROs to work shall continue.
- d. PROs are not eligible to receive health and welfare benefits as set forth in this Agreement. In addition, PROs are only eligible to receive health insurance, COBRA, and/or retirement contribution benefits through PERS and/or an IAP pursuant to ORS and/or City policy.
- e. PROs will not be authorized to work any extra-duty overtime.
- f. PROs will be limited to no more than one thousand thirty-nine (1039) hours of work per calendar year, and the City shall not use non-BPA personnel to perform PRO work without the prior written agreement of the BPA.
- g. PROs are at-will employees (no just cause) and will be subject to having their employment terminated at the discretion of the City for any reason without recourse.
- h. PROs will not be subject to Article 7, 9 and 19 of this Agreement.
- i. PROs will participate in mandatory training as directed by the City when specific to the photo radar assignment and/or as mandated by law.
- j. PROs will comply with Article 6 (Association Security) to the extent that Photo Radar employees will be dues paying members of the Association at a rate of dues determined by the Association.
- k. PROs will be subject to Articles 3, 4, 5, 8, Section 24.1, 28 and 29 and will have the right to an Association representative in any disciplinary investigation. Neither the disciplinary process nor the result of that process shall be subject to the CBA grievance process by the BPA or the affected PRO.
- l. PRO work may be performed by any sworn police officer or Sergeant of the Police Department. PRO work may be designated by the City as a light-duty assignment option.

#### **14.6 Provisional Background Investigators (PBIs)**

- a. A person hired as a PBI will be paid hourly based on the police officer salary schedule, Appendix A, of this Agreement. A Provisional Background Investigator shall not be paid at more than step six (6) of the police officer salary schedule; there shall be no certificate or longevity pay.
- b. PBIs will not accrue any earned leave time and may not accrue compensatory time in lieu of actual overtime worked under this Agreement. PBIs shall be compensated at the rate of one and one-half (1 1/2) times their base hourly rate of pay for all actual hours worked in excess of forty (40) hours in a seven (7)-calendar-day work week.

- c. The current status quo practice of assigning and scheduling PBIs to work shall continue.
- d. PBIs are not eligible to receive health and welfare benefits as set forth in this Agreement. In addition, PBIs are only eligible to receive health insurance, COBRA, and/or retirement contribution benefits through PERS and/or an IAP pursuant to ORS and/or City policy.
- e. PBIs will not be authorized to work any extra-duty overtime.
- f. PBIs will be limited to no more than one thousand thirty-nine (1039) hours of work per calendar year, and the City shall not use non-BPA personnel to perform PBI work without the prior written agreement of the BPA.
- g. PBIs are at-will employees (no just cause) and will be subject to having their employment terminated at the discretion of the City for any reason without recourse.
- h. PBIs will participate in mandatory training as directed by the City when specific to the background investigation assignment and/or as mandated by law.
- i. The terms of this Agreement shall not apply to PBIs except as specifically listed below:
  - i. Article 3 – Non Discrimination
  - ii. Article 4 – Peaceful Performance of City Services
  - iii. Article 5 – Productivity
  - iv. Article 6 – Association Security. To the extent that Provisional Background Investigation employees will be dues paying members of the Association, at a rate of dues determined by the Association.
  - v. Article 19 – Discipline and Discharge. To the extent that PBIs will have the right to an Association representative in any disciplinary investigation. Neither the disciplinary process nor the result of that process shall be subject to the CBA grievance process by the BPA or the affected PBI.
  - vi. Article 20 – Grievance Procedure; however, PBIs have no just cause protection.
  - vii. Article 28 – Substance Abuse Policy
  - viii. Article 29 – Legal Fees

#### **14.7 Police Intern**

Police Intern positions are recognized as irregular seasonal or part-time positions as described in Article 1 and defined in Article 31 of the CBA. These part-time positions will not be regularly scheduled to work more than twenty (20) hours in any seven (7) calendar day work week:

- a. The Police Intern classification is represented by the Association; and
- b. Persons hired as a Police Intern will be paid an hourly rate of \$12.00 per hour, and will be adjusted upwards upon the percentage increase(s) as set forth in Article 25 of the CBA; however, Police Interns shall not be eligible for certificate or longevity pay; and
- c. Police Interns will not accrue any earned leave time. In addition, Police Interns may not accrue compensatory time and will be paid at a Police Intern's regular overtime rate of pay for all hours worked in excess forty (40) hours in a work week; and
- d. Police Interns will not be eligible to receive health and welfare benefits, except as otherwise provided pursuant to the provisions of the City's policy for temporary part-time employees who work less than twenty (20) hours per work week, the City's retirement health insurance, COBRA and/or PERS; and
- e. Police Interns will not be authorized to work any extra-duty overtime; and
- f. Police Interns will be limited to no more than 1039 hours of work per calendar year, and the City shall not use non-Association personnel to perform Police Intern work without the prior written agreement of the Association; and
- g. Police Interns will be at-will employees (no just cause) and will be subject to having their employment terminated at the discretion of the City for any reason without recourse; and
- h. Police Interns will not be subject to Articles 7, 9 and 19 of the CBA; and Police Interns will be exempt from all mandatory training (i.e. firearms, defensive tactics, etc.); unless the mandatory training is specific to the Police Intern assignment and mandated by law or required by the City; and
- i. Police Interns will comply with Article 6 (Association Security) to the extent that the employee may be a dues paying member of the Association or participate in a "fair share agreement" at a rate of dues determined by the Association; and
- j. Police Interns will be subject to Articles 3, 4, 5, 8 and 28 and will have the right to an Association representative in any discipline investigation. Neither the disciplinary process nor the result of that process shall be subject to the grievance procedure.
- k. The City reserves the right to suspend or discontinue the Police Intern program at any time with thirty (30) days' written notice to the BPA.

**ARTICLE 15 - VACATIONS**

**15.1** The employee shall be credited with fifty-two (52) hours of vacation leave at six (6) months; thereafter, the employee shall accrue vacation leave, based upon paid hours, as follows:

<u>Accum. Length of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Year</u>
6 months - 59 months	4.00	104

Starting at 60 months	5.54	144
Starting at 120 months	6.46	168
Starting at 180 months	7.38	192
Starting at 240 months	8.31	216

Effective January 1, 2020, the above accruals change to the following:

<u>Accum. Length of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Year</u>
6 months - 71 months	4.9231	128
Starting at 72 months	6.4631	168
Starting at 132 months	7.3831	192
Starting at 192 months	8.3031	216
Starting at 252 months	9.2331	240
Starting at 300 months	10.1562	264

Vacation leave accruals shall be prorated for part-time employees based on hours paid.

- 15.2** Employees shall be allowed to accumulate accrued vacation up to a maximum of two (2) times the annual accrual rate. Employees shall be expected to schedule vacations as necessary to maintain a balance within the above limitations. When the staffing requirements of the City do not permit the scheduling of a vacation in order to reduce the balance, accruals beyond the maximum will be granted for a maximum of ninety (90) days following the date on which the maximum accumulation was reached, thereafter, any remaining overage is forfeited.
- 15.3** An employee may elect to be paid for accumulated vacation according to the following criteria and conditions:
- a. The employee must have at least one hundred twenty (120) hours of accrued vacation.
  - b. The employee must be scheduled to take an amount of vacation equal to that cashed out within thirty (30) days of the conversion.
  - c. Sufficient budgeted funds are available.
  - d. The maximum that can be converted to cash is one third (1/3) of the accumulated balance but in no event more than eighty (80) hours in the fiscal year.
  - e. These criteria shall be prorated for part-time employees.
  - f. Requests for vacation payments will be paid in the next pay period so long as sufficient advance written notice is provided to the City from the employee.

## **ARTICLE 16 - HOLIDAY COMPENSATION**

- 16.1** In lieu of paid holidays: Employees whose assignments do not observe holidays normally observed by the City will receive an additional eight (8) hours of pay, paid in the first paycheck of each month. At the employee's option, the employee may instead

accrue four (4) hours and receive pay for four (4) hours. The maximum accrual limit shall be one hundred (100) hours. (The one hundred (100)-hour maximum applies to a combined accrual bank for compensatory and holiday-in-lieu hours.) Holiday compensation accrual shall be prorated for part-time employees. Employees may later elect to take time off consistent with Article 9.10.b., *Compensatory Time*.

- 16.2** Employees who are assigned work schedules which observe regular City holidays, as identified by the City, in Training, Inventory, Property Control, PIO, CID, CSO, and Police Technician shall be paid for those holidays at eight (8) hours per holiday following the pay period in which the City holiday occurs if the employee is on paid status in the employee's assigned work day immediately before and after the City holiday. In order to provide equity with the holiday accruals provided in Section 16.1, employees under Section 16.2 will also accrue 0.62 hours for each eighty (80)-hour pay period in such assignment if on paid status for the pay period.

Holiday accruals for part-time employees shall be prorated. If an employee is on unpaid status for any part of the eighty (80)-hour pay period then the employee shall accrue a prorated amount equal to the prorating of paid hours to the eighty (80) hours in the pay period.

- 16.3** Any day designated as a special holiday by the President of the United States, the Governor of the State of Oregon, or the City of Beaverton which results in the other City employee groups receiving a paid holiday shall be compensated by eight (8) hours extra pay.
- 16.4** For the term of this Agreement, if a holiday as defined in the current CBA falls on an employee who works the 9/80 work schedule regularly scheduled day off, the employee will receive the holiday day off as an additional day off of the employee's choosing with pay, during the pay period that the holiday occurred.

## **ARTICLE 17 - PERSONNEL FILES**

- 17.1** Each employee shall have the right, upon request, to review and obtain copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the City. The official personnel file shall be maintained in the Human Resources Department.
- 17.2** An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file. An employee shall not be required by the City to forward or to provide a copy of the employee's response to anyone outside the Human Resources Department in order for the employee's response to be placed in the employee's personnel file.
- 17.3** Written warnings shall become a part of the employee's personnel file. Documentation of oral warning shall not be placed in the employee's personnel file but may be retained by the supervisor in a file at the department level. Any employee receiving a written warning may respond to the warning in writing and the response shall be attached to it for whatever period of time the warning remains in the employee's personnel file.

Written warnings shall remain in an employee's file no longer than one (1) year unless there is a repeat of the same offense or offense of the same category within one (1) year of the imposition of the written warning.

- 17.4** A written reprimand is official notice to the employee that their performance or behavior is seriously below standard and that continuation will subject him to more serious disciplinary action, including discharge. A reprimand should not be issued until after the employee has been informed of the charges against him. Any employee receiving a written reprimand may respond to the reprimand in writing and the response shall be attached to the reprimand. The reprimand and written reply becomes a part of the employee's personnel file. The written material which becomes part of the employee's personnel file shall be removed at the end of an eighteen (18)-month period from the date the reprimand was imposed unless there is a repeat of the same offense or offense of the same category.
- 17.5** Each employee shall read and may sign any written material that is placed in their personnel file, including performance appraisals, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. Refusal by an employee to sign shall be documented by the City on the written material at issue.

