

**CITY OF NEWBERG COUNCIL AGENDA  
NOVEMBER 7, 2011  
7:00 P.M. MEETING  
PUBLIC SAFETY BUILDING TRAINING ROOM (401 EAST THIRD STREET)**

**Mission Statement**

*The City of Newberg serves its citizens, promotes safety, and maintains a healthy community.*

**Vision Statement**

*Newberg will cultivate a healthy, safe environment where citizens can work, play and grow in a friendly, dynamic and diverse community valuing partnerships and opportunity.*

**I. CALL MEETING TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPOINTMENTS**

Consider a motion appointing Elizabeth Pérez Anderson to the Library Board for a term expiring June, 2012. (Pgs. 3-4)

**V. CITY MANAGER'S REPORT**

**VI. PUBLIC COMMENTS**

(30 minutes maximum, which may be extended at the Mayor's discretion, with an opportunity to speak for no more than 5 minutes per speaker allowed)

**VII. CONSENT CALENDAR**

Consider a motion approving September 19, 2011, City Council minutes. (Pgs. 5-11)

**VIII. PUBLIC HEARINGS**

Consider a motion approving **Resolution No. 2011-2973** approving Supplemental Budget #1 for the 2011-2012 Fiscal Year. (Pgs. 13-19)  
(Legislative Hearing)

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

## IX. NEW BUSINESS

1. Consider a motion accepting the Chehalem Valley Visitor Information Center's 2011-2012 First Quarter Report. (Pgs. 21-39)
2. Consider a motion approving **Resolution No. 2011-2979** the Newberg Public Library Strategic Plan 2011-2014. (Pgs. 41-57)
3. Consider a motion approving **Resolution No. 2011-2956** adopting an official City of Newberg logo design and guidelines for use. (Pgs. 59-64)
4. Consider a motion approving **Resolution No. 2011-2952** ratifying the Police Collective Bargaining Agreement expiring June 30, 2014. (Pgs. 65-112)

## X. COUNCIL BUSINESS

## XI. ADJOURNMENT

*ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services please call (503) 554-7793*

**Council accepts comments on agenda items during the meeting. Fill out a form identifying the item you wish to speak on prior to the agenda item beginning and turn it into the City Recorder. The exception is land use hearings, which requires a specific public hearing process. The City Council asks written testimony be submitted to the City Recorder before 5:00 p.m. on the preceding Thursday. Written testimony submitted after that will be brought before the Council on the night of the meeting for consideration and a vote to accept or not accept it into the record.**

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: November 7, 2011

Order \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion XX Information \_\_\_  
No. No. No.

**SUBJECT: Appointment to the Newberg Public Library Advisory Board**

Contact Person (Preparer) for this Motion: Leah M. Griffith, Library Director  
Dept.: Library  
File No.:

## RECOMMENDATION:

Approve the appointment by Mayor Andrews of **Elizabeth Perez Anderson** to Position #2 to complete a term expiring June 20, 2012; to the Newberg Public Library Board.

## EXECUTIVE SUMMARY:

The library advertised one opening on the library board during September and October with an article in The Newberg Graphic, postings at the library and city hall, announcements on the library and city's websites and in the library newsletter and library e-newsletter. The announcement was for Position #2, to fill an opening due to a resignation. Two applications were received by the deadline of October 14, 2011.

At its regular board meeting on October 20, 2011 the board interviewed the two candidates. Following deliberations, the Board determined that Ms. Perez Anderson, with her background as a lawyer, working for the City of Santa Barbara (CA) and her various advocacy activities for the Hispanic community would benefit the board in its activities. The slate of candidates was excellent and the Board was pleased to have such qualified candidates from which to make their recommendations.

The Board voted to recommend to Mayor Andrews that he appoint Elizabeth Perez Anderson to Position #2 to complete a term which will expire June 20, 2012; to the Newberg Public Library Board.

## FISCAL IMPACT:

None

## STRATEGIC ASSESSMENT:

It is vital for the Library to have a complete library board to advise on policies and issues.

## Press Release

For Immediate Release:

For additional information contact: Leah Griffith, Library Director  
503-537-1256 or [leah.griffith@ci.newberg.or.us](mailto:leah.griffith@ci.newberg.or.us)

### Library Board Opening

The City of Newberg is seeking applicants to fill one position on the Newberg Public Library Board. The Board is an advisory group composed of five members who meet monthly to discuss and take action on items affecting library service to the community. This is a critical time for the library as it is undertaking a capital campaign to enlarge the Children's Room and implementing the five year strategic plan.

Board members also recommend policies and rules for the governance of the library. The Board is composed of four members who live within the city limits of Newberg and one individual who represents the non-city residents in the Chehalem Valley service area of the library. There is one position available that requires residency within the city limits of Newberg for a term that ends June, 2012. The opening is due to a resignation.

Appointments to the Library Board are made by the Mayor with the approval of the City Council. Applications for the position are available online at [www.newberglibrary.org](http://www.newberglibrary.org), or at City Hall and the Library. Please return applications to the Newberg Public Library or the City Recorder at Newberg City Hall by **Friday, October 14, 2011, 5 pm.**

Candidates will be interviewed by the Library Board on **Thursday, October 20th** in the evening. The Board will recommend a candidate to the Mayor and the recommended candidate will be required to attend the Council meeting on **Monday, November 7 at 7 pm** for appointment. For further information contact Library director, Leah Griffith at 537-1256 or [leah.griffith@newbergoregon.gov](mailto:leah.griffith@newbergoregon.gov)

\*\*\*\*\* end \*\*\*\*\*

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: November 7, 2011

Order \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion XX Information \_\_\_  
No. No. No.

SUBJECT: Approve the September 19, 2011, City Council Meeting minutes.

Contact Person (Preparer) for this Motion: Norma Alley, City Recorder  
Dept.: Administration

## RECOMMENDATION:

Approve City Council minutes for preservation and permanent retention in the City's historical records.

## EXECUTIVE SUMMARY:

The City of Newberg City Council held a public meeting and minutes were recorded in text. In accordance to Oregon State Records Management law, the City of Newberg must preserve these minutes in hard copy form for permanent retention.

## FISCAL IMPACT:

None.

## STRATEGIC ASSESSMENT:

None.



Councilor Bart Rierson stated he heard the same from staff and the Planning Commission that he is an active member and a valuable addition; he supported the reappointment

**MOTION:** **Shelton/Rierson** consenting to the appointment Kale Rogers by the Mayor to the Student Planning Commission position for a term expiring August 31, 2011. Motion carried (6 Yes/0 No/1 Absent [Witherspoon]).

## VI. PUBLIC COMMENTS

Mr. John Trudel presented the Council with a signed copy of his recently published book he considers Newberg as a shining example of government.

Ms. Molly McDonald, The Mailroom owner, stated she will be handling the signed books and holding a public signing during October's First Friday ARTwalk as a way to benefit her business and bring some more foot traffic to her location.

## VII. CONSENT CALENDAR

Consider a motion approving August 15, 2011, City Council minutes.

**MOTION:** **Rierson/McKinney** approving the Consent Calendar including the City Council minutes from August 15, 2011. Motion carried (6 Yes/0 No/1 Absent [Witherspoon]).

## VIII. NEW BUSINESS

1. Consider a motion approving **Resolution No. 2011-2956** adopting an official City of Newberg logo and guidelines.

TIME – 7:18 PM

Ms. Leah Griffith, Library Director, presented the staff report (see official meeting packet for the full report).

Councilor Marc Shelton discussed the benefits of standardizing the City's logo used in print and on the website. Ms. Griffith added they will have a graphic artist put the logo into different formats for use on a website and print; the main objective is to remove all the logos around the City that have been developed over the years.

Mayor Andrews asked why the only options were going to be in black and white. Staff spoke of small cost savings in printing and the difficulty to come up with a color version everyone agrees on; the removal of the border was also mentioned because it appears dated.

Councilor Rierson said he likes moving towards standardization and spoke of his business being strict about not allowing logo variations; however, he does not believe it is right to just have a monochromatic logo for uses on the internet and such. He does believe there should be a black and white version available as well as a standardized color logo.

Councilor Ryan Howard agreed with the benefits of having a color version for business cards for example and did not think they would look as good with only black and white. He felt there should be a color version as well as a black and white option; he suggested using the blue multicolor one. He is also not as concerned with the outline border looking dated; he actually prefers it. Staff stated designers said it was difficult to work with the frame.

Discussions followed regarding the outline of the logo and the various color versions within the staff report.

**MOTION:** **Rierson/McKinney** to postpone **Resolution No. 2011-2956** to a date uncertain with added direction for staff to work with a graphic designer to come up with an updated version of the logo recommended in both monochromatic and color options.

Councilor Howard added consideration should be taken for the concerns with the border because of the difficulty to move around a file that has transparency on the corners; but, if the entire logo is preserved when moving to a permanent location and there is no border the contrasting background may take away from the logo. Staff stated the frame just looks outdated.

**MOTION:** To postpone **Resolution No. 2011-2956**. Motion carried (6 Yes/0 No/1 Absent [Witherspoon]).

2. Consider a motion approving **Resolution No. 2011-2964** authorizing the city manager to enter into a contract with LGC Pence for the construction of the animal shelter.

TIME – 7:35 PM

Mr. Danicic presented the staff report (see official meeting packet for the full report).

Councilor Howard asked about the payments expected on \$22,300.00 per year being around \$2,000.00 per month and wondered about the rates of fundraising recently. Staff asked to hold this question for response from the NASF.

Mayor Andrews opened the public testimony.

Ms. Jan Floren, President of Newberg Animal Shelter Friends (NASF), read a letter of support from the NASF Board of Directors and submitted a petition (see official meeting packet for the letter and petition).

Mr. Danicic stated the intent is not for fundraising to pay the loan back, but to go towards interior improvements and ongoing operational costs. Raising money for debt is more difficult. The City will take on the responsibility for that loan based on the original idea funds raised by the shelter would be supported by some sort of financial contribution from the City.

Councilor Rierson agreed the cost estimates presented to councils over the last eleven years have been closer to \$500,000.00 for total construction, but with the costs for the frontage improvements, legal fees, and an additional \$50,000.00 for the most recent plan updates by LGC Pence, they have already reached that half million dollar mark before building has even begun; these project totals have been increasing from the beginning as things have progressed. He gave some more background on the project and spoke of filling the funding gap by getting the City to support this to just get it done.

Ms. Floren added, starting construction will stimulate fundraising.

Mr. Rick Lipinski, NASF, spoke of activities completed over the last eleven years and their long term commitment. He spoke of money being spent on furthering their goals like the new sidewalks and additional \$50,000.00 for a new plan being paid by NASF funds raised. He added there has been an understanding of partnership with the City on this and he is asking the City to recognize the efforts they have demonstrated by helping.

Ms. Barbara Lipinski, NASF, said this is a group of dedicated people who are not going to stop fundraising. She spoke of people giving money needing to see progress. If construction starts, there will be more opportunities available to raise more money and get grants to finish the inside and for ongoing support.

