

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into between the City of Grants Pass (CITY) and the Grants Pass Police Association (GPPA).

This MOA replaces the language of Article 14 to include language clean-up in 14.1 and 14.4, move Just Cause Standard to 14.2, add/define forms of discipline in 14.3, and add/define notice of discipline in 14.6. The parties agree to update Article 14 as follows, which will become effective upon signature of the MOA.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

- 14.1 Just Cause. No regular employee shall be disciplined or discharged except for just cause.¹ Oral discussions are not considered to be discipline and shall not be subject to the grievance procedure.
- 14.2 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:
- A. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
 - B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
 - C. The City must conduct a reasonable investigation.
 - D. It must be determined that the employee has engaged in the misconduct or act.
 - E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
 - F. The employee's past employment record, that has been documented, shall be considered, if appropriate, based on the severity of the act.
- 14.3 Forms of Discipline. Disciplinary action for just cause shall be limited to the following:
- A. Written reprimand
 - B. Suspension
 - C. Demotion or reduction in pay
 - D. Termination

¹Trial service employees are not subject to the "just cause" standard provided herein. Article 12.2 New Employee defines the trial service period.

The City, in disciplining an employee, shall make reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

14.4 Investigation Due Process. In the event the City believes an employee may be subject to discipline, the following procedural due process shall be followed:

- A. Within 5 calendar days of the initiation of an investigation the City shall give the employee under investigation and the Association written notice of the investigation. The notice shall describe the nature of the investigation and include information necessary to reasonably apprise the employee of the allegations, conduct or incident under investigation, and the policies potentially violated.
- B. Employees and the Association shall be given at least 24 hours' notice of the initial scheduled interview time. Follow-up interviews may be scheduled with reasonable notice (not less than two hours) to the employee and the Association if the employee has requested Association representation in their initial interview.
- C. Employees shall be advised in the notice of investigation if they are being interviewed as the subject of the investigation or a witness.
- D. Employees on paid administrative leave will be required to respond for operational purposes within one (1) hour of notice during the identified "work day".
- E. At the request of the employee, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing.

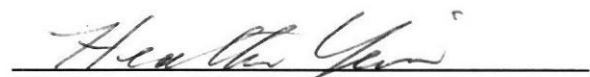
14.5 Assignment During an Investigation. Employees placed on Administrative Leave will not be required to remain in home provided the employee shall be able to respond to their work station within one hour.

14.6 Notice of Discipline. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file which shall be maintained by the Human Resources Department. The employee must sign any such notice before it is placed in the file.

This memorandum of agreement shall be considered an addendum to the January 1, 2019 to December 31, 2021 collective bargaining agreement, subject to modification through future collective bargaining.



Aaron K. Cubic, City Manager
City of Grants Pass



Heather Yerrick, President
Grants Pass Police Association

Dated: 12 01 20

Dated: 11-30-20