## **ARTICLE 18 - SENIORITY AND PROBATIONARY PERIOD**

- 18.1** Seniority shall be the total regular service by the employee in the employee's current classification and classifications within the Department within the bargaining unit higher than the employee's present position. Continuous service for seniority purposes shall be broken by a resignation or job abandonment, termination for cause, layoff for more than twenty-four (24) months, or violation of the terms of a leave of absence. For the purpose of vacation accrual, seniority shall be the total length of continuous service with the City. Seniority shall not accrue during unpaid leaves of absence of more than sixty (60) days.

Seniority for newly hired police officers shall be determined in the following manner:

Lateral officers—First in seniority. If more than one lateral is hired, their seniority will be determined based on years of sworn, full-time law enforcement experience from a recognized law enforcement agency (the state of the previous agency is not a consideration).

Reserve officers—Second in seniority. If more than one reserve is hired, then preference will be given to the most tenured reserve. Beaverton reserves will be given preference over sworn reserves from other agencies.

Military Personnel—Honorably discharged military veterans or current reservists will be given third priority.

Other current City of Beaverton Employees.

Entry level—Last in seniority. If more than one entry level is hired, their seniority will be determined based on rank order of testing process to include: written exam, oral board and physical ability test.

## 18.2

- a. **New Hires:** An employee hired for a sworn position, who has to obtain a basic certification from DPSST, shall serve an initial probationary period of eighteen (18) consecutive months. An employee hired for a sworn position, who is either a lateral employee or who can obtain a basic certification from DPSST through the equivalency academy, shall serve an initial probationary period of twelve (12) consecutive months. An employee hired for a non-sworn position or a Community Services Officer position shall serve an initial probationary period of twelve (12) consecutive months. Unpaid leaves of absence shall not be credited toward completion of an initial or promotional probationary period, subject to applicable law. During the probationary period, a new employee may be discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure.
- b. **Promotional Hires:** A promoted employee shall serve a probationary period of twelve (12) months. However, a non-sworn employee and a Community Service Officer promoted to a sworn position shall serve a promotional probationary period of eighteen (18) months. During the promotional probationary period an employee may be returned to the former classification at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. In the latter event, an employee who is returned to his former classification shall not be discharged or disciplined without just cause.

**18.3** The City will provide the Association President with a seniority list of members within thirty (30) days of the execution of this Agreement and within thirty (30) days following any staff changes.

**18.4** An employee in the bargaining unit shall lose all seniority credits upon termination of their employment with the City except by reason of staff reduction or layoff.

**18.5** Vacation preference scheduling shall commence immediately after the completion of yearly shift scheduling as outlined in Subsection 18.8, Shift Bidding Process. Preference in vacation scheduling shall be by seniority, provided requests are submitted by February 1st of each year. Requests submitted are for the entire calendar year. Such exercise of seniority shall be limited to one (1) vacation selection of a continuous block of time in each calendar year.

**18.6** **Seniority Days Off.** The City shall establish a shift schedule with prescribed days off for each classification and assignment within the bargaining unit. Preference in days off shall be by seniority on each shift. Whenever two (2) employees within the same classifications assignment are assigned to the same work schedule, the employee with the most seniority shall have preference in selecting days off.

**18.7** There shall be three (3) shift changes per year, each beginning the first Sunday of the months of January, May and September. The City shall determine the work schedules,

the number of persons to work a given shift and the days off allowed per shift for a twelve (12)-month period. The determination of need for minimum staffing in any division that has work schedule shifts that bid by seniority (i.e. K-9, Traffic, Patrol and Records) is at the sole discretion of the City. Shifts will be selected by seniority as outlined in the shift bidding process, Section 18.8. Seniority shall be defined as in Section 18.1.

- 18.8 Shift Bidding Process.** Prior to bidding, the Department will provide the schedule including shift minimums for bidding by October 15<sup>th</sup>. The bidding process for shifts will begin no later than November 1st of each year at which time the list of available shifts/days off (shift slots) for each division will be circulated. The shift/days off (shift slots) for each division will be bid in order of seniority beginning with the most senior employee in that division through the least senior employee until all shift slots for each division are filled. The bidding process will be completed no later than December 1 of each year. The upcoming twelve (12)-month schedule will be posted no later than December 15 of each year. The shift/days off selection process will be coordinated between representatives of the City and the bargaining unit each year. District assignments are not part of the process.
- 18.9** Each officer subject to the shift bidding process above shall serve at least one shift rotation in other shifts in forty-eight (48) months. If they fail to accomplish this with their seniority selections, the City shall make such assignments in the appropriate annual bid selection before it is posted as official. This requirement shall not be subject to the grievance procedure.
- 18.10** The City shall assign a new recruit to a recruit training schedule during his first eighteen (18) months of service.
- 18.11** Between regular shift rotations, the Chief or their designee may, for good cause and based upon a good faith analysis of operational and/or personnel needs of the Department, reassign employees to a different shift. Employees involved shall receive at least seven (7) calendar days' notice prior to such reassignments, unless precluded by an emergency; however, probationary employees who are assigned with a Field Training Officer shall receive at least forty-eight (48) hours written notice prior to such reassignments. Employees involved shall be afforded the opportunity to discuss the matter with the Chief and invoke the grievance procedure if they are not satisfied with explanations. Such grievance procedure shall not affect or delay the employee's compliance with the Chief's action.
- 18.12** The Chief, for "extreme personal reasons of an employee," may with at least seven (7) calendar days' written notice, and at their sole discretion, transfer the employee from one (1) shift assignment to another in exchange for the least senior employee on the other shift. Prior to transferring the employee from one (1) shift to another, the Chief may request, from another shift, a volunteer to replace the employee. If no volunteer is found, the Chief may then transfer the least senior employee on the other shift. This action shall not be grievable, but if, after consultation with the Chief, the employee to be replaced wishes to challenge the exchange, they may request if that the opinion of an outside neutral concurs with the desirability of such action before such transfer. If the neutral does not concur, then the transfer shall be abandoned.
- 18.3 Seniority Shift Re-Bids and/or Mid-Shift Placements**

- a. An employee, who voluntarily leaves a special assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot (days off/shift) by the Department based upon a good faith analysis of operational and/or personnel needs of the Department.
- b. An employee who is removed from a special assignment or whose special assignment position is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot (days off/shift) that the employee would have been able to bid into during the Annual Shift Bid. In practice this is commonly referred to by the parties as "mirroring a slot." Such placement shall not waive the parties' rights in Section 18.11.
- c. Re-Bidding. If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

**19.1 Discipline.** Discipline may include but not be limited to oral or written warnings or written reprimands, suspension, or in lieu of suspension a temporary reduction in pay (if requested by the employee and agreed to in writing by the Association and the City), demotion and termination. Non-probationary employees shall not be warned, given a written reprimand, suspended, reduced in pay, demoted or discharged except in good faith for just cause nor shall any such employee be warned, reprimanded, suspended, reduced in pay, demoted or discharged arbitrarily or for political, religious, racial or other discriminatory reasons. All disciplinary action imposed upon an employee, except oral or written warnings or reprimands, may be challenged through the grievance procedure. All discipline shall be done in a manner that will not embarrass the employee before other employees or the public.

### **19.2 Internal Investigation Procedures Involving Discipline of an Economic Nature.**

- a. Definition. For purposes of these procedures, "Discipline of an Economic Nature" is defined as a suspension, reduction in pay, demotion or dismissal.
- b. Advance Notice. Prior to any internal investigation which could result in discipline of an economic nature, any employee concerned shall be notified in writing not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four (24)-hour notice in writing. The notice shall include the alleged violation and the policy, procedure or law allegedly violated, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association. Such consultation shall not unreasonably delay the interview.

c. The Interview.

- i. The interview shall be conducted at a City facility unless mutual agreement of the parties or the particular circumstances of the situation require another location.
- ii. Any interview of an employee normally shall be when he/she is on duty, unless the serious nature of the investigation dictates otherwise or by mutual agreement.
- iii. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to him/her, and may have an Association representative and/or Association attorney present to witness the interview and assist him/her.
- iv. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. During the questioning the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
- v. If the interview is recorded by the City, the employee shall be provided with a copy of the recording upon request or the employee may record the interview at their own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy, at no expense to the employee, as soon as practical, or before any subsequent interview of the employee is scheduled.
- vi. The employee may be required to answer any questions involving criminal or non-criminal 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.
- vii. It shall be unlawful for any person, firm, corporation of the State of Oregon, its political subdivisions or municipal corporations to require any employee covered by this Agreement to take or be subjected to any polygraph or any polygraph type examination as a condition of continued or continuous employment.

d. Pre-Disciplinary Hearing. The City shall:

- i. Provide the affected employee and the Association an informal opportunity to respond to the charges verbally or in writing, at least five (5) working days after receiving the information listed in Section 19.2(d)(ii) and (iii) below.

The opportunity to respond may occur at a meeting conducted and presided over by the Police Chief or the Chief's designee with authority to impose the proposed disciplinary action. The meeting shall be informal but sufficient to assure the employee and the Association a full opportunity to be heard, respond to the charges, and have the employee's and the Association's responses considered prior to the imposition of discipline.

- ii. Notify the employee and employee's Association representative, in writing, of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules and regulations which allegedly have been violated, and provide a copy of the investigation and all documentation upon which the intent to discipline is based, provided that the City need not provide duplicate documentation to both the employee and the employee's Association representative; and
- iii. State the maximum range of discipline that is being considered.

In any meeting with the employee, where discipline is being considered, the employee shall be entitled to Association representation.

After the informal opportunity to respond listed in Section 19.2 (d) (i) above, the Police Chief or his/her designee will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate. A copy of the decision shall be provided to the employee.

Only the Association shall have the right to take up a disciplinary grievance utilizing the grievance procedure.

**19.3 Use of Deadly Force Situations.** Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative and with Association Counsel shall not unduly delay the giving of the statement.