Ms. Virginia Jungwirth stated she agreed with all that was said so far.

Ms. Connie VanHorn stated she just learned the finances for the project are under the management of the Council and spoke of the current animal shelter looking like an old chicken coop from an abandoned farm. She said she would be embarrassed if her dog got loose and ended up sitting there in that shed. She felt once people can see what their money is going towards they will be more willing to donate and that is what they really need.

Ms. Beckie Brown suggested if the increased amount of feces she has seen in the streets is any indication of the number of dogs living in the City, then collecting license fees from all of those dogs should provide more than enough funding for five animal shelters.

Mr. Robert Soppe spoke of the impressive volunteer effort, but he is concerned about the cost. He spoke of the initial proposal and working model many years ago and the only expense for the City was to be the land and the value of the existing shelter property to go towards construction. He recalled there was not to be any annual expense in the budget to the City and was to be entirely covered by contributions; he said we are now extremely far off from that with spending \$46,000.00 for the next two to three years and \$26,000.00 for seven years with increases for utilities and additional staffing expenses. He is concerned for the City's financial situation and wondered if they could afford this and what happens if the anticipated contributions are not received. He also asked for estimates on in-kind donations and for better clarity in the budget for the shared elements out of the wastewater fund or animal shelter funds for the driveway and sewer elements. Staff answered his questions regarding interest rates being reasonable for both sides, which staff said it is. Mr. Danicic also spoke about the break down of the estimated costs for the driveway and what funds came from wastewater. Mr. Soppe wondered if Council could make an informed decision without those numbers in hand.

Mr. Rick Lipinski said he spoke with many contractors over the years and it has been difficult to get verbal commitments from contractors and suppliers until progress can be shown. He said there are many who stand ready to provide the shelter with donations and needs, and they will come when construction gets started.

Mr. Roger Currier commended the NASF for all the years of hard work and staying at it this long with a lack of progress. He mentioned an air conditioning unit donation, unsigned memos of understanding, and his being skeptical the City could not draw or build a shell for this shelter with all the expertise they pay to have. He said it is easy to write someone else's check. He asked on behalf of himself and Ms. Pat Haight, who was unable to attend, who will ultimately own the shelter, under who will insurance fall, and who does it fall to for operation costs, especially when the City is reducing its own City Hall hours to save money. He asked what happens down the road when the City cannot afford to continue operating the shelter like it is with City Hall. He also mentioned the City giving the old site to Habitat for Humanity and said that money belongs to the animal shelter people and should not be going anywhere else.

Councilor Rierson spoke of being the Chair of the Animal Shelter Subcommittee for three years now, which was started because of the frustration in the lack of progress. If it had not been for the NASF and for the vision of Darlyn Adams nothing could have happened so far. He spoke about the condition of the current shelter and his faith in the NASF to raise the funds needed to keep it going, he also spoke briefly about working with the County, collecting more dog license fees, and skilled contractors waiting to volunteer their time when the project gets underway. He hoped others would support it.

**MOTION: Rierson/Bacon approving Resolution No. 2011-2964 authorizing the city manager to enter into a contract with LGC Pence for the construction of the animal shelter including the staff revision.**

Mr. Danicic recommended amending the second resolves regarding the amount to come from water SDC funds being \$200,000.00 and not \$500,000.00.

Mayor Andrews asked a representative from LGC Pence to clarify what some of the shared costs were.

Mr. Jeff Paren, LGC Pence, said the bids are broke out by off site work and shelter work. The off site work was the \$35,000.00, plus surveying costs. He spoke of a local bid with a low base of \$84,000.00 that did not include off site work and the NASF would pay for some of the sewer, gas, and power work. He was not real sure about the cost splits for the driveway regarding grade, rock, and flatwork; but, he could find out.

Councilor Howard thanked the NASF for all of their work, but stated he could not support this tonight because he needed more time to consider the City's contribution and if that can be sustained. He is not opposed to this, just not sure if he could decide today.

Councilor Stephen McKinney supported the resolution because so many have agreed to this regardless of where the path has led. He commended the NASF for being more than a great partner.

Councilor Denise Bacon said she loves dogs more than most people and will support this resolution. She said this is the City's responsibility to provide a good shelter and the NASF has been graciously helping the City to do what should have happened a long time ago so the animals do not continue to suffer.

Mayor Andrews said he will support taking action now to build this and get it done and it is the most reasonable product that has been put before them.

**VOTE:** Approving **Resolution No. 2011-2964**. Motion carried (5 Yes/1 No [Howard]/1 Absent [Witherspoon]).

Mayor Andrews recessed at 8:59 PM and reconvened at 9:06 PM.

**MOTION:** **Rierson/Andrews** to accept the written testimony and petition as submitted by Ms. Jan Floren. Motion carried (6 Yes/0 No/1 Absent [Witherspoon]).

3. Consider a motion approving **Resolution No. 2011-2969** establishing system development charge calculations for efficiency dwelling units based on their actual impacts.

TIME – 9:08 PM

Mayor Andrews spoke about communication from Mr. Soppe via email; Councilor Rierson had not seen this.

Mr. Brierley presented the staff report assisted by a PowerPoint slideshow and recommended adoption (see official meeting packet for full report).

Mayor Andrews referred to page 23 and asked about the difference between efficiency dwelling units and apartment complexes. Staff replied they need to be small units within another larger unit, not a large unit made up of small units.

Councilor Howard asked staff to clarify fixture units. Staff said it is an attempt to quantify usage. Councilor Howard asked about the kind of scale used and incremental increases. Staff said they would charge a set price per fixture unit without a ceiling to help offset loss in revenue; the System Development Charges (SDCs) are based on a general estimate of cost of improvements and the total impact.

Councilor Rierson said he was curious of what the real market value of an accessory structure under 600 square feet would be and if funding might be lost by reducing the actual SDC fees or if they are likely to bring in more fees for more affordable projects by encouraging development that might not otherwise happen. Staff said an increase is possible by giving incentive to people to come in to permit at a cheaper rate.

Mr. Soppe expressed concern for giving discounts on one end of the system and not on the other for risk of coming up short. He said it is reasonable to adopt a philosophy based on impacts, but he wondered if building with adding plumbing is the mechanism to contribute back to the SDC system, because people may build and then add on afterwards to avoid paying the SDC. He asked them to consider a more comprehensive application to all residential units and not a specific group; otherwise he thinks it is great to come closer to measuring real burdens.

Discussions continued regarding the example of a home with nine bathrooms having higher fixture counts and higher fees and recouping additional SDCs over \$5,000.00. They spoke of people not permitting because it seems unreasonable and methods to collect additional charges when expanding and extending the burden of extra baths to the next buyers.

Councilor Shelton referred to methodologies for collecting SDCs and the benefits of having affordable housing initiatives, asking the city attorney if there were legal problems with expanding those methodologies. He was concerned if they run the risk of using staff time to recalculate methodologies without benefitting from it. Mr. Danicic clarified they are not really giving anyone a break; they are just recognizing that smaller homes have a lower impact.

**MOTION: Howard/Bacon** approving **Resolution No. 2011-2969** establishing system development charge calculations for efficiency dwelling units based on their actual impacts. Motion carried (6 Yes/1 No[McKinney]/1 Absent [Witherspoon]).

**MOTION: Rierson/Andrews** to direct staff to provide a more complete SDC methodology for wastewater, sewer, water, and transportation fees and report findings if developments are paying less than their fair share. Motion carried (4 Yes/2 No[Shelton, McKinney]/1 Absent [Witherspoon]).

**IX. COUNCIL BUSINESS**

TIME – 9:51 PM

Staff distributed material on designated Veteran’s parking to discuss at the next council business meeting.

Councilor Rierson gave an update on the Chehalem Paddle Launch and a Willamette River clean-up event on October 8, 2011.

**X. ADJOURNMENT**

The meeting adjourned at 9:54 PM.

**ADOPTED** by the Newberg City Council this 7<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Norma I. Alley, City Recorder

**ATTEST** by the Mayor this 10<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Bob Andrews, Mayor

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# REQUEST FOR COUNCIL ACTION

**DATE ACTION REQUESTED: November 7, 2011**

<b>Order</b> ___	<b>Ordinance</b> ___	<b>Resolution</b> <u>XX</u>	<b>Motion</b> ___	<b>Information</b> ___
<b>No.</b>	<b>No.</b>	<b>No. 2011-2973</b>		

**SUBJECT: Request for approval of Supplemental Budget #1 for fiscal year 2011-2012.**

**Contact Person (Preparer) for this Motion: Janelle Nordyke**  
**Dept.: Finance**  
**File No.:**

**HEARING TYPE: ADMINISTRATIVE**

**RECOMMENDATION:**

Adopt **Resolution No. 2011-2973** approving Supplemental Budget #1 for fiscal year 2011-2012.

**EXECUTIVE SUMMARY:**

Staff has reviewed the previous fiscal years actual versus estimated year end numbers. A supplemental budget is needed to reconcile these differences. The following adjustments are required to supplement the adopted budget appropriations to comply with Oregon Budget Law. Refer to Exhibit "A" for a detailed accounting summary.

The projected carry-forward balances for each fund were estimated in the 2011-2012 budget process. At that time, there were still four months of revenue and expenditure activity remaining in the 2010-2011 fiscal year. The actual ending balances of several funds were higher than anticipated at June 30, 2011. The following beginning fund balance adjustments must be made to recognize additional resources provided by actual results for 2010-2011:

General (Fund 01)	\$ 707,279.00
Street (Fund 02)	\$ 27,361.00
Emergency Medical Services (Fund 05)	\$ 65,884.00
Wastewater (Fund 06)	\$ 521,981.00
Water (Fund 07)	\$ 355,219.00
Building Inspection (Fund 08)	\$ 13,612.00
Public Safety Fee (Fund 16)	\$ 69,246.00
Stormwater (Fund 17)	\$ 92,178.00
Library Gift & Memorial (Fund 22)	\$ 11,609.00
Animal Shelter (Fund 24)	\$ 1,148.00
Administrative Services (Fund 31)	\$ 127,276.00
Equipment Replace / Reserve (Fund 32)	\$ 77,422.00
Wastewater SDC (Fund 46)	\$ 96,786.00
Water SDC (Fund 47)	\$ 67,895.00

The City has been waiting to purchase the School Street property for the Library department for the past two fiscal years at a cost of \$165,000.00. Due to property foreclosure proceedings, the sale has been delayed until December, 2011. Over the course of the past two years, the purchase had been budgeted by the City, but due to the uncertainty surrounding the property, the purchase was not included in the 2011-2012 General Fund budget (Fund 01). Now that a new sale date has been set, the City must

appropriate the funds out of Library Capital Outlay to make the purchase. The funding will come from the General Fund Contingency. With the increase in the General Fund (Fund 01) beginning fund balance and the adjustments mentioned in the current and following paragraphs, the net adjustment to General Fund Contingency is an increase in the amount of \$520,013.00.