**19.4 Notice of Tort Claims or Other Potential Adverse Actions.** When the City's Risk Manager receives any tort claim or other potentially adverse action in which an employee represented by the Association is named as a "defendant" (or similarly situated actor), the City shall provide, within five (5) business days, copies of the written claim documentation to the employee. If a subsequent lawsuit is filed, the employee will be contacted by a City representative to discuss defense of the claim.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

**20.1** The parties agree that prior to filing a grievance, the employee or the Association will attempt to resolve the grievance informally at the lowest level possible. In the event the matter cannot be settled in this fashion, the parties shall document in writing the informal process used and the parties agree that any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be

settled in the following manner and shall be the exclusive means for resolving such disputes:

- 20.2 Step 1.** The Association, or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fifteen (15) calendar days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include: (1) a statement of the grievance and relevant facts; (2) provision of the Agreement violated; and (3) remedy sought. The supervisor shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance with a copy to the Association.
- 20.3 Step 2.** If the grievance remains unadjusted, the grievance may be submitted to the Police Chief within ten (10) calendar days from the supervisor's response. The Police Chief shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance, with a copy to the Association.
- 20.4 Step 3.** If the grievance remains unadjusted, the grievance may be submitted to the person designated by the Mayor within ten (10) calendar days. The Mayor's designated representative shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance, with a copy to the Association.
- 20.5** A meeting shall be held at any step in this procedure at the request of either party. Employees shall be entitled to Association representation and/or Association Counsel at any meeting and the City shall be entitled to designate its representative or representatives at this meeting.
- 20.6 Step 4.** If the grievance is not resolved at Step 3, the Association may refer the grievance to arbitration by written notice to the City within ten (10) calendar days from the date a response is submitted or due at Step 3, whichever occurs first. If the parties cannot agree to the arbitrator within ten (10) calendar days, they shall be chosen in the following manner:
- a. A list of nine (9) names of arbitrators with principal offices in Oregon/Washington shall be requested from the Employment Relations Board and the parties shall alternately strike one (1) name from the list, until only one (1) is left. The order of striking shall be determined by a coin flip with each party alternatively striking a name from the list until there is one (1) remaining name, who shall be the arbitrator.
  - b. The arbitrator shall render a decision within thirty (30) days of the close of the arbitration. The decision of the arbitrator shall be binding on both parties.
  - c. The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration.
  - d. The arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement and shall have no authority or jurisdiction to add to or revise the Agreement of the parties.

- 20.7** Any time limits specified in the grievance procedure may be waived by written mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will automatically move the matter to the next step in this procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.
- 20.8** Up to two (2) Association representatives shall be permitted to attend any PECBA hearing without loss of pay if such hearings occur during their respective on-duty periods. Employees who may be called as witnesses to the PECBA hearing shall also be permitted to testify at the hearing without loss of pay if the giving of testimony occurs during an employee's on-duty period. The parties shall reciprocally identify the employees they intend to call as witnesses at the PECBA hearing at least seventy-two (72) hours prior to the hearing to insure shift coverage.

## **ARTICLE 21 - ASSOCIATION BUSINESS**

- 21.1** Association representatives shall be allowed access to employee work locations for the purpose of processing grievances or contacting members of the Association.
- 21.2** Such representatives shall not enter any work location without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

## **ARTICLE 22 - SPECIAL CONFERENCES**

- 22.1** Special conferences for purely department/employee related matters may be arranged between the Association representative and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) official Association members may be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.
- 22.2** **Professional Police Organization Attendance.** It is jointly recognized that participation by not more than one (1) designated representative in a purely professional police organization, such as Oregon Council of Police Associations, is desirable and that attendance at regularly scheduled official meetings, not to exceed six (6) per year, may be scheduled under this Article.

## **ARTICLE 23 - AGREEMENT RENEWAL SESSIONS**

- 23.1** Not more than four (4) on-duty employees, comprised of the Association President and no more than three (3) other on-duty employees shall be permitted to attend negotiating meetings with the City without loss of pay relative to securing Agreement renewal. The

dates, times and places for these negotiating sessions will be established by mutual agreement between the parties.

- 23.2** The members of the negotiating team shall be allowed one (1) hour preparatory time prior to negotiating sessions when necessary.

## **ARTICLE 24 - UNIFORM ALLOWANCE AND CLEANING**

- 24.1** The City will provide the basic uniform and required leather/nylon gear to new employees required to wear a uniform. Employees presently employed shall be provided any replacements or additions to the present uniform and leather/nylon gear which may be required by the City. Present employees shall be provided leather/nylon gear when their existing leather gear wears out. Present employees who wish to replace leather gear with nylon gear may do so at their own expense. The City will pay up to the cost of the specific item being replaced (e.g. holster, belt) because it is worn out.
- 24.2** Detective Clothing Reimbursement: The assignments of Detective and Detective Sergeant necessitate the need for business attire for work related use. Annually, the City will provide a clothing allowance for Detectives and Detective Sergeants of seven hundred fifty dollars (\$750.00), subject to applicable withholdings. Employees shall be paid a pro-rated share when they are assigned to plain clothes during the fiscal year.
- 24.3** All uniform employees will be provided and wear the same uniform and equipment.
- 24.4** Effective the month following execution of this agreement, all employees covered by this Agreement shall receive thirty-five (\$35) each month to cover the cost of cleaning of uniforms and/or clothing required for the performance of the employee's job. Such payments will be made quarterly.
- 24.5** Reimbursement for personal property worn or carried during the course of employment will be governed by the City policy in place as of the execution of this Agreement.
- 24.6** Equipment Allowance: Effective the second payroll period of July 2019, each sworn law enforcement employee will receive \$150.00, subject to applicable withholdings, intended for the purchase of duty related items. Payment will be paid in a normal paycheck.
- 24.7** Footwear: For each employee, an employee may receive a reimbursement of up to \$150 during the term of this agreement for the purpose of duty related footwear. This provision is a non-precedent setting value specifically negotiated for this agreement based on current circumstances.
- 24.8** Reimbursement: Employees must submit a receipt for reimbursement within 30 days of purchase. The City will make payment within 60 days of receipt to be paid in regular payroll.
- 24.9** Replacement/Ownership: All replacement costs, for loss or negligent damage to the equipment, will be the responsibility of the employee, unless equipment is lost or damaged as a direct result of work-related activity through no fault of the employee. Ownership of the equipment remains with the employee.

## ARTICLE 25 - WAGES AND SALARIES

- 25.1** Effective the month following execution of this agreement, the base salary rates in effect on June 30, 2018, for all classifications shall be increased by an amount of 1.5% and an additional amount as noted below on the following dates, with corresponding increase in all steps of the salary schedule:

January 1, 2019	1.5%
July 1, 2019	1.5%
January 1, 2020	2.0%
July 1, 2020	1.5%
January 1, 2021	1.5%
July 1, 2021	1.5%
January 1, 2022	1.5%

Employees employed on execution date of this agreement will receive retroactive pay as a one-time payment. The payment will be based on a 1.5% (COLA) of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period which includes July 1, 2018 (which is Pay Period 14 beginning June 24, 2018) and based on a 1.5% (COLA) of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the pay period which includes January 1, 2019 to the execution date by both parties. Any new incentives or add-to-pays to this agreement are not included in this payment. The City will make best efforts to make retroactive payment within 60 days of execution of this agreement.

Effective the month following execution of this agreement, the classification of Police Inventory Control Specialist will be eliminated. The current employee will be reclassified to Police Support Specialist. The duties of Inventory Control Specialist will be integrated into Support Specialists as assigned.

- 25.2** Employees shall be eligible for an increase upon completion of six (6) months of service in the beginning two (2) steps in the salary range. Thereafter, employees will receive increases after twelve (12) months at each step when the employee has performed satisfactorily. Eligibility dates for step increases shall be based on the employee's last date of hire as a probationary employee within the bargaining unit in a regular position of the City of Beaverton. Eligibility dates shall be adjusted by any unpaid leave of absence of one (1) full pay period or more.

Management may hire employees with prior directly related experience at an advanced step in the salary range commensurate with their former qualifications and experience salary and qualifications. Once appointed, their eligibility dates shall be consistent with the schedule described above.

- 25.3** Longevity for Non-Sworn employees: Employees in non-sworn classifications who have (15) years of continuous City service are eligible for a premium incentive of 5% of base pay paid per payroll period.
- 25.4** Whenever an employee is promoted to a position higher than the employee's present position the employee shall be appointed at the first step in the range of the new position

that would give the employee at least a five percent (5%) salary increase unless the next higher step is the top step in the higher range.

## **25.5 DPSST Certification Premium Pay.**

- a. Regular employees in sworn and certifiable positions who satisfy and continue to satisfy all of the requirements specified below shall receive certification premium pay as described in the following sections.
  - i. The employee must have completed the probationary period;
  - ii. The employee must provide the City in writing proof of receipt of the certification. The effective date for receipt of the certification premium pay will be the first of the pay period following receipt by the City of the proof of receipt of the certification from the employee.
  - iii. Once the employee has complied with Sections 25.5 i and ii, above, the effective date for receipt of the certification premium pay will be the first day of certification eligibility following the employee's application submission to DPSST, so long as DPSST determines the employee's application makes the employee eligible for the DPSST Certification. If necessary, the City will implement and pay the DPSST Certification premium to the employee retroactively.
- b. Employees in DPSST certified positions who satisfy and continue to satisfy all of the above requirements and possess an Intermediate Certificate from DPSST shall receive premium pay equal to three percent (3%) of the base salary rate.
- c. Employees in DPSST certified positions who satisfy and continue to satisfy all of the above requirements and possess an Advanced Certificate from DPSST shall receive premium pay equal to six percent (6%) of the base salary rate.
- d. Employees in Sergeant positions, who satisfy and continue to satisfy all of the above requirements and possess an Advanced Certificate from DPSST shall receive premium pay equal to three percent (3%) of the base salary rate.
- e. Employees in Sergeant positions, who satisfy and continue to satisfy all of the above requirements and possess a Supervisor Certificate from DPSST shall receive premium pay equal to six percent (6%) of the base salary rate.
- f. Certification premium pays are not cumulative. The maximum certification premium pay that can be received is six percent (6%) of the base salary rate. Employees who are receiving longevity pay are not eligible for certification premium pay.

## **ARTICLE 26 - SPECIALTY ASSIGNMENTS**

The Department may utilize Specialty Assignments that include particular duties of a classification that are assigned by the Department to a specific employee.

**26.1 Motorcycle Officers.** The parties recognize that the assignment of Motorcycle Officer requires specialized skills and training. Employees assigned as a Motorcycle Officer will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

**26.2 Canine Officers.** The parties recognize that the assignment of Canine Officer requires specialized skills and training. Employees assigned as a Canine Officer will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

An Officer assigned to the canine program is responsible for the routine care of their animal. Each canine officer will be assigned a K-9 take-home vehicle to transport their police K-9 from their residence to work. The parties have evaluated the time needed for routine care, inclusive of feeding and grooming, and have determined that 30 minutes per day is reasonable and sufficient to meet those responsibilities. At the discretion of the agency, the employee may be relieved from duty for the equivalent of 3.5 hours per work-week to offset this time or be assigned a full shift and receive additional compensation for those 3.5 hours beyond their regularly scheduled shift.