During the 2011-2012 Budget process, the Transfer Out for the new Animal Shelter property loan in the amount of \$19,639.00 from the General Fund to the Wastewater Fund was recorded. However, the Transfer In to the Wastewater Fund (Fund 6) from the General Fund in the amount of \$19,639.00 was not. This recognizes the transfer of \$19,639.00 into the Wastewater Fund from the General Fund. When the City purchased the land for the Hwy 240 Pump Station, there was a residential structure on the property. Rather than try to sell this residence during unfavorable real estate market conditions, the City has elected to rent it out. There have been expenses related to preparing and renting out the structure amounting to \$10,000.00 that must be appropriated in the Wastewater Fund (Fund 06). The estimated rental revenue of \$13,800.00 must also be recognized. With the increase in the beginning fund balance and the adjustments mentioned above, the net increase to the Wastewater Contingency is \$545,420.00.

During the 2011-2012 budget process, the Children's Room Donations and the Grant Revenue lines in the Library Gift and Memorial Fund (Fund 22) were overstated, as well as the amount of the related Contingency. A supplemental budget adjust is needed to correct the error. With the increase in the beginning fund balance and the adjustment mentioned above, the impact is a decrease to the revenue of (\$35,000.00) and a decrease in the Contingency appropriation of (\$23,391.00).

In budgeting for payroll, there was a clerical error in the linking of a pay grade in the Legal department (Fund 31) in the amount of \$6,000.00. With the increase in the beginning fund balance and the adjustment mentioned, the difference is a net increase to Contingency of \$121,276.00.

Construction on the new Animal Shelter was temporarily put on hold during the 2010-2011 fiscal year while additional financing was being secured. The Animal Shelter Capital Project (Fund 24) estimated ending fund balance has been increased by \$1,148.00.

The City Facilities Fund (Fund 34) will be reactivated in 2011-2012 to account for additional financing and expenditures related to the City's portion of the new Animal Shelter Facility construction. A transfer of \$200,000.00 into the City Facilities Fund from the Water SDC Fund (Fund 47) must be recognized and the related expense appropriated.

City Council approved an interfund loan between the Water SDC Fund (Fund 47) and the General Fund (Fund 01) in September, 2011, to provide funds for construction of the new Animal Shelter facility. The first debt payment for this interfund loan must be added to the 2011-2012 budget. The supplemental budget appropriates a transfer from the General Fund to the Water SDC Fund in the amount of \$22,266.00, to account for principal and interest. The resource for this transfer will be a reduction to General Fund Contingency (see Resolution No. 2011-2964 for detailed information). Future payments will be appropriated during the regular budget process. With the increase in the beginning fund balance and the adjustments mentioned in the above paragraphs, the net decrease to the Water SDC Contingency is (\$109,839.00).

In the Fire and EMS Equipment Fee Fund (Fund 33), additional appropriations must be made to purchase a replacement ambulance for the vehicle totaled in an accident during August, 2011. The estimated additional expenditures needed is \$220,000.00. The source for this funding will be a reduction to the Contingency in Fund 33. When the claim is settled the insurance proceeds from the

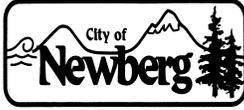
accident will then be recognized in a future supplemental budget.

**FISCAL IMPACT:**

The annual budget appropriation increase requested is \$2,455,601.00 for a total budget of \$68,482,882.00.

**STRATEGIC ASSESSMENT:**

The adoption of this supplemental budget will accurately reflect the activity of the City. The public hearing for the supplemental budget was noticed in the paper of record, the Newberg Graphic, the week of October 24, 2011.



## RESOLUTION No. 2011-2973

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**A RESOLUTION TO ADOPT SUPPLEMENTAL BUDGET #1 FOR FISCAL YEAR 2011-2012 BEGINNING JULY 1, 2011, AND ENDING JUNE 30, 2012**

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**RECITALS:**

1. The 2011-2012 Budget was adopted by Resolution No. 2011-2953, June 6, 2011, by the City Council.
2. Since then circumstances require changes to the budget as shown in Exhibit "A", which is hereby attached and by this reference incorporated.

**THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

To recognize actual carryover beginning balances, appropriate expenditure changes and recognize changes in contingencies as attached in Exhibit "A", which is hereby adopted and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: November 8, 2011.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 7<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Norma I. Alley, City Recorder

**ATTEST** by the Mayor this 10<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Bob Andrews, Mayor

**LEGISLATIVE HISTORY**

By and through \_\_\_\_\_ Committee at \_\_\_\_ / \_\_\_\_ /200x meeting. Or, X None.  
(committee name) (date) (check if applicable)

# EXHIBIT "A"

City of Newberg  
Supplemental Budget #1  
Fiscal Year 2011-2012

<u>FUND 01 - GENERAL FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	1,796,531	707,279	2,503,810
Library Capital Outlay	<i>Increase</i>	-	165,000	165,000
Transfer Out - Water SDC	<i>Increase</i>	-	22,266	22,266
Contingency	<i>Increase</i>	25,542	520,013	545,555
<i>To recognize the increased carryover from 2010-11 ending fund balance, to appropriate expenditures not used in the prior year for the School St house for future Library expansion, to appropriate interfund loan debt repayment for the Animal Shelter construction, and to appropriate the difference to Contingency.</i>				
<u>FUND 02 - STREET FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	285,154	27,361	312,515
Contingency	<i>Increase</i>	155,406	27,361	182,767
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 05 - EMERGENCY MEDICAL SERVICES FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	181,642	65,884	247,526
Contingency	<i>Increase</i>	72,517	65,884	138,401
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 06 - WASTEWATER FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	2,139,595	521,981	2,661,576
Transfer In - General Fund	<i>Increase</i>	-	19,639	19,639
Illinois Street Rental (Revenue)	<i>Increase</i>	-	13,800	13,800
Illinois Street Rental (Expenses)	<i>Increase</i>	-	10,000	10,000
Contingency	<i>Increase</i>	2,998,801	545,420	3,544,221
<i>To recognize the increased carryover from 2010-11 ending fund balance, to correct a clerical error in the 2011-2012 adopted budget related to the interfund debt repayment from General Fund to the Wastewater Fund, to recognize and appropriate revenues and expenditures for the Illinois Street rental house purchased in conjunction with the property for the Highway 240 pump station, and to appropriate the difference to</i>				

## EXHIBIT "A"

<u>FUND 07 - WATER FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 2,644,133.00	\$ 355,219.00	\$ 2,999,352.00
Contingency	<i>Increase</i>	\$ 1,849,954.00	\$ 355,219.00	\$ 2,205,173.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 08 - BUILDING INSPECTION FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 11,231.00	\$ 13,612.00	\$ 24,843.00
Contingency	<i>Increase</i>	\$ 37,018.00	\$ 13,612.00	\$ 50,630.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 16 - PUBLIC SAFETY FEE</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 163,578.00	\$ 69,246.00	\$ 232,824.00
Contingency	<i>Increase</i>	\$ 153,274.00	\$ 69,246.00	\$ 222,520.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 17 - STORMWATER FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 652,402.00	\$ 92,178.00	\$ 744,580.00
Contingency	<i>Increase</i>	\$ 449,421.00	\$ 92,178.00	\$ 541,599.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 22 - LIBRARY GIFT &amp; MEMORIAL FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 76,597.00	\$ 11,609.00	\$ 88,206.00
Children's Room Remodel/Grants (Revenues)	<i>Decrease</i>	\$ 120,000.00	\$ (35,000.00)	\$ 85,000.00
Contingency	<i>Decrease</i>	\$ 89,997.00	\$ (23,391.00)	\$ 66,606.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to correct Children's Room Remodel Reserve balance that should be budgeted for expenditure during remodel process.</i>				
<u>FUND 24 - ANIMAL SHELTER FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 377,600.00	\$ 1,148.00	\$ 378,748.00
Animal Shelter (NASF) Construction	<i>Increase</i>	\$ 377,800.00	\$ 1,148.00	\$ 378,948.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and appropriate increased needs of the approved animal shelter project.</i>				

## EXHIBIT "A"

<u>FUND 31 - ADMIN SUPPORT SERVICES FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 369,499.00	\$ 127,276.00	\$ 496,775.00
Clerical Salaries - Legal	<i>Increase</i>	\$ 46,662.00	\$ 6,000.00	\$ 52,662.00
Contingency	<i>Increase</i>	\$ 334,549.00	\$ 121,276.00	\$ 455,825.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate increase in Legal salaries to correct clerical error in payroll budget.</i>				
<u>FUND 32 - EQUIPMENT REPLACEMENT FUND</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 1,406,812.00	\$ 77,422.00	\$ 1,484,234.00
Contingency	<i>Increase</i>	\$ 1,325,118.00	\$ 77,422.00	\$ 1,402,540.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 33 - FIRE &amp; EMS EQUIPMENT FEE FUND</u>		BUDGET	CHANGE	REVISED
Capital Outlay - Vehicle	<i>Increase</i>	\$ 220,000.00	\$ 220,000.00	\$ 440,000.00
Contingency	<i>Decrease</i>	\$ 275,224.00	\$ (220,000.00)	\$ 55,224.00
<i>To appropriate expenditures for the replacement of the ambulance that was totaled in a wreck on August 4, 2011.</i>				
<u>FUND 34 - CITY FACILITIES FUND</u>		BUDGET	CHANGE	REVISED
Transfer In - Water SDC Fund	<i>Increase</i>	\$ -	\$ 200,000.00	\$ 200,000.00
New Animal Shelter (City) Construction	<i>Increase</i>	\$ -	\$ 200,000.00	\$ 200,000.00
<i>To recognize transfers in from Water SDC fund and appropriate expenditures for the additional animal shelter construction.</i>				
<u>FUND 46 - WASTEWATER SDC</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 1,014,880.00	\$ 96,786.00	\$ 1,111,666.00
Contingency	<i>Increase</i>	\$ 881,608.00	\$ 96,786.00	\$ 978,394.00
<i>To recognize the increased carryover from 2010-11 ending fund balance and to appropriate the amount to Contingency.</i>				
<u>FUND 47 - WATER SDC</u>		BUDGET	CHANGE	REVISED
Beg F/B - Net Working Capital	<i>Increase</i>	\$ 1,408,463.00	\$ 67,895.00	\$ 1,476,358.00
Transfer In - General Fund	<i>Increase</i>	\$ -	\$ 22,266.00	\$ 22,266.00
Transfer Out - City Facilities	<i>Increase</i>	\$ -	\$ 200,000.00	\$ 200,000.00
Contingency	<i>Decrease</i>	\$ 655,994.00	\$ (109,839.00)	\$ 546,155.00
<i>To recognize the increased carryover from 2010-11 ending fund balance, recognize interfund loan payment, and to appropriate transfer for animal shelter facility construction.</i>				
Total Increase in appropriations:			<u>\$ 2,455,601.00</u>	

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# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: November 7, 2011

Order \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion XX Information \_\_\_  
No. No. No.