**26.3**

a. **Detectives.** The parties recognize that the assignment of Detectives requires specialized skills and training. Employees assigned as a Detective will receive a premium of five percent (5%) of base salary rate paid every pay period for the first six (6) full calendar months of the assignment. The employee will receive a premium of ten (10%) of base salary rate paid every pay period thereafter. The Detective unit will maintain a list of Detectives who will voluntarily make themselves available for weekend off-duty coverage.

b. **Detective Sergeant.** The parties recognize that the assignment of Detective Sergeant requires specialized skills and training. Employees assigned as a Detective Sergeant will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

**26.4 Field Training Officer/Police Records Specialist Trainer.**

The parties recognize that the assignment of Field Training Officer (FTO) and Police Records Specialist Trainer (PRST) requires specialized skills and training. Employees assigned as a FTO/PRST will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

a. Bargaining unit personnel, other than a field training officer or designated police records specialist trainer, formally assigned by the supervisor to train a probationary employee or an employee entering a new assignment, will receive a premium of five percent (5%) of base salary rate while engaged in the assigned training activities for the duration of such assignment. This provision also applies when employees in specialty assignments are assigned to train a probationary employee. The five percent (5%) shall be payable for the entire work day, even when the training has only occurred for a part of the work day. When no training occurs on a work day, the five percent (5%) shall not be payable.

- b. A police officer or police records specialist, who is formally assigned by the City, to train newly hired recruit police officers as a "Temporary Field Training Officer," will receive a premium of five percent (5%) of base salary rate for a period not less than six (6) months. Upon completion of the six (6) month Temporary Field Training Officer assignment, upon mutual agreement between the City and the employee, the employee may be extended, on a month-to-month basis, in the position. Once the six (6) month assignment as a Temporary Field Training Officer has ended, the employee will no longer be compensated the five percent (5%) premium, unless the assignment is extended by mutual agreement between the City and the employee. Temporary FTO assignments and any extensions of temporary FTO assignments shall be documented in writing.

#### **26.5 Public Information Officer (PIO).**

The parties recognize that the assignment of PIO requires specialized skills, training and character. A police officer or Sergeant who has been assigned as a PIO will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

There shall always be at least one (1) primary PIO. In addition, there shall always be at least one (1) back-up PIO.

The primary PIO and the back-up PIO shall coordinate a coverage schedule so that during at least two (2) weekends per month, the back-up PIO shall relieve the primary PIO of all PIO duties and responsibilities.

Compensation for a back-up PIO shall be five (5) hours of compensatory time every month. In addition, when the primary PIO is on paid or unpaid leave for forty (40) or more hours (or the equivalent of at least one (1) work week), a back-up PIO will serve as the primary PIO and receive a premium of five percent (5%) of base salary rate paid for all hours worked as the primary PIO.

- 26.6 For the purpose of step increases (Section 25.2), all time worked in assignments shall be time worked in the employee's regular classification.

- 26.7 **Bilingual Pay.** The City has a Language Access Policy that identifies foreign languages that may be beneficial for operational need. The City may also consider other languages not listed in the Policy as determined by the City. Employees who are assigned in writing by the City to use their bilingual skills for languages referenced in the policy will receive a premium incentive of 3% of base salary rate paid every pay period of the assignment. The assignment is based on operational need. The employee must pass a proficiency test, as provided by the City, before the City will assign bilingual duties.

- 26.8 **Senior Training Officer.** The parties recognize that the assignment of Senior Training Officer requires specialized experience and training. Employees assigned as a Senior Training Officer will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

**26.9 Tactical Negotiations Team (TNT).** The parties recognize that the assignment to TNT requires specialized skills and training. Employees assigned to TNT will receive a premium of five percent (5%) of base salary rate paid every pay period of the assignment.

**26.10 Crisis Negotiation Team (CNU).** The parties recognize that the assignment to CNU requires specialized skills and training. Employees assigned to CNU will receive a premium of five percent (5%) of base salary paid every pay period of the assignment.

## **ARTICLE 27 - LAYOFF AND RECALL**

**27.1 Layoff.** A layoff is defined as a separation from the City due to the elimination of positions in a classification and does not reflect discredit on an employee. When the City determines to lay off employees, the following procedures shall apply:

The City shall determine the specific position(s) in a classification to be vacated. A layoff list shall be prepared based upon the seniority of the employee. For the purpose of layoff, seniority shall be determined as described in Article 18.1.

The employee who is lowest on the layoff list shall be given a written notice at least fifteen (15) calendar days before the effective date of the layoff stating the reasons for the layoff and the options available to the employee.

A copy of the layoff notice shall be forwarded to the Association. The employee shall have five (5) calendar days from the actual receipt of the letter to notify the City of the employee's options. The options available are:

- a. Accept the layoff, or
- b. Bump an employee in an equal or lower classification where the employee has more seniority and where the employee can perform the work without further training.

If the employee chooses to bump an employee in a lower classification, the employee who is lowest on the layoff list shall be bumped. The bumping employee shall be paid at the step closest to the employee's current salary.

**27.2 Recall.** Employees who were laid off or who bumped other employees shall be placed on a recall list. No position(s) for which a recall list exists shall be filled until the recall list has been exhausted. If a recall list exists for a promotional position, the recall list must be exhausted before a promotion can be made. Employees shall be placed on the recall list in inverse order of their position on the layoff list.

If an employee is offered a position from the recall list, the employee shall have the right to refuse the recall once. The employee shall have five (5) calendar days from the actual receipt of an offer of recall to notify the City of the employee's decision. Upon a second refusal, the employee's name will be removed from the recall list. Except for the second refusal of a position, the employee's name may remain on the recall list for twenty-four (24) months.

## **ARTICLE 28 - SUBSTANCE ABUSE POLICY**

### **28.1 Policy and Defined Terms**

- a. The City and the Association are committed to maintaining a safe and healthy workplace for all employees by identifying the misuse of alcohol and controlled substances assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of substance abuse will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions. This policy is congruent with Department and City policy.
- b. For purposes of this Article only, the term “controlled substance” shall mean: Substances so designated in accordance with the Federal Controlled Substance Act (21 USC 812) or Oregon Revised Statute 475.005 (6), excluding any substance lawfully prescribed for the employee’s use. Due to Federal law, marijuana is defined as a controlled substance for the purpose of this Article, regardless of whether the marijuana was for medical or recreational use.
- c. The City will maintain an Employee Assistance Program (EAP) at no additional cost to the employee. The general purpose of the EAP will be to reduce problems in the workforce and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including substance abuse that may have an adverse effect on job performance.
- d. For purposes of this Article only, the term “reasonable suspicion” shall mean: An objectively reasonable suspicion based on specific, articulable facts or observations. The suspicion must be sufficient to lead a reasonable person to suspect the employee has consumed or is under the influence of controlled substances or alcohol such that the employee’s ability to safely perform their job is reduced. A reasonable suspicion is more than a hunch.
- e. For the purposes of this Article only, the term “under the influence” shall mean: Blood Alcohol Content (BAC) of any detectable level as indicated by an evidential breath test, or a positive urine test for the presence of a controlled substance in the employee’s body in an amount that equals or exceeds the Cutoff Concentration (CC) amounts in the CC chart contained in the Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register at the time of testing.

### **28.2 Prescription (Rx) and Over-The-Counter (OTC) Medication**

- a. This Article is not intended to prohibit the lawful possession or use of Rx or OTC medication.
- b. Rx medication that may affect an employee's ability to safely perform assigned duties must be reported to a supervisor, before the employee reports to work. The employee may have to receive and provide clearance from the employee’s health care provider (HCP) before reporting to work.

- c. OTC medication that is ingested in amounts that may affect the employee's ability to safely perform assigned duties must be reported to a supervisor before the employee reports to work. The supervisor may determine the employee should not report to work.
- d. There will be no discipline of an employee for reporting the use of a RX or OTC medication which the employee believes may affect or impair the employee's ability to perform assigned duties.
- e. Management Supervisors will be trained on employee privacy rights related to HIPAA. An employee's reporting the use of medications will be disclosed only to a HIPAA-trained management supervisor. The HIPAA-trained management supervisor may share the information with other HIPAA-trained staff members or management staff on a need-to-know basis.

### **28.3 Prohibited Conduct**

The following conduct is prohibited, unless lawfully allowed as part of an official job function or specifically allowed by another Department policy:

- a. Possessing, selling, purchasing, distributing or using/consuming any controlled substance;
- b. Reporting for work or working under the influence of alcohol or controlled substances including a BAC result of any detectable amount of alcohol;
- c. Abusing any controlled substance which is lawfully prescribed for the employee's use (i.e. by taking it contrary to the employee's HCP instructions, or by unlawfully obtaining it for the purposes of abuse);
- d. Failure to report use of prescribed medication or over-the counter drugs that may affect the employee's ability to safely perform assigned duties;
- e. Failure to report reasonably known exposure or reasonably known unintentional ingestion of a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety;
- f. Failure to comply with "reasonable suspicion testing" and other directives required by the City for enforcement of this Policy. Examples may include tainting, tampering or diluting samples, refusal to test, falsifying information on testing forms, delaying attendance at a testing location, etc.; or
- g. Employees who consume alcohol as part of their work duties shall not do so to the extent of impairing on-duty performance.
- h. Employees are required to report known violations of this Policy to their supervisor, the Chief of Police or Human Resources.
- i. It is not a violation of this policy for an employee, while functioning as a caregiver/provider for a family member (as defined by FMLA), to follow the recommendations, orders or authorizations of an HCP, and to lawfully obtain and/or

possess a medically prescribed controlled substance for the benefit of a family member under the care of an HCP.

**28.4 Call Outs.** In the event the City wishes to call out an employee to perform additional duties, at a time when the employee was off-duty, and the employee has consumed intoxicants, the employee will notify the employee's supervisor as to the type and amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.

**28.5 Testing**

- a. Before a supervisor or other management personnel, acting on behalf of the City under this Article, may require an employee represented by the Association to submit to any test(s) related to this Article, the supervisor must first obtain concurrence from the Chief of Police or designee that the information available to the City regarding the subject employee is sufficient to support reasonable suspicion testing.
- b. Upon establishing reasonable suspicion under this Article, the City may require the employee to immediately submit to reasonable suspicion testing. This may include blood, urine or breath testing. The City shall pay for the costs of the test(s).
- c. Urine testing will only be conducted at a federal Department of Health and Human Services-certified laboratory (NLCP/NIDA/SAMHSA). Breath testing may occur at a non-City Intoxylizer 8000 station/or newer court accepted equivalent or a medical clinic testing/collection site that is approved by the City for breath testing and which uses instruments on the Federal Register's Conforming Products List and is HHS certified.
- d. If the City decides that testing is required, the City will immediately notify an Association Executive Board member. An Association Executive Board member will accompany the employee to the testing location and be present during the testing so long as the Association representative does not interfere with either the pre-testing process or the actual test. If obtaining an Association representative would cause unreasonable delay, the City will coordinate with the Association so that an Association representative is given the opportunity to be available and present via phone video conferencing (if available) during the transport to the testing location and pre-testing/testing process so long as the representative does not interfere.
- e. The employee who is the subject of reasonable suspicion testing will:
  - i. Be promptly notified by the City there is a question regarding whether the employee has reported to work with alcohol or controlled substances in violation of this policy and that the employee has a right to have an Association representative present throughout the notification, testing and referral process;
  - ii. Be allowed to have an Association representative present for any meetings related to substance abuse notification, testing and referral process;

- iii. Be allowed to refuse to be interviewed or questioned by an employee or agent of the City without the presence of an Association representative, unless a safety emergency is evident;
- iv. Be allowed to refuse to be subjected to any City-initiated or directed meetings about substance abuse treatment programs/plans, administrative leave, paid or unpaid leave, or "last chance agreements" without the presence of an Association representative. However, the City may direct an employee to leave work and not return until such representation is available;
- v. Be provided copies of all documents, materials, information and test results as soon as possible. All documents, materials, information and test results will also be provided to the Association, as soon as possible.
- vi. The employee who is the subject of reasonable suspicion testing will not be allowed to drive to the testing location or home.

## **28.6 Positive Test Result**

- a. In the event a test result is positive for controlled substance(s), the City shall require a second (2<sup>nd</sup>) confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent. This second (2<sup>nd</sup>) test must also yield a positive result to conclude the employee has such substance(s) present in their body.
- b. In the event of a positive test, the City will direct the laboratory to retain a sample for not less than thirty (30) calendar days for the purpose of allowing the employee or the Association to conduct an independent test at their expense at an HHS-certified laboratory. If the additional test reveals the original positive result was in error, the City will be provided a copy of the report and the City will bear the expense of the additional testing.
- c. In the event of a positive test pursuant to this Article, the employee may be referred to the EAP or drug and alcohol counseling and treatment. The employee may also be subject to discipline, including discharge. An employee's participation in this referral will be considered in determining what, if any, disciplinary action may be taken.
- d. After a positive test pursuant to this Article, the employee may be subject to unannounced testing for a period to last no longer than two (2) years from the original date of the test result. Any unannounced testing shall be witnessed by an Association representative and will be conducted in the same manner as the reasonable suspicion testing. Any positive test result pursuant to this unannounced testing will result in discipline up to and including termination.
- e. Failure to comply with a required test shall be treated as a positive test result and may subject the employee to discipline, up to and including discharge.

## **28.7 Voluntary Treatment**

- a. If an employee voluntarily enters a rehabilitation program for treatment of their substance abuse dependency, or provides substantiation that they have scheduled an intake assessment or made an appointment with a HCP to address their substance abuse dependency prior to being confronted with reasonable suspicion or the City becoming aware of an alleged violation of this policy, the employee will not be subject to discipline, provided the employee follows through with the recommendations of their HCP. If an employee voluntarily enters treatment for their substance abuse dependency or schedules an intake assessment or makes an appointment with a HCP to address their substance abuse dependence after being confronted with reasonable suspicion or other violation of this policy, the employee's action in seeking treatment will be taken into consideration in determining the appropriate level of discipline. Employees will be allowed to obtain treatment for their substance abuse dependency irrespective of whether treatment is sought before or after a violation of this Policy.
- b. Upon written certification from the employee's substance abuse treatment provider that the employee is fit to resume duties, an employee who has not been discharged will be required to follow any after-care requirements or recommendations from the treatment provider, including unannounced testing pursuant to Section 6.D. above, as well as any requirements agreed upon between the City and Association. Return to work will require a written commitment to comply with the terms of this Policy.
- c. The voluntary seeking of treatment by an employee cannot be used to avoid the consequences of an act for which the employee would otherwise receive discipline.

**28.8 Searches.** Employees are reminded there shall be no expectation of privacy in property provided by the City to its employees, which includes, but is not limited to: desks, file cabinets, files, offices, drawers, equipment, city vehicles, lockers, etc., all of which remain the property of the City, and will be subject to search at the City's discretion without notice. Refusal to cooperate with lawful searches of City property will be considered a violation of this Article and may result in discipline.

## **ARTICLE 29 - LEGAL FEES**

**29.1** Since July 1, 2015, the Association will purchase and make available the Legal Defense Fund of the Peace Officers Research Association of California (PORAC) Plan II. The Association will ensure that all represented employees of the bargaining unit members are enrolled as participants in PORAC Plan II, and make available the plan to command staff.

During the first calendar week of December, March, June and September of each year, the City and Association shall ascertain the amount due to PORAC for enrolling all bargaining unit represented employees in coverage under PORAC Plan II for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of bargaining unit represented employees employed by the City on December 1, March 1, June 1, and September 1, times the amount of four dollars and fifty cents (\$4.50) per covered employee per month for individual PORAC Plan II coverage, notwithstanding changes in staffing levels during individual calendar quarters. In the event the premiums for PORAC Plan II coverage increase during the term of this

Agreement, the City agrees to pay the increased premium commencing on the subsequent December 1, March 1, June 1, or September 1 to a maximum of five dollars (\$5.00) per represented employee per month.

The City shall pay to the Association the amount of calendar quarter premium costs for coverage in PORAC Plan II during the first half of each of the months referenced above in order to enable the Association to remit payment to PORAC by the end of the month.

The Association will be responsible for making payments on behalf of eligible participants. The City's obligation under this Article is limited to making payments as set forth above. The City bears no responsibility for ensuring that bargaining unit represented employees are properly enrolled in or covered by PORAC Plan II.

### **ARTICLE 30 - SAVINGS CLAUSE**

Should any portion of this Agreement, or supplements thereto, be adjudged by the Supreme Court, or other court of appropriate final jurisdiction, to be in violation of any State or Federal law, then such portion or portions shall become null and void and the balance of this Agreement remains in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court and to bring it into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

### **ARTICLE 31 - DEFINITIONS**

**Regular Employee:** An employee who is in a budgeted position that is assigned to work an average of twenty (20) hours or more per week (0.5 FTE or greater) on an annual basis.

**Irregular or Seasonal Employees:** Employees of the City who are considered to be "temporary" employees in the City's Human Resources/Payroll system and who work no more than a maximum of one thousand forty (1040) hours in any consecutive twelve (12) months.

**Emergency:** Acts of God, natural disasters, civil unrest or governmental declaration of emergency.

**Regular Rate of Pay:** The salary rate which includes the base salary rate, as defined below, plus any qualifying special assignment or applicable incentive pay for the purposes payroll and overtime calculations.

**Base Salary Rate:** The rate of pay which is one of the steps in the salary range for the classification. The base rate of pay includes longevity pay or DPSST certification pay received by an eligible employee. No other incentives or compensation are included in the base salary rate.

**Lateral Police Officer:** A newly hired employee with previous law enforcement experience who separated from their prior agency in good standing prior to their initial hire date with the Beaverton Police Department and who is currently certified as a Police Officer by Oregon DPSST or who is able to be certified as a Police Officer by Oregon DPSST through attendance of the lateral/equivalency DPSST academy.

**ARTICLE 32 - TERM OF AGREEMENT**

**32.1** This Agreement shall be effective upon execution, and, except as amended or modified, shall remain in full force and effect until June 30, 2022. The parties acknowledge that the terms of the prior collective bargaining agreement apply as status quo, consistent with ORS §§ 243.712 and 243.756, up to the execution date of this agreement.

**32.2** Negotiations for a successor agreement will begin no later than December 10, 2021.

**ARTICLE 33 - EXECUTION/SIGNATURES**

Executed at Beaverton, Oregon, by the undersigned by the authority of and on behalf of the City of Beaverton and the Beaverton Police Association.

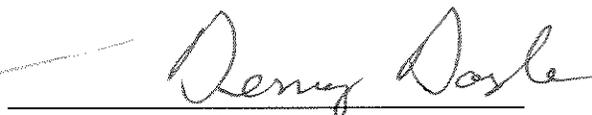
DATED this 28<sup>th</sup> day of May, 2019.

**BEAVERTON POLICE ASSOCIATION**

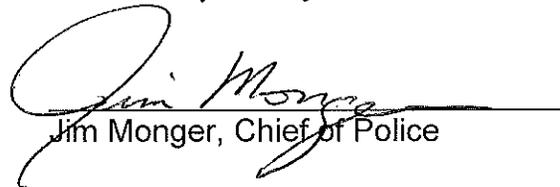


Matt Condon, President

**CITY OF BEAVERTON**



Dennis Doyle, Mayor



Jim Monger, Chief of Police

## MEMORANDUM OF AGREEMENT (MOA)

by and between  
The City of Beaverton (City)  
and  
The Beaverton Police Association (Association)

### **MOA Re: Work Schedule Changes for Assignments That Do Not Bid for Shifts**

For the term of the collective bargaining agreement that is effective from date of execution until June 30, 2022, the City and Association agree to a trial program for temporary work schedule changes for assignments that do not bid for shifts as provided in Article 18.7. The trial program will operate as follows:

- a. Temporary work schedule changes may be made to the regular work shift of employees in assignments that are not bid to meet the operational need of the Police Department. Operational need shall not include scheduled shift changes or mandatory training that is less than forty (40) hours in duration.
- b. Temporary work schedule changes may be made for a period of not less than one (1) full work week nor more than four (4) full work weeks.
- c. A temporary work schedule change without seven (7) calendar days' prior written notice shall result in additional pay as described in Article 9.5 of the collective bargaining agreement. However, the work schedule may be adjusted temporarily without seven (7) calendar days' prior written notice and without additional pay for the following reasons:
  - i. Emergency; or
  - ii. Voluntary adjustment pursuant to Article 9.2.c. of the collective bargaining agreement.
- d. Temporary work schedule changes will not be made to avoid court overtime.
- e. Temporary work schedule changes will be offered to employees in the work assignment on a voluntary basis first. If insufficient employees volunteer for the temporary work schedule change, then the temporary work schedule change will be assigned to employees in the work assignment in inverse order of seniority.
- f. There will be a minimum of ten (10) hours off between the start of the temporary work schedule change and the employee's regular work shift. If there is less than ten (10) hours off, the employee shall be eligible for one and one-half (1 ½) times the employee's regular rate of pay for each hour worked until the ten (10) hour minimum is reached.
- g. The employee whose regular work schedule is adjusted will receive an additional five percent (5%) of their base salary for the duration of the temporary work schedule change. This additional penalty will not be paid for work schedule changes for mandatory training scheduled for forty (40) or more work hours.