**SUBJECT: Approve the Chamber of Commerce quarterly report for the Chehalem Valley Visitor Information Center.**

Contact Person (Preparer) for this Motion: Norma Alley, City Recorder  
Dept.: Administration  
File No.:

## RECOMMENDATION:

Approve the Chamber of Commerce 2011-2012 first quarter report for the Chehalem Valley Visitor Information Center.

## EXECUTIVE SUMMARY:

The City of Newberg helps financially support the Chehalem Valley Visitor Information Center. As part of that support, the City Council has requested the Visitor Information Center provide budget reports.

## FISCAL IMPACT:

The City of Newberg is currently funding the Visitor Information Center with a contribution of 25% of the Transient Lodging Tax revenue.

## STRATEGIC ASSESSMENT:

The City Council has determined that the operation of a Visitor Information Center is in the best interests of the city's business community and promotes tourism and economic development in the Newberg area.

October 19, 2011

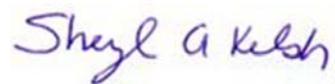
Norma Alley, MMC  
City Recorder  
City of Newberg  
PO Box 790  
Newberg, OR 97132

Dear Norma:

The Chehalem Valley Chamber of Commerce is pleased to submit the first quarter report of 2011-2012 for the Visitor Information Center. Please distribute these documents to the Mayor and City Council members.

Please schedule the Visitor Center report for the Council meeting on November 7th; I would like to make a brief presentation at that time.

Sincerely,



Sheryl Kelsh  
Executive Director

	Q1	YTD 11-12	Budget
<b>REVENUE:</b>			
City of Newberg	\$21,000.00	\$21,000.00	\$81,250.00
Newberg Chamber contribution	\$29,568.90	\$29,568.90	\$51,000.00
<b>TOTAL REVENUES:</b>	<b>\$50,568.90</b>	<b>\$50,568.90</b>	<b>\$132,250.00</b>
<b>EXPENSES:</b>			
Personnel	\$10,733.85	\$10,733.85	\$46,000.00
Marketing	\$6,781.73	\$6,781.73	\$27,000.00
Overhead/Utilities, etc.	\$17,553.32	\$17,553.32	\$43,750.00
Capitol Improvements	\$15,500.00	\$15,500.00	\$15,500.00
<b>TOTAL EXPENSES:</b>	<b>\$50,568.90</b>	<b>\$50,568.90</b>	<b>\$132,250.00</b>

# *Chehalem Valley*

CHAMBER OF COMMERCE & VISITORS CENTER

## 2010-2011 Supplemental Budget Information

In September 2011 the Chehalem Valley Visitors Center received an additional sum of \$33,144.52 from the City of Newberg for Transient Occupancy Tax collection in the 2010-2011 Fiscal Year. The additional funds were unbudgeted and not part of the 2011-2012 Marketing Plan. We plan on using the funds to primarily fund our marketing plan.

Fifty percent of the funds have been placed in reserves. The remaining sum will be used to accomplish the following tourism promotion projects:

1. Video Production of a tourism video that can be played in the visitor's center. The project will include an editable format so that Visitor Center staff can upload current events. In addition the video will be reproduced in formats that can be uploaded and used on our website or the website of our other tourism partners at Travel Yamhill Valley and the Willamette Valley Visitors Association. \$6360.00 (Note: I did seek a grant through Travel Oregon for this project but was not successful in obtaining the funding this year)
2. Advertising in the 2012 Official Oregon Visitor Guide. Circulation is 300,000. The publication is the only fulfillment piece that Travel Oregon publishes. It is distributed through all of the State Welcome Centers in the State along with regional visitor centers. It is also the only piece that Travel Oregon mails to out of state visitors that inquire about travel information online or via 1-800#. 1/6 page \$2200.00
3. Advertising on the Travel Oregon Website. The Curious Traveler is the key consumer portal for travel information promoted by Travel Oregon's 4.8 million dollar marketing campaign. 1.7 million unique visits and more than eight million page views annually. \$400 per month for 6 months - \$2400.00
4. Design upgrades to the Chehalem Valley Chamber and Visitors Center Website \$3995.00.

# Chehalem Valley Chamber Visitors Center Report

October 2011



## Trilogy Festival 2011

The third annual Trilogy Festival was held on September 10, 2011 at Oakhurst Thoroughbreds. The primary objective of the festival is to attract visitors from outside Yamhill County to the event to promote our local wineries, restaurants and artists. The festival attracted over 750 people. Over half of the attendees were from the Portland/Vancouver area.

## Visitor Center Highlights

### First Quarter

- 832 Walk-in Visitors, 15,602 Website Visits & 2218 Phone Calls

## Chehalem Valley Tourism Produces over 1 Million Dollars in Earned Media in Third quarter!

The Chehalem Valley Chamber continues to respond to a variety of media contacts that are looking for story ideas to cover in the local area. We are often contacted directly by freelance writers looking for recommendations on places to stay, attractions, restaurants and wineries. In addition we respond to media referrals from Travel Oregon. In November our area was featured in an 8 page 4-color article in Rachel Ray Magazine. We received a 2 page 4-color article in 1859 Magazine and a 2 page 4-color article in Sept/Oct AAA Magazine. The earned media value for these articles is more than 1 million dollars.



## 2011 Visitor Center Services

### The Willows Bed & Breakfast Newberg, OR

A distinctive One or Two-Bedroom Suite in Oregon's Willamette Valley Wine Country.

The Willows combines the modern accommodations of a boutique hotel with the friendly treatment of a bed and breakfast. The delightful B & B operated by Mitzi Vondrachek opened in June 2011.



### UPROOTED

Reviewed on  
Yelp  
August 2011



A perfect stop if you're wine tasting in the area. Great food and won't tie up prime tasting room hours in a long lunch. We had the truffle oil fries, deep fried oysters and heirloom tomato sandwich. All great. I would say in particular - get the fries! Served from an old Airstream. Picnic tables have umbrellas if you want to stay out of the sun. (Five out of Five Stars)



The Chehalem Valley Chamber of Commerce was honored at a reception at Willamette Valley Vineyards last month for our contributions and advocacy on behalf of the Wine Country License Plate bill. SB 442 was signed into law this summer by Governor John Kitzhaber establishing the Wine Country specialty license plate, the first initiative of its kind in the nation.

Plates will be available for a \$30 surcharge due at issuance and every two-year renewal. Wine Country plate proceeds will be directed to the Oregon Tourism Commission to support the promotion of Oregon as a travel & tourism destination, and will be distributed as follows:

- 50% to matching grants for wine & culinary tourism promotion
- 50% to regional tourism agencies throughout Oregon, based on an acreage formula of grapes in production

The bill was conceived and initiated by Travel Salem. The Chehalem Valley Chamber in collaboration with Travel Yamhill Valley provided legislative advocacy on the project. Plates should be available in March of 2012. The Chamber and any of our tourism partners in the area are eligible to apply for the grants.

40+  
BONUS  
PAGES

**15-Minute Dinners**  
(FOR THE REST OF THE MONTH)

BLACK FRIDAY  
*Steals & Deals*



TAKE A BITE OUTTA LIFE!

# Every Day

with Rachael Ray

OUR BIGGEST THANKSGIVING EVER!

## TURKEY DAY TAKEOVER!

322 IDEAS  
121 RECIPES  
9 MENUS

Plus: Deliciously Different Sides,  
Make-Ahead Appetizers,  
& How to Use Every Leftover!

NOVEMBER 2011



RACHAELRAYMAG.COM

Page 27

RECYCLED PAPER



# harvest HOLIDAY

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WE FOUND YOUR FAMILY'S DREAM VACATION SPOT:  
**OREGON'S WILLAMETTE VALLEY**, WHERE THERE'S PINOT FOR  
THE ADULTS, WATERSLIDES AND WATERFALLS FOR THE KIDS, AND MILES  
OF PICNIC-FRIENDLY PASTURELAND FOR EVERYONE.  
VISIT ON **THANKSGIVING WEEKEND**, WHEN 150 WINERIES HOST  
SPECIAL BARBECUES, PARTIES AND TASTINGS, AND YOU'LL AGREE: THIS  
JUST MIGHT BE THE MOST FAMILY-FRIENDLY WINE REGION IN AMERICA.

BY ELAINE GLUSAC



PHOTOGRAPHY BY CORAL VON ZUMWALT

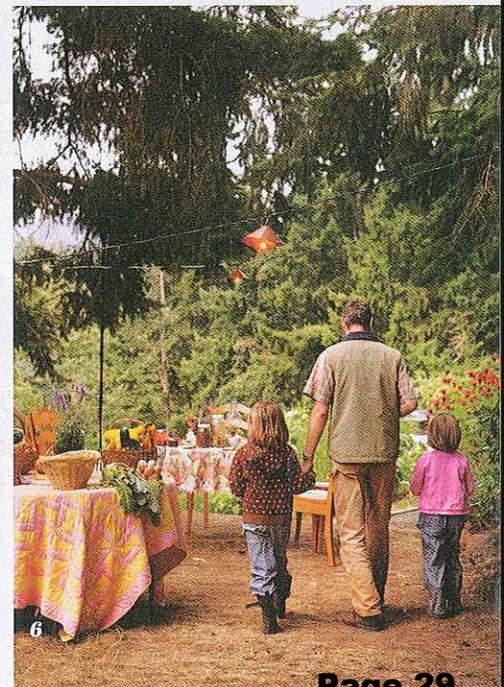
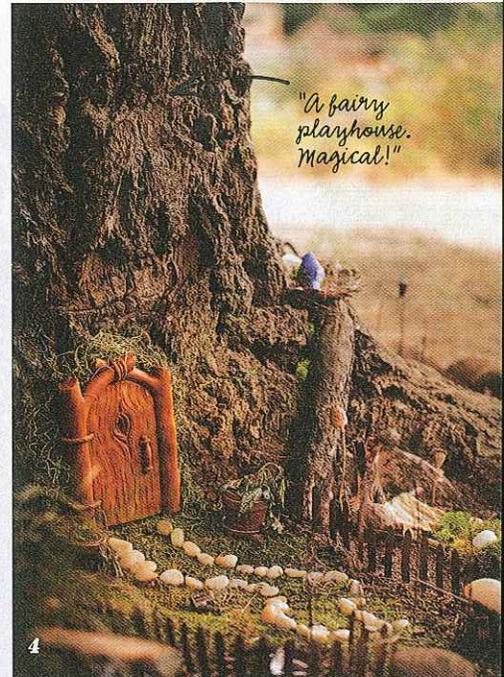
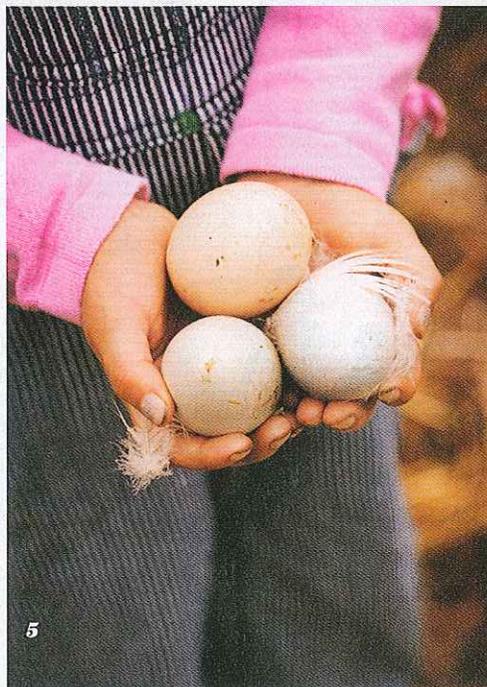
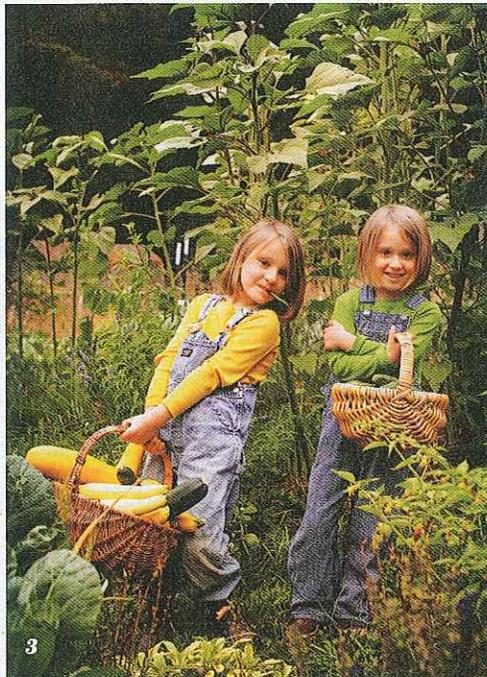
When you think family vacation, wine country might not immediately spring to mind. Maybe that's because you haven't been to Willamette Valley. Here, just 45 minutes from Portland, you'll find one-stoplight towns scattered throughout lush rolling hills, hazelnut orchards and grapevines. It may look like quaint farmland, but tons of adventures await—on a bocce ball court, say, or at an indoor water park. And unlike more popular wine regions, this one has a come-as-you-are vibe. Dozens of affordable mom-and-pop inns and fuss-free restaurants lure families, and kids are allowed at the wineries: While you sip, they'll run around the vines. After sampling pinot, you can hike under a waterfall or ride an ATV, or do both—is this an amazing place or what? Here are eight more reasons your family should consider making it a Thanksgiving travel tradition.

**1 You can start the day collecting eggs.**

Wake up at any B&B and you might expect to eat a breakfast made from locally grown ingredients. What's rarer is to gather them yourself. At the 5-acre Deer Haven Farms Bed & Breakfast (18685 N.E. Deer Haven Dr., Newberg, [deerhavenfarmsbb.org](http://deerhavenfarmsbb.org); family suite \$275), guests of all ages are encouraged to collect eggs, pick ripe vegetables or berries, and mingle with all the farm animals—peking ducks, holstein cows and, of course, chickens. As owner Christina Sommers says, "Kids don't have to contain themselves here." Instead, they play: Her 6- and 7-year-old daughters share their books and farm-animal toys. If the one suite at Deer Haven is booked, try the eight-room Youngberg Hill Inn (10660 S.W. Youngberg Hill Road, McMinnville, [youngberghill.com](http://youngberghill.com); doubles from \$180), where horses graze in the pasture, or the affordable Hotel Oregon (310 N.E. Evans St., McMinnville, [mcmenamins.com](http://mcmenamins.com); doubles from \$60), smack-dab in town.

**2 Vineyards are perfect picnic spots.**

No need to stop for lunch: Pick up cured meats, cheese and crusty bread from Red Hills Market (115 S.W. 7th St., Dundee, [redhillsmarket.com](http://redhillsmarket.com))—pausing to play on their outdoor bocce court—and then spread out at a winery. The valley views are particularly stunning at Vista Hills Vineyard & Winery (6475 Hilltop Lane, Dayton, [vistahillsvineyard.com](http://vistahillsvineyard.com); tastings \$10). "We've got lots of outdoor space and big decks," says Dave Petterson, general manager and winemaker. "My boys throw rocks in the pond, run around the grass, draw with sidewalk chalk and have a great time." At the super-social Montinore Estate (3663 S.W. Dillely Road, Forest Grove, [montinore.com](http://montinore.com); tastings \$5), you can set up your picnic near live music once a month and throughout Thanksgiving weekend.



**THIS PAGE**  
 All pictures taken at Deer Haven Farms Bed & Breakfast  
 1. Quiche, before owner Christina Sommers pours in the egg mixture  
 2. The children's playhouse  
 3. Gathering vegetables from the backyard garden  
 4. Miniature fairy homes built into the trees  
 5. Chicken and goose eggs  
 6. Owner Stuart Sommers walks his daughters to the breakfast table.

"A fairy playhouse. Magical!"

### 3 You'll go on adventures between tastings!

Experience the wine country in an active way. Board an ATV (all-terrain vehicle) and take a bumpy 2-mile loop around the fields at Sokol Blosser (5000 Sokol Blosser Lane, Dundee, [sokolblosser.com](http://sokolblosser.com), 503-864-2282; rides \$30 per person by appointment). Mount a horse with Equestrian Wine Tours (6325 N.E. Abbey Road, Carlton, [equestrianwinetours.com](http://equestrianwinetours.com); \$50 per hour) and ride around the vineyards of Dundee, tying your mare to a hitching post at each winery. Check out the olive oil press in action—it's harvest time!—at Red Ridge Farms (5510 N.E. Breyman Orchards Road, Dayton; [redridgefarms.com](http://redridgefarms.com)). And pick out your Christmas fir at A Blooming Hill Vineyard & Winery (5195 S.W. Hergert Road, Cornelius, [abloomingshillvineyard.com](http://abloomingshillvineyard.com)), where kids get to pluck a wrapped present from the "treasure tree."

### 4 You can see 10 waterfalls on one hike!

At the base of the Cascade Mountain Range sits Silver Falls State Park (\$5 parking, [oregonstateparks.org](http://oregonstateparks.org)), where you can ogle the state's rugged beauty on the unforgettable 8-mile Trail of Ten Falls.

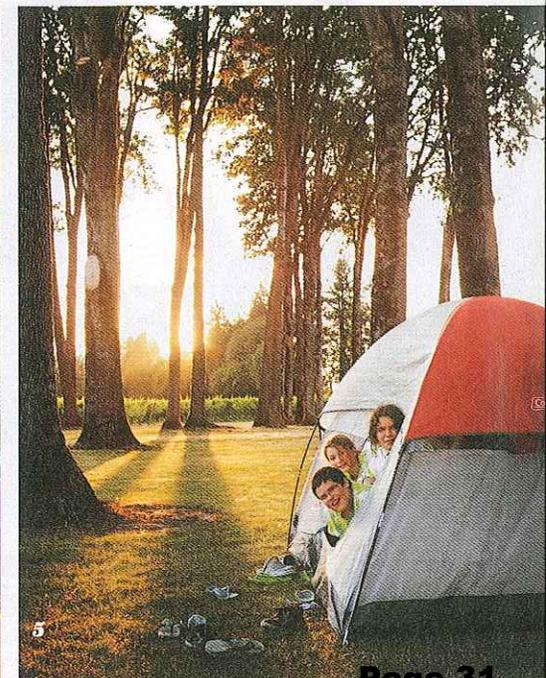
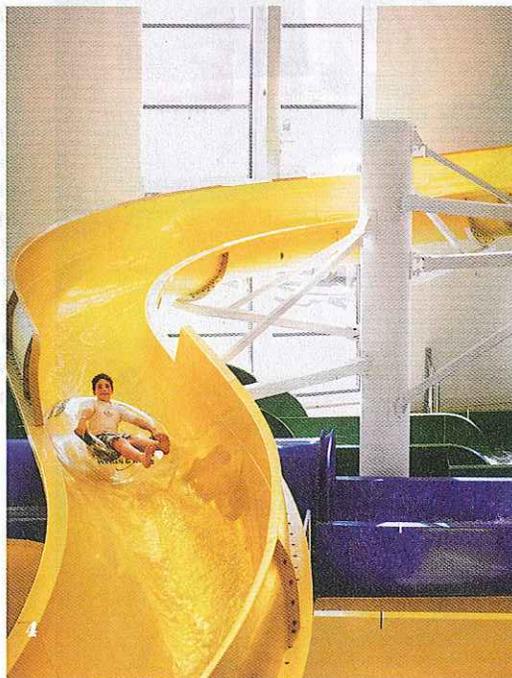
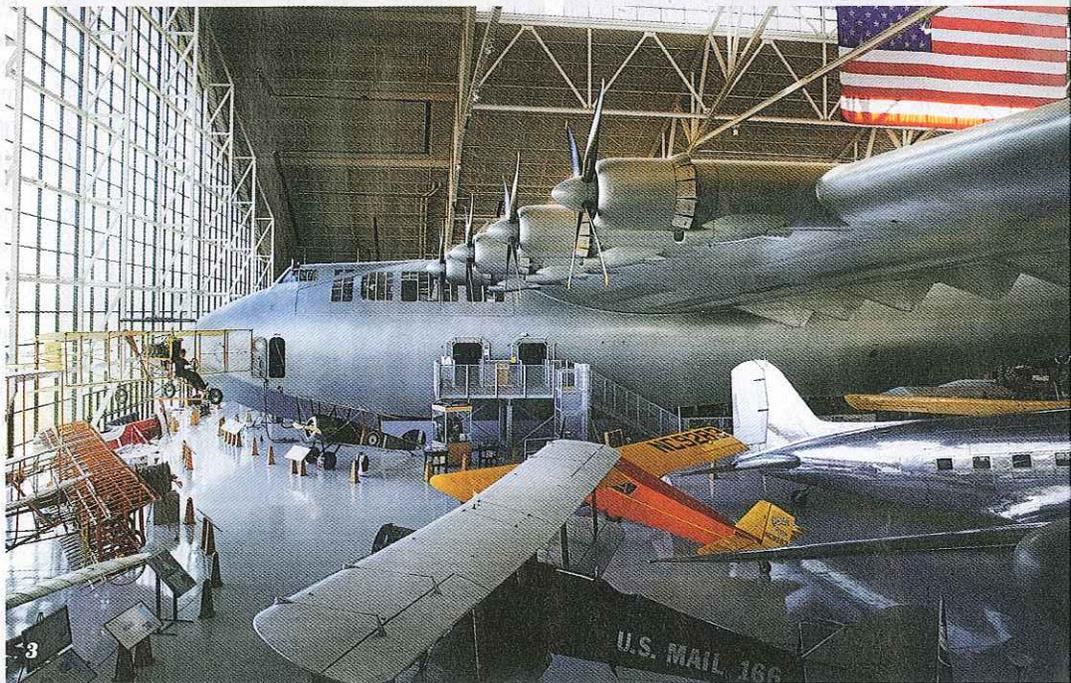
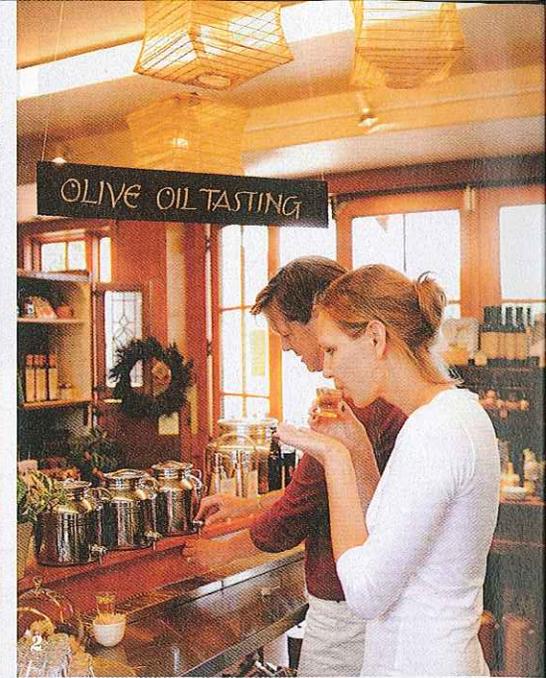
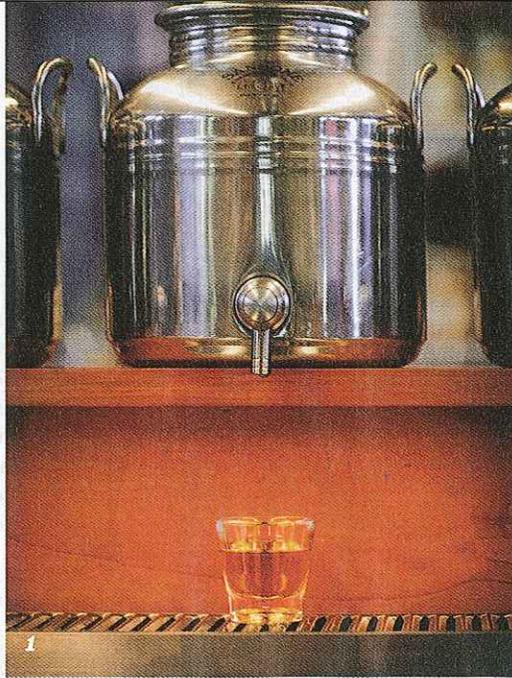
### 5 The museums are made for kids.