## APPENDIX A: SALARY SCHEDULES

Effective June 1, 2019 Base Salary/Hourly Rate								
Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Support Specialist	04P	\$19.85	\$20.84	\$21.89	\$22.98	\$24.13	\$25.33	\$26.61
Police Community Services Specialist, Police Property & Evidence Control Specialist, Traffic Safety Program Specialist	06P	\$21.94	\$23.04	\$24.19	\$25.40	\$26.67	\$28.01	\$29.41
Police Support Specialist, Senior	0602P	\$22.60	\$23.72	\$24.91	\$26.16	\$27.46	\$28.84	\$30.28
Police Senior Property & Evidence Control Specialist, Community Service Officer	07P	\$23.68	\$24.87	\$26.12	\$27.42	\$28.78	\$30.22	\$31.73
Program Coordinator – Photo Radar, Police Technician	08P	\$25.45	\$26.73	\$28.06	\$29.46	\$30.93	\$32.48	\$34.11
Program Coordinator – Victim Services	09P	\$27.36	\$28.73	\$30.17	\$31.67	\$33.26	\$34.92	\$36.67
Police Officer	10P	\$29.27	\$30.74	\$32.28	\$33.88	\$35.58	\$37.36	\$39.22
Police Sergeant	12P	\$34.97	\$36.72	\$38.56	\$40.47	\$42.50	\$44.62	\$46.86

Effective June 1, 2019 Hourly Rate	
Class	Rate
Photo Radar Officer	\$28.76
Police Intern	\$14.35
Provisional Background Investigator	\$37.36

## **APPENDIX B: MEDICAL AND DENTAL INSURANCE**



**Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services**

**Coverage Period: 7/1/2019-6/30/2020**

 **KAISER PERMANENTE: City of Beaverton – C19D**

**Coverage for: Individual / Family | Plan Type: EPO**

All plans offered and underwritten by Kaiser Foundation Health Plan of the Northwest



**The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately.**

**This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage see [www.kp.org/plandocuments](http://www.kp.org/plandocuments) or call 1-800-813-2000 (TTY: 711). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at <http://www.healthcare.gov/sbc-glossary> or call 1-800-813-2000 (TTY: 711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <a href="#">deductible</a> ?	\$0	See the Common Medical Events chart below for your costs for services this <a href="#">plan</a> covers.
Are there services covered before you meet your <a href="#">deductible</a> ?	Not applicable.	This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without cost-sharing and before you meet your <a href="#">deductible</a> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <a href="#">deductibles</a> for specific services?	No.	You don't have to meet <a href="#">deductibles</a> for specific services.
What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ?	\$750 Individual / \$1,500 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a> , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the <a href="#">out-of-pocket limit</a> ?	<a href="#">Premiums</a> , health care this <a href="#">plan</a> doesn't cover, and services indicated in chart starting on page 2.	Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a> .
Will you pay less if you use a <a href="#">network provider</a> ?	Yes. See <a href="http://www.kp.org">www.kp.org</a> or call 1-800-813-2000 (TTY: 711) for a list of <a href="#">participating providers</a> .	This <a href="#">plan</a> uses a <a href="#">provider network</a> . You will pay less if you use a <a href="#">provider</a> in the <a href="#">plan's network</a> . You will pay the most if you use an <a href="#">out-of-network provider</a> , and you might receive a bill from a <a href="#">provider</a> for the difference between the <a href="#">provider's</a> charge and what your <a href="#">plan</a> pays ( <a href="#">balance billing</a> ). Be aware your <a href="#">network provider</a> might use an <a href="#">out-of-network provider</a> for some services (such as lab work). Check with your <a href="#">provider</a> before you get services.

Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ?	Yes, but you may self-refer to certain specialists.	This <a href="#">plan</a> will pay some or all of the costs to see a <a href="#">specialist</a> for covered services but only if you have a <a href="#">referral</a> before you see the <a href="#">specialist</a> .
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 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Select Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <a href="#">provider's</a> office or clinic	Primary care visit to treat an injury or illness	\$20 / visit	Not covered	None
	<a href="#">Specialist</a> visit	\$20 / visit	Not covered	None
	<a href="#">Preventive care/screening/immunization</a>	No charge	Not covered	You may have to pay for services that aren't preventive. Ask your <a href="#">provider</a> if the services needed are preventive. Then check what your <a href="#">plan</a> will pay for.
If you have a test	<a href="#">Diagnostic test</a> (x-ray, blood work)	X-ray: No charge Lab tests: No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	Some services may require prior authorization.
If you need drugs to treat your illness or condition More information about <a href="#">prescription drug coverage</a> is available at <a href="http://www.kp.org/formulary">www.kp.org/formulary</a>	Generic drugs	\$15 retail; \$30 mail order / prescription	Not covered	Up to a 30-day supply (retail); 90-day supply (mail order). Subject to <a href="#">formulary</a> guidelines.
	Preferred brand drugs	\$15 retail; \$30 mail order / prescription	Not covered	Up to a 30-day supply (retail); 90-day supply (mail order). Subject to <a href="#">formulary</a> guidelines.
	Non-preferred brand drugs	Applicable Generic or Preferred brand drug cost shares.	Not covered	Up to a 30-day supply (retail); 90-day supply (mail order). Subject to <a href="#">formulary</a> guidelines, when approved through exception process.
	<a href="#">Specialty drugs</a>	Applicable Generic, Preferred, Non-Preferred brand drug cost shares.	Not covered	Up to a 30 day supply (retail). Subject to <a href="#">formulary</a> guidelines, when approved through exception process.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$20 / visit	Not covered	Prior authorization required.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Select Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
	Physician/surgeon fees	Included in facilities fee	Not covered	Prior authorization required.
If you need immediate medical attention	<a href="#">Emergency room care</a>	\$200 / visit	\$200 / visit	<a href="#">Copayment</a> waived if admitted directly to the hospital as an inpatient.
	<a href="#">Emergency medical transportation</a>	\$75 / trip	\$75 / trip	None
	<a href="#">Urgent care</a>	\$20 / visit	\$20 / visit	Non-participating providers covered when temporarily outside the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$50 / day up to \$250 / admission	Not covered	Prior authorization required.
	Physician/surgeon fees	Included in facilities fee	Not covered	Prior authorization required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 / visit	Not covered	None
	Inpatient services	\$50 / day up to \$250 / admission	Not covered	Prior authorization required.
If you are pregnant	Office visits	No charge	Not covered	Depending on the type of services, a <a href="#">copayment</a> , <a href="#">coinsurance</a> , or <a href="#">deductible</a> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Included in facilities fee	Not covered	None
	Childbirth/delivery facility services	\$50 / day up to \$250 / admission	Not covered	None
If you need help recovering or have other special health needs	<a href="#">Home health care</a>	No charge	Not covered	130 day limit / year. Prior authorization required.
	<a href="#">Rehabilitation services</a>	Outpatient: \$20 / visit Inpatient: \$50 / day up to \$250 /	Not covered	Outpatient: 20 visit limit / therapy / year. Prior authorization required.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Select Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
		admission		Inpatient: Prior authorization required.
	<a href="#">Habilitation services</a>	Outpatient: \$20 / visit Inpatient: \$50 / day up to \$250 / admission	Not covered	Outpatient: 20 visit limit / therapy / year. Prior authorization required. Inpatient: Prior authorization required.
	<a href="#">Skilled nursing care</a>	No charge	Not covered	100 day limit / year. Prior authorization required.
	<a href="#">Durable medical equipment</a>	20% <a href="#">coinsurance</a>	Not covered	Subject to <a href="#">formulary</a> guidelines. Prior authorization required.
	<a href="#">Hospice services</a>	No charge	Not covered	Prior authorization required.
If your child needs dental or eye care	Children's eye exam	No charge for refractive exam	Not covered	None
	Children's glasses	No charge	Not covered	Limited to one pair of select frames and lenses or contact lenses / 12 months.
	Children's dental check-up	Not covered	Not covered	None

#### Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- Cosmetic surgery
- Dental care (Adult & Child)
- Long-term care
- Non-emergency care when traveling outside the U.S
- Private-duty nursing
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Acupuncture (\$1500 limit / year combined for all alternative care services)
- Chiropractic care (\$1500 limit / year combined for all alternative care services)
- Hearing aids (Adult - \$1500 limit / ear, every 3 years)
- Infertility treatment
- Routine eye care (Adult)

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is shown in the chart below. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact the agencies in the chart below.

**Contact Information for Your Rights to Continue Coverage & Your Grievance and Appeals Rights:**

Kaiser Permanente Member Services	1-800-813-2000 (TTY: 711) or <a href="http://www.kp.org/memberservices">www.kp.org/memberservices</a>
Department of Labor’s Employee Benefits Security Administration	1-866-444-EBSA (3272) or <a href="http://www.dol.gov/ebsa/healthreform">www.dol.gov/ebsa/healthreform</a>
Department of Health & Human Services, Center for Consumer Information & Insurance Oversight	1-877-267-2323 x61565 or <a href="http://www.cciio.cms.gov">www.cciio.cms.gov</a> .
Oregon Department of Insurance	1-888-877-4894 or <a href="http://www.dfr.oregon.gov">www.dfr.oregon.gov</a>
Washington Department of Insurance	1-800- 562- 6900 or <a href="http://www.insurance.wa.gov">www.insurance.wa.gov</a>

**Does this [plan](#) provide Minimum Essential Coverage? Yes**

If you don’t have [Minimum Essential Coverage](#) for a month, you’ll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this [plan](#) meet the Minimum Value Standards? Yes**

If your [plan](#) doesn’t meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

[Spanish (Español): Para obtener asistencia en Español, llame al 1-800-813-2000 (TTY: 711).

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-813-2000 (TTY: 711).

[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-813-2000 (TTY: 711).

[Navajo (Dine): Dinek’ehgo shika at’ohwol ninisingo, kwijigo holne’ 1-800-813-2000 (TTY: 711).