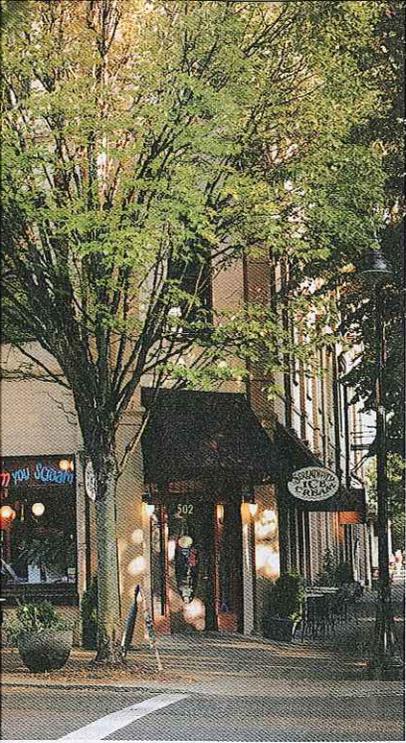
No need for indoor voices at A.C. Gilbert's Discovery Village (\$7 admission, [acgilbert.org](http://acgilbert.org)), where kids can board an American Flyer train and climb a supersize Erector Set tower. Strip down to your bathing suit at the Wings & Waves Waterpark, a splashy addition to Evergreen Aviation & Space Museum (admission from \$18, [evergreenmuseum.org](http://evergreenmuseum.org)). Rip down a waterslide spouting from a Boeing 747, then dry off and climb into the cockpit of the Spruce Goose, the largest aircraft ever built. You could spend a whole day dashing to and from planes, slides and IMAX movies (\$9 for kids, \$11 for adults).



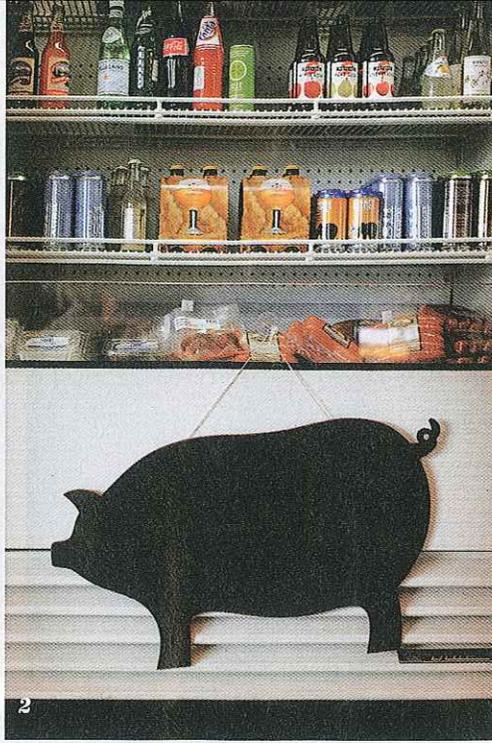
**OPPOSITE PAGE**  
*An Equestrian Wine  
Tours stroll through Vista  
Hills Vineyard & Winery*

- THIS PAGE**
1. Red Ridge Farms  
homemade olive oil
  2. Olive oil tasting room  
at Red Ridge Farms
  3. Spruce Goose, the  
World War II-era  
aircraft, at the Evergreen  
Aviation &  
Space Museum
  4. The indoor Wings &  
Waves Waterpark
  5. On-site campground at  
the Evergreen Aviation &  
Space Museum





**PAGE**  
 McMinnville's quaint  
 and eateries  
 picnic goodies at Red  
 Market  
 peymooners share  
 illed beet soup at  
 munity Plate. Aw!



## 6 You can cuddle with an alpaca!

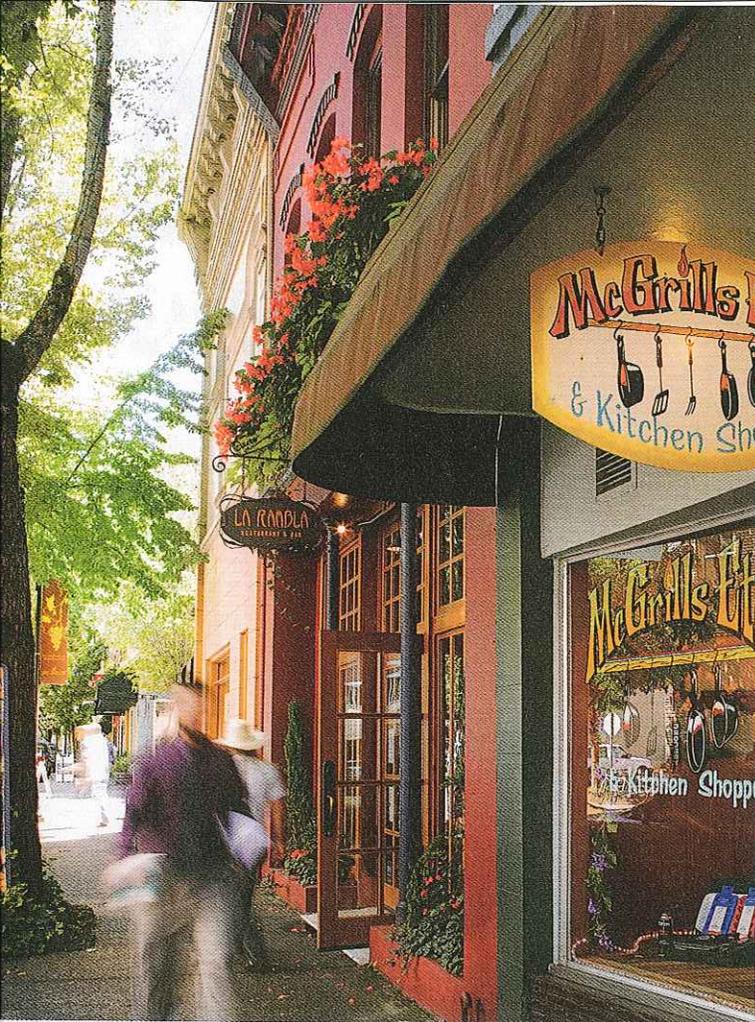
Pet dozens of adorable, Muppet-like alpacas at Willakenzie Lavender Farm (open November 25-27 and by appointment, 19700 N.W. Adcock Road, Yamhill, [willakenzielavender.com](http://willakenzielavender.com); teddy bears from \$12.50). In the gift shop, you can scoop up fuzzy little teddy bears (made with alpaca fiber)—plus lavender candles and soaps, homemade from the fields. Visit again in summer to see the stunning flowers in full, fragrant bloom.

## 7 Did we mention the food is amazing?

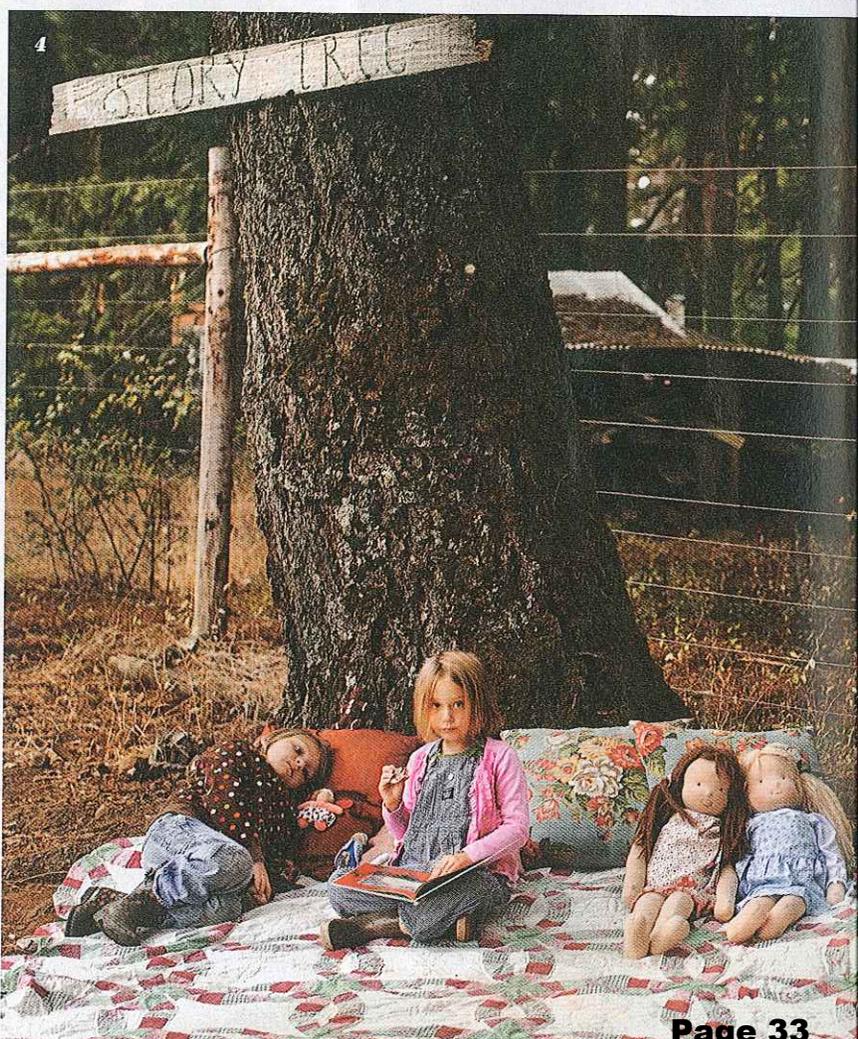
You might know that Portland is a big food town. Those farm-fresh foodie sensibilities have traveled here—along with some of the state's best chefs. Eric Bechard left Portland to open the acclaimed Thistle (228 N.E. Evans St., McMinnville, 503-472-9623; entrées from \$20), and he updates its chalkboard menu every night. “There are not many places in the world where you can find 15 farmers within a 45-mile radius that can supply nearly all the necessary food,” says the chef. The 26-seater is booked six weeks in advance, but anyone can sample his elegantly rustic cooking (we like the bacon, lettuce and beet sandwich) at Community Plate (315 N.E. Third St., 503-687-1902; sandwiches from \$5). In McMinnville (which Bechard calls “a magical town”), tasty treats are within walking distance: Try lamb skewers and other Spanish tapas at La Rambla (238 N.E. Third St., 503-435-2126; tapas from \$13), or a margherita pizza at Nick’s Italian Café (521 N.E. Third St., 503-434-4471; pizzas from \$14).

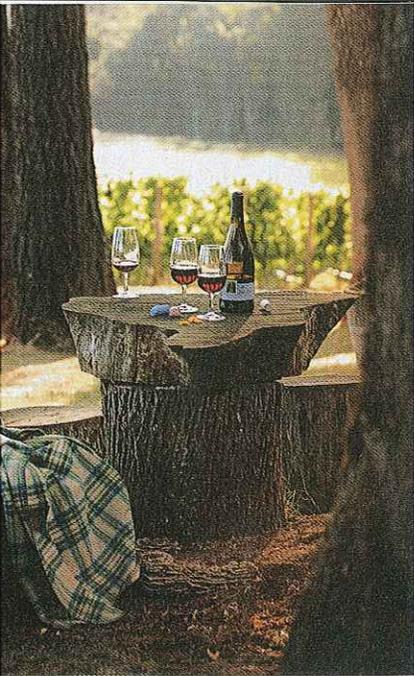
## 8 Don't forget snacks for the road!

Before you leave town, stock up on Oregon treats. At NW Food & Gifts (445 N.E. Third St., McMinnville, [nwfoodandgifts.com](http://nwfoodandgifts.com)), you can fill your arms with Oregon Hill huckleberry jam, The Briggittine Monks Gourmet Confections chocolate truffles and McTavish hazelnut shortbread cookies. For fresh hazelnuts (the chief local crop before grapes moved in), dried sour cherries and vacuum-packed smoked salmon, hit up Saturday’s fantastic McMinnville Public Market (10 a.m.–3 p.m., 755 N.E. Eighth St., [mcminnvillepublicmarket.com](http://mcminnvillepublicmarket.com)), where you and your clan can take in live music while strolling through the wine and beer garden, arts and crafts booths, and dog wash. It’s no surprise that in Willamette Valley, the farmers’ market is more than just a market—it’s a big ol’ party.

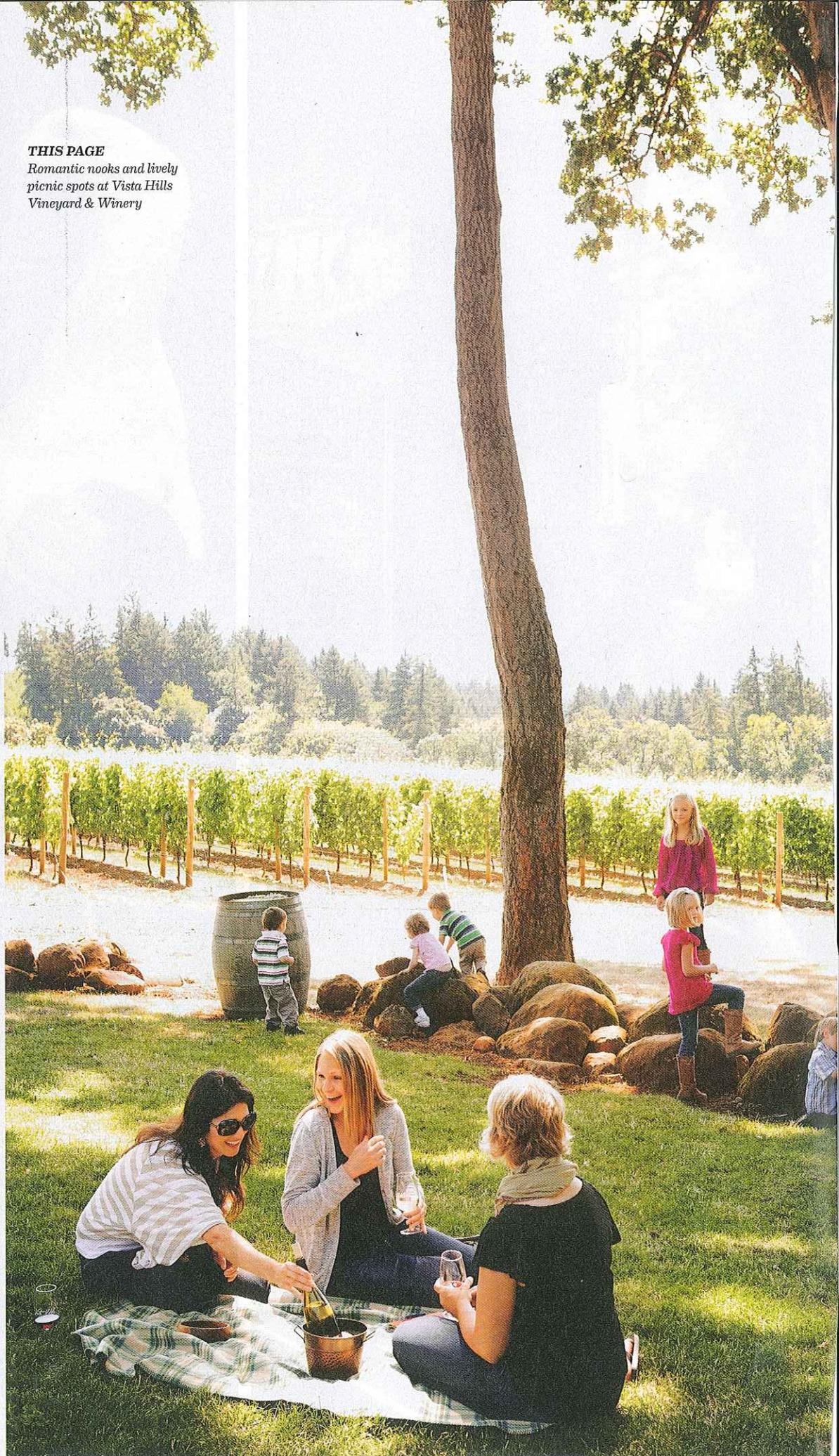


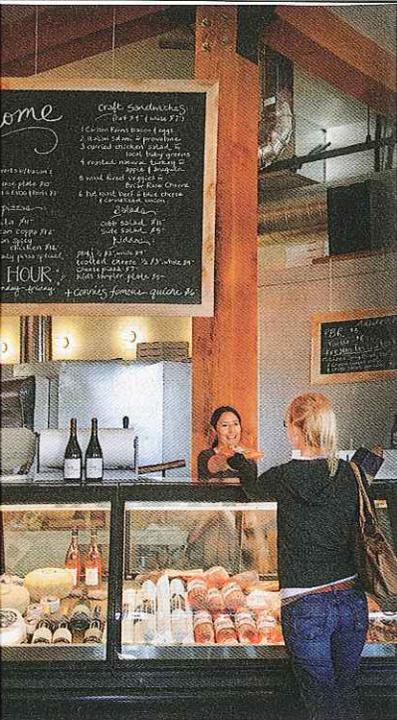
**THIS PAGE**  
 1. Downtown McMinnville  
 2. Deer Haven Farms  
 Bed & Breakfast's mascots,  
 7-year-old Hanna  
 and her goose  
 3. Red Hills Market  
 marionberry scone and  
 Stumptown coffee  
 4. Deer Haven Farms  
 owners' daughters,  
 Hanna and Lily  
**OPPOSITE PAGE**  
 The view from  
 Red Ridge Farms





**THIS PAGE**  
*Romantic nooks and lively picnic spots at Vista Hills Vineyard & Winery*





# A Festival of GRATITUDE

During Thanksgiving weekend, 150 wineries throw a giant festival with food, music, games and, yes, pinot noir.

**PIG OUT** at the three-day barbecue at Erath Winery (November 25-27, \$15, [erath.com](http://erath.com)). Last year more than 1,000 people showed! You might learn that ribs pair well with pinot.

**JUMP ON** the trolley in Carlton ([the-trolley.com](http://the-trolley.com)) for a hop-on/hop-off tour of more than two dozen wineries.

**SAY CHEESE** at Adelsheim Vineyard (November 25-26, \$25, [adelsheim.com](http://adelsheim.com)); tastings include artisanal cheeses and charcuterie.

**DIG IN** as Mark Vlossak, winemaker at St. Innocent Winery (November 25-27, wine \$12, food free, [stinnocentwine.com](http://stinnocentwine.com)), cooks his special cassoulet—a batch big enough to feed 600.

**GRAB A SPOT** in time to watch the floats (and snap a pic of the big guy himself) at Santa's Parade (November 25 at 1 p.m., [downtownmcminnville.com](http://downtownmcminnville.com)).

# THE MEAL of the Year!

These Willamette eateries will make you feel right at home on Thanksgiving.

**FANCY** Classic flavors go gourmet—think pumpkin soup, roast turkey with maple-chestnut puree, and chocolate pecan pie—at Jory in The Allison Inn & Spa (\$49 for adults, \$19 for kids 10 and under, 503-554-2526).

**FUSS-FREE** Roast turkey, cider-brined pork, brown-sugar-glazed sweet potatoes and pumpkin pie line the buffet at the Hotel Oregon (\$24 for adults, \$12 for kids 6-12, 503-472-8427).

**FRENCH** Oui! At Bistro Maison (\$39, 503-474-1888), you'll have your basic turkey with sage and chestnut stuffing, plus *moules frites*.