————— *To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.* —————

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$0
■ <a href="#">Specialist copayment</a>	\$20
■ Hospital (facility) <a href="#">copayment</a>	\$50
■ Other (blood work) <a href="#">copayment</a>	\$0

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
[Specialist](#) visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,800</b>
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In this example, Peg would pay:

<i>Cost Sharing</i>	
<a href="#">Deductibles</a>	\$0
Copayments	\$200
<a href="#">Coinsurance</a>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$260</b>

### Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$0
■ <a href="#">Specialist copayment</a>	\$20
■ Hospital (facility) <a href="#">copayment</a>	\$50
■ Other (blood work) <a href="#">copayment</a>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,400</b>
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In this example, Joe would pay:

<i>Cost Sharing</i>	
<a href="#">Deductibles</a>	\$0
Copayments	\$700
<a href="#">Coinsurance</a>	\$30
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$790</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$0
■ <a href="#">Specialist copayment</a>	\$20
■ Hospital (facility) <a href="#">copayment</a>	\$50
■ Other (x-ray) <a href="#">copayment</a>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,900</b>
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In this example, Mia would pay:

<i>Cost Sharing</i>	
<a href="#">Deductibles</a>	\$0
Copayments	\$700
<a href="#">Coinsurance</a>	\$40
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$740</b>

## NONDISCRIMINATION NOTICE

Kaiser Foundation Health Plan of the Northwest (Kaiser Health Plan) complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Kaiser Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. We also:

- Provide no cost aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats, such as large print, audio, and accessible electronic formats
- Provide no cost language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 1-800-813-2000 (TTY: 711)

If you believe that Kaiser Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail or phone at: Member Relations, Attention: Kaiser Civil Rights Coordinator, 500 NE Multnomah St. Ste 100, Portland, OR 97232, telephone number: 1-800-813-2000.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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## HELP IN YOUR LANGUAGE

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Call 1-800-813-2000 (TTY: 711).

**አማርኛ (Amharic) ማስታወሻ:** የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-800-813-2000 (TTY: 711)።

**العربية (Arabic) ملحوظة:** إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-813-2000 (TTY: 711).

**中文 (Chinese) 注意:** 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-813-2000 (TTY: 711)。

**فارسی (Farsi) توجه:** اگر بہ زبان فارسی گفتگو می کنید،  
تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد.  
با تماس بگیرد. (711 : TTY) 1-800-813-2000

**Français (French) ATTENTION:** Si vous parlez français,  
des services d'aide linguistique vous sont proposés  
gratuitement. Appelez le 1-800-813-2000 (TTY: 711).

**Deutsch (German) ACHTUNG:** Wenn Sie Deutsch  
sprechen, stehen Ihnen kostenlos sprachliche  
Hilfsdienstleistungen zur Verfügung.  
Rufnummer: 1-800-813-2000 (TTY: 711).

**日本語 (Japanese) 注意事項:** 日本語を話される場合、  
無料の言語支援をご利用いただけます。1-800-813-2000  
(TTY: 711) まで、お電話にてご連絡ください。

**ខ្មែរ (Khmer) ប្រយ័ត្ន:** បើសិនជាអ្នកនិយាយភាសាខ្មែរ,  
សេវាជំនួយផ្នែកភាសា ដោយមិនគិតថ្លៃ  
គឺអាចម៉ឺនសិក្សាបានឥតគិតថ្លៃ។ ចូរ ទូរស័ព្ទ 1-800-813-2000  
(TTY: 711)។

**한국어 (Korean) 주의:** 한국어를 사용하시는 경우, 언어  
지원 서비스를 무료로 이용하실 수 있습니다.  
1-800-813-2000 (TTY: 711) 번으로 전화해 주십시오.

**ລາວ (Laotian) ໃບຄວາມ:** ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ,  
ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ,  
ແມ່ນມີຮ່ວມໃຫ້ທ່ານ. ໂທ 1-800-813-2000 (TTY: 711).

**Naabeehó (Navajo) Dii baa akó ninízin:** Dii saad bee  
yánilti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá  
jiik'eh, éi ná hóló, koji' hódíilnih 1-800-813-2000 (TTY:  
711).

**Afaan Oromoo (Oromo) XIYYEEFFANNAA:** Afaan  
dubbattu Oroomiffa, tajaajila gargaarsa afaanii,  
kanfaltiidhaan ala, ni argama.  
Bilbilaa 1-800-813-2000 (TTY: 711).

**ਪੰਜਾਬੀ (Punjabi) ਧਿਆਨ ਦਿਓ:** ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ  
ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ।  
1-800-813-2000 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

**Română (Romanian) ATENȚIE:** Dacă vorbiți limba  
română, vă stau la dispoziție servicii de asistentă  
lingvistică, gratuit. Sunați la 1-800-813-2000 (TTY: 711).

**Русский (Russian) ВНИМАНИЕ:** если вы говорите  
на русском языке, то вам доступны бесплатные  
услуги перевода. Звоните 1-800-813-2000 (TTY: 711).

**Español (Spanish) ATENCIÓN:** si habla español, tiene  
a su disposición servicios gratuitos de asistencia  
lingüística. Llame al 1-800-813-2000 (TTY: 711).

**Tagalog (Tagalog) PAUNAWA:** Kung nagsasalita ka  
ng Tagalog, maaari kang gumamit ng mga serbisyo ng  
tulong sa wika nang walang bayad.  
Tumawag sa 1-800-813-2000 (TTY: 711).

**ไทย (Thai) เรียน:** ถ้าคุณพูดภาษาไทย  
คุณสามารถใช้บริการช่วยเหลือทางภาษาไทยได้ฟรี โทร 1-800-  
813-2000 (TTY: 711).

**Українська (Ukrainian) УВАГА!** Якщо ви розмовляєте  
українською мовою, ви можете звернутися до  
безкоштовної служби мовної підтримки. Телефонуйте  
за номером 1-800-813-2000 (TTY: 711).

**Tiếng Việt (Vietnamese) CHÚ Ý:** Nếu bạn nói Tiếng  
Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho  
bạn. Gọi số 1-800-813-2000 (TTY: 711).



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Important Questions	Answers	Why This Matters:
<p><b>What is the overall <a href="#">deductible</a>?</b></p>	<p>For <a href="#">network providers</a> \$500 individual / \$1,500 family; for <a href="#">out-of-network providers</a> \$500 individual / \$1,500 family.</p>	<p>Generally, you must pay all of the costs from providers up to the <a href="#">deductible</a> amount before this <a href="#">plan</a> begins to pay. If you have other family members on the <a href="#">plan</a>, each family member must meet their own individual <a href="#">deductible</a> until the total amount of <a href="#">deductible</a> expenses paid by all family members meets the overall family <a href="#">deductible</a>.</p>
<p><b>Are there services covered before you meet your <a href="#">deductible</a>?</b></p>	<p>Yes. In-network primary care visits, office visits, urgent care visit, outpatient rehabilitation, outpatient mental health and chemical dependency services, inpatient facility, skilled nursing care, acupuncture, spinal manipulation, outpatient diagnostic x-rays and labs, outpatient imaging services, biofeedback, breastfeeding support, tobacco cessation treatment, and most <a href="#">preventive care</a>, as well as in and out of network emergency room care, emergency medical transportation if related to mental health or substance abuse, prescription medication, vision services and breastfeeding supplies are covered before you meet your <a href="#">deductible</a>.</p>	<p>This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost-sharing</a> and before you meet your <a href="#">deductible</a>. See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a>.</p>
<p><b>Are there other <a href="#">deductibles</a> for specific services?</b></p>	<p>No.</p>	<p>You don't have to meet <a href="#">deductibles</a> for specific services.</p>
<p><b>What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a>?</b></p>	<p>For <a href="#">network providers</a> \$1,500 individual / \$3,000 family; for <a href="#">out-of-network providers</a> \$3,000 individual / \$6,000 family.</p>	<p>The <a href="#">out-of-pocket limit</a> is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a>, they have to meet their own <a href="#">out-of-pocket limits</a> until the overall family <a href="#">out-of-pocket limit</a> has been met.</p>
<p><b>What is not included in the <a href="#">out-of-pocket limit</a>?</b></p>	<p><a href="#">Premiums</a>, <a href="#">balance-billing</a> charges, expenses incurred due to brand substitution and health care this <a href="#">plan</a> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a>.</p>

Important Questions	Answers	Why This Matters:
Will you pay less if you use a <a href="#">network provider</a> ?	Yes. See <a href="http://www.modahealth.com">www.modahealth.com</a> or call 1-888-217-2363 for a list of <a href="#">network providers</a> .	This <a href="#">plan</a> uses a provider <a href="#">network</a> . You will pay less if you use a <a href="#">provider</a> in the plan's <a href="#">network</a> . You will pay the most if you use an <a href="#">out-of-network provider</a> , and you might receive a bill from a <a href="#">provider</a> for the difference between the provider's charge and what your <a href="#">plan</a> pays ( <a href="#">balance billing</a> ). Be aware, your <a href="#">network provider</a> might use an <a href="#">out-of-network provider</a> for some services (such as lab work). Check with your <a href="#">provider</a> before you get services.
Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ?	No.	You can see the <a href="#">specialist</a> you choose without a <a href="#">referral</a> .



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <a href="#">provider's</a> office or clinic	Primary care visit to treat an injury or illness	\$20 <a href="#">copay</a> /visit, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	None
	<a href="#">Specialist</a> visit	\$20 <a href="#">copay</a> /visit, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	Includes office visits by chiropractors, naturopathic physicians and acupuncturists. Calendar year maximum of 20 visits for acupuncture care, 20 visits for spinal manipulation. \$500 calendar year maximum for naturopathic substances. Plan coinsurance may apply to some services. <a href="#">Prior authorization</a> is required for some spinal manipulations and acupuncture services. Failure to obtain <a href="#">prior authorization</a> results in denial.
	<a href="#">Preventive care/screening/immunization</a>	No charge for most services. \$20 <a href="#">copay</a> /visit or 15% <a href="#">coinsurance</a> for remaining services. No <a href="#">deductible</a> for most services.	Not covered for most services. 40% <a href="#">coinsurance</a> for some services.	You may have to pay for services that aren't <a href="#">preventive</a> . Ask your <a href="#">provider</a> if the services you need are preventive. Then check what your <a href="#">plan</a> will pay for. A list of in-network preventive services not subject to cost sharing can be viewed at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a>
If you have a test	<a href="#">Diagnostic test</a> (x-ray, blood work)	15% <a href="#">coinsurance</a> , no <a href="#">deductible</a> in outpatient / office setting	40% <a href="#">coinsurance</a>	Includes other tests such as EKG, allergy testing and sleep study.
	Imaging (CT/PET scans, MRIs)	\$100 <a href="#">copay</a> /procedure, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	<a href="#">Prior authorization</a> is required for many services. Failure to obtain <a href="#">Prior authorization</a> results in denial.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need drugs to treat your illness or condition</b> More information about <a href="http://www.modahealth.com/pdl">prescription drug coverage</a> is available at <a href="http://www.modahealth.com/pdl">www.modahealth.com/pdl</a>	Retail Pharmacy	\$2 <a href="#">copay</a> value \$15 <a href="#">copay</a> generic \$30 <a href="#">copay</a> nonpreferred No <a href="#">deductible</a>	\$2 <a href="#">copay</a> value \$15 <a href="#">copay</a> generic \$30 <a href="#">copay</a> nonpreferred No <a href="#">deductible</a>	Covers up to a 30-day supply (retail prescriptions); 84 to 90-day supply (participating Choice 90 pharmacies) and 90 day supply (mail-order prescription). <a href="#">Prior authorization</a> may be required. Mail order at a Moda designated mail order pharmacy only.  Covers up to a 30-day supply specialty. <a href="#">Prior authorization</a> may be required. Moda designated pharmacy only. Specialty medications may include specialty tier and other tier medications that are often used to treat complex chronic health conditions.  <a href="#">Cost sharing</a> for anticancer medication is 10% up to the copay of the corresponding tier.
	Mail Order Pharmacy	\$4 <a href="#">copay</a> value \$30 <a href="#">copay</a> generic \$55 <a href="#">copay</a> nonpreferred No <a href="#">deductible</a>	Not covered	
	Specialty Pharmacy	\$15 <a href="#">copay</a> generic \$30 <a href="#">copay</a> nonpreferred No <a href="#">deductible</a>	Not covered	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	15% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	<a href="#">Prior authorization</a> may be required. Failure to obtain <a href="#">prior authorization</a> results in denial.
	Physician/surgeon fees	15% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	
<b>If you need immediate medical attention</b>	<a href="#">Emergency room care</a>	\$100 <a href="#">copay</a> /visit, no <a href="#">deductible</a>	\$100 <a href="#">copay</a> /visit, no <a href="#">deductible</a>	<a href="#">Copay</a> waived if hospital admission immediately follows. Plan <a href="#">deductible</a> and <a href="#">coinsurance</a> may apply to some services. In-network <a href="#">out-of-pocket limit</a> applies.
	<a href="#">Emergency medical transportation</a>	\$100 <a href="#">copay</a> /trip, no <a href="#">deductible</a> , for services related to mental health or substance abuse. 15% <a href="#">coinsurance</a> for services not related to mental health or substance abuse.	\$100 <a href="#">copay</a> /trip, no <a href="#">deductible</a> , for services related to mental health or substance abuse. 15% <a href="#">coinsurance</a> for services not related to mental health or substance abuse.	
	<a href="#">Urgent care</a>	\$20 <a href="#">copay</a> /visit, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	\$100 <a href="#">copay</a> /day, \$500 <a href="#">copay</a> /stay, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	<a href="#">Prior authorization</a> is required. Failure to obtain <a href="#">prior authorization</a> results in denial.
	Physician/surgeon fees	15% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$20 <a href="#">copay</a> /office visit, no <a href="#">deductible</a> . 15% <a href="#">coinsurance</a> for other outpatient services	40% <a href="#">coinsurance</a>	<a href="#">Prior authorization</a> is required for some services. Failure to obtain <a href="#">prior authorization</a> results in denial.
	Inpatient services	\$100 <a href="#">copay</a> /day, \$500 <a href="#">copay</a> /stay, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	<a href="#">Prior authorization</a> is required. Failure to obtain <a href="#">prior authorization</a> results in denial.
<b>If you are pregnant</b>	Office visits	\$250 <a href="#">copay</a> /pregnancy, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	In-network elective abortion is covered at no cost sharing. <a href="#">Cost sharing</a> does not apply to certain <a href="#">preventive services</a> . Depending on the type of services, a <a href="#">copayment</a> , <a href="#">coinsurance</a> , or <a href="#">deductible</a> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services			
	Childbirth/delivery facility services	\$100 <a href="#">copay</a> /day, \$500 <a href="#">copay</a> /stay, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	
<b>If you need help recovering or have other special health needs</b>	<a href="#">Home health care</a>	15% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	None.
	<a href="#">Rehabilitation services</a>	\$20 <a href="#">copay</a> /visit outpatient, no <a href="#">deductible</a> . \$100 <a href="#">copay</a> /day, \$500 <a href="#">copay</a> /stay, no <a href="#">deductible</a> inpatient	40% <a href="#">coinsurance</a>	Calendar year maximum of 30 days for inpatient and 30 sessions for outpatient rehabilitation except as required for mental health parity. May be eligible for additional days or sessions for acute head or spinal cord injury. Habilitation services are limited to services that qualify under rehabilitation guidelines and medically necessary to treat a mental health condition. <a href="#">Prior authorization</a> may be required. Failure to obtain <a href="#">prior authorization</a> results in denial.
	<a href="#">Habilitation services</a>	\$20 <a href="#">copay</a> /visit outpatient, no <a href="#">deductible</a> . \$100 <a href="#">copay</a> /day, \$500 <a href="#">copay</a> /stay, no <a href="#">deductible</a> inpatient	40% <a href="#">coinsurance</a>	
	<a href="#">Skilled nursing care</a>	\$100 <a href="#">copay</a> /day, \$500 <a href="#">copay</a> /stay, no <a href="#">deductible</a>	40% <a href="#">coinsurance</a>	
	<a href="#">Durable medical equipment</a>	15% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	Includes supplies and prosthetics. Frequency limits apply to some DME. <a href="#">Prior authorization</a> may be required. Failure to obtain <a href="#">prior authorization</a> results in denial.
	<a href="#">Hospice services</a>	15% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	Calendar year maximum of 12 days for inpatient care and 170 hours for respite care.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Eye exam	No charge	No charge	Vision exam and supplies paid once every calendar year for members under age 19. Additional vision screening covered in-network under preventive care for children age 3 to 5. \$300 every calendar year for members age 19 and over for all combined vision services.
	Glasses	No charge	No charge	
	Dental check-up	Not covered	Not covered	None

### Excluded Services & Other Covered Services:

Services Your <a href="#">Plan</a> Generally Does NOT Cover (Check your policy or <a href="#">plan</a> document for more information and a list of any other <a href="#">excluded services</a> .)		
<ul style="list-style-type: none"> <li>Bariatric Surgery</li> <li>Cosmetic Surgery, except as required for certain situations</li> <li>Dental Care (Adult), except for accident related injuries</li> </ul>	<ul style="list-style-type: none"> <li>Infertility Treatment</li> <li>Long Term Care</li> <li>Non-emergency care when traveling outside the U.S.</li> </ul>	<ul style="list-style-type: none"> <li>Out-of-network preventive care, except for some services</li> <li>Private Duty Nursing</li> <li>Routine Foot Care, except for diabetes</li> <li>Weight Loss Programs</li> </ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <a href="#">plan</a> document.)		
<ul style="list-style-type: none"> <li>Acupuncture</li> </ul>	<ul style="list-style-type: none"> <li>Chiropractic Care</li> </ul>	<ul style="list-style-type: none"> <li>Hearing Aids</li> <li>Routine eye care (Adult)</li> </ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or <http://www.dol.gov/ebsa/healthreform> for group health coverage subject to ERISA, the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov) for non-federal governmental group health plans, and the Oregon Division of Financial Regulation at 1-888-877-4894 or [www.dfr.oregon.gov](http://www.dfr.oregon.gov) for Church plans. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Moda Health at 1-888-217-2363. For group health coverage subject to ERISA, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Oregon Division of Financial Regulation at 1-888-877-4894 or [www.dfr.oregon.gov](http://www.dfr.oregon.gov).

**Does this plan provide Minimum Essential Coverage? Yes.**

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet Minimum Value Standards? Yes.**

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 888-786-7461.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 888-873-1395.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 888-873-1395.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 888-873-1395.

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*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$500
■ <a href="#">Specialist copayment</a>	\$20
■ Hospital (facility) <a href="#">copayment</a>	\$100
■ Other <a href="#">coinsurance</a>	15%

#### This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,800</b>
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#### In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$500
Copayments	\$100
Coinsurance	\$400
<i>What isn't covered</i>	
Limits or exclusions	\$300
<b>The total Peg would pay is</b>	<b>\$1,300</b>

### Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$500
■ <a href="#">Specialist copayment</a>	\$20
■ Hospital (facility) <a href="#">copayment</a>	\$100
■ Other <a href="#">coinsurance</a>	15%

#### This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,400</b>
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#### In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$500
Copayments	\$800
Coinsurance	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$1,560</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$500
■ <a href="#">Specialist copayment</a>	\$20
■ Hospital (facility) <a href="#">copayment</a>	\$100
■ Other <a href="#">coinsurance</a>	15%

#### This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,900</b>
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#### In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$500
Copayments	\$200
Coinsurance	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$800</b>

# Moda does not discriminate

**Moda, Inc. follows federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.**

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

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**If you need any of the above, call Customer Service at:**

888-217-2363 (TDD/TTY 711)

**If you think we did not offer these services or discriminated, you can file a written complaint.**

**Please mail or fax it to:**

Moda, Inc.  
Attention: Appeal Unit  
601 SW Second Ave.  
Portland, OR 97204  
Fax: 503-412-4003

**If you need help filing a complaint, please call Customer Service.**

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at [ocrportal.hhs.gov/ocr/portal/lobby.jsf](http://ocrportal.hhs.gov/ocr/portal/lobby.jsf), or by mail or phone:

U.S. Department of Health  
and Human Services  
200 Independence Ave. SW, Room 509F  
HHH Building, Washington, DC 20201  
800-368-1019, 800-537-7697 (TDD)

You can get Office for Civil Rights complaint forms at [hhs.gov/ocr/office/file/index.html](http://hhs.gov/ocr/office/file/index.html).

**Dave Nessler-Cass coordinates our nondiscrimination work:**

Dave Nessler-Cass,  
Chief Compliance Officer  
601 SW Second Ave.  
Portland, OR 97204  
855-232-9111  
[compliance@modahealth.com](mailto:compliance@modahealth.com)

ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجاناً. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

ATANSYON: Si ou pale Kreyòl Ayisyen, nou ofri sèvis gratis pou ede w nan lang ou pale a. Rele nan 1-877-605-3229 (moun ki itilize sistèm TTY rele : 711)

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)

ATENÇÃO: Caso fale português, estão disponíveis serviços gratuitos de ajuda linguística. Telefone para 1-877-605-3229 (TERMINAL: 711)

ATTENZIONE: Se parla italiano, sono disponibili per lei servizi gratuiti di assistenza linguistica. Chiamare il numero 1-877-605-3229 (TTY: 711)

注意:日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229 (TTY、テレタイプライターをご利用の方は711)までお電話ください。

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistenzen zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

توجه: در صورتی که به فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما موجود است. با 1-877-605-3229 (TTY: 711) تماس بگیرید.

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

โปรดทราบ: หากคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือด้านภาษาได้ฟรี โทร 1-877-605-3229 (TTY: 711)

ត្រូវចងចាំ: បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.