**THIS PAGE**  
 sandwich fixings  
 Red Hills Market  
 for Thanksgiving  
 at Jory  
 Community Plate's  
 pork sandwich,  
 pork loin, bacon  
 swiss  
 local sauces and  
 pork at Red  
 Hills Market  
 wine-barrel table  
 at Red Hills Market

72 Hours  
in the Gorge  
page 32

The Steens!  
A 40-mile journey

Cider-makers  
French & English styles

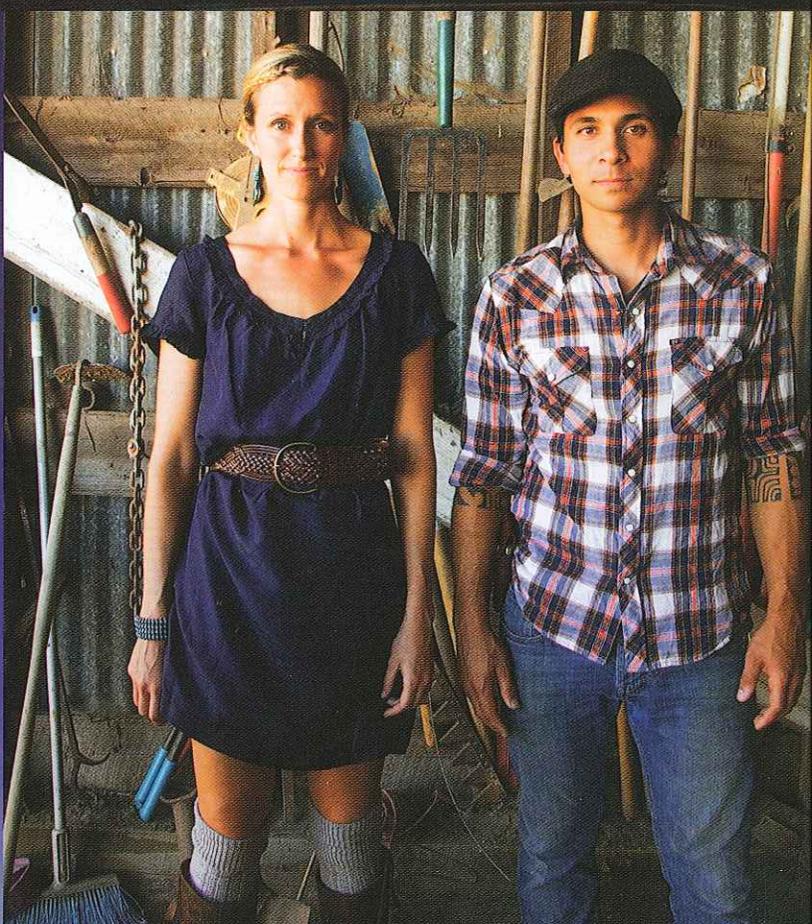
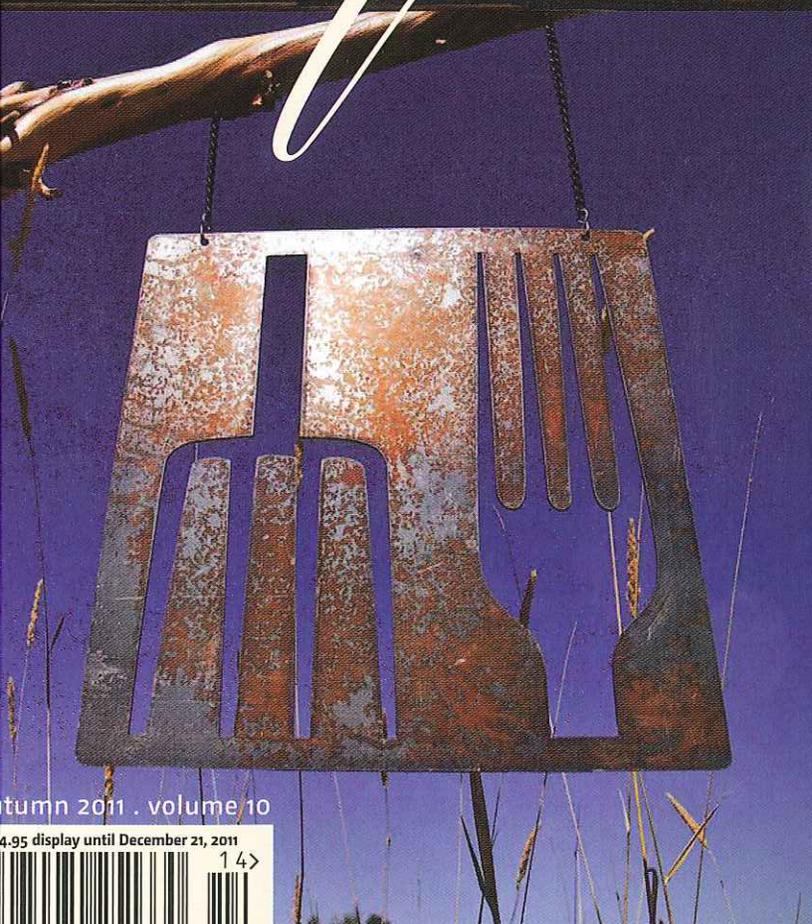
Oregon Film  
Its history and future

# 1859

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# via



Beautiful  
bird spots <sup>30</sup>

Spooky places <sup>16</sup>

Boise <sup>26</sup> Dundee <sup>23</sup>

Pie heaven <sup>22</sup>

PLUS You'll dig Fossil, Ore. 21 Save on car repairs 6  
New reasons to see New York 38 Cheese worth a detour 19



# weekender

dundee oregon

**A**long a Willamette Valley thoroughfare, stop awhile for satisfying meals, scenic tasting rooms, soothing spa treatments — even a horseback vineyard tour.

*Area code is 503 and all locations are in Dundee, except as noted.*

**SIPS** Dundee Hills includes the towns of Dayton, Dundee, and Newberg and contains 29 wineries. For a winery map, visit the **Dundee Hills Winegrowers Association:** [dundeehills.org](http://dundeehills.org). Some favorites:

**Archery Summit Winery** Not up for a \$15 tasting? Wander the cave, then take in views from a terrace. 18599 NE Archery Summit Rd., Dayton, 864-4300, [archerysummit.com](http://archerysummit.com). **Argyle Winery** Try a flight of refreshing bubbles. 691 N. Hwy. 99 W, (888) 427-4953, [argylewinery.com](http://argylewinery.com). **Winderlea Vineyard & Winery** Enjoy pinot noirs in a sleek building. 8905 NE Worden Hill Rd., 554-5900, [winderlea.com](http://winderlea.com).



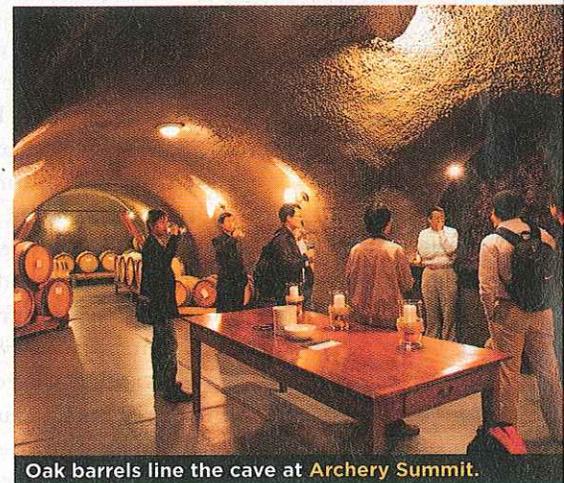
Enjoy sparkling wine and various varietals on the wraparound porch at Argyle Winery.

**SHOPPING** **The Dapper Frog** Glass sculpture, teapots, and local jewelry. 110 SW Seventh St., 538-4747, [dapperfrog.com](http://dapperfrog.com). **French Prairie Perennials** Pottery amid outdoor plants; birdhouses and stoneware inside. 575 N. Hwy. 99 W, 679-2871, [frenchprairieperennials.com](http://frenchprairieperennials.com). **Red Hills Market** Oregon-made foods, including Steven Smith teas and Pancho's Salsa. The Dundee Summer Market ([dundeesummermarket.com](http://dundeesummermarket.com)) takes place in the parking lot on Wednesdays, June–Sept., 2 p.m.–7 p.m. 155 SW Seventh St., (971) 832-8414, [redhillsmarket.com](http://redhillsmarket.com). >>>

PHOTOGRAPHY BY SUSAN SEUBERT



Red Ridge Farms harvests and sells its lavender.

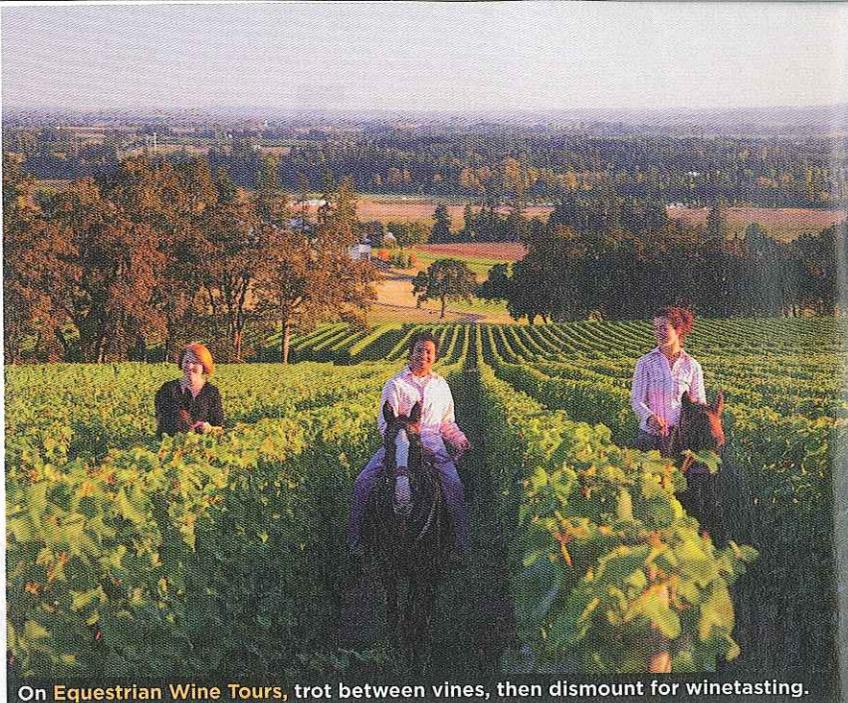


Oak barrels line the cave at Archery Summit.

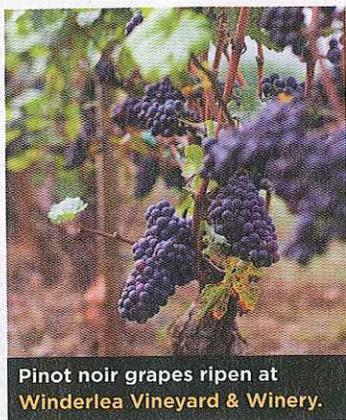
## weekender **dundee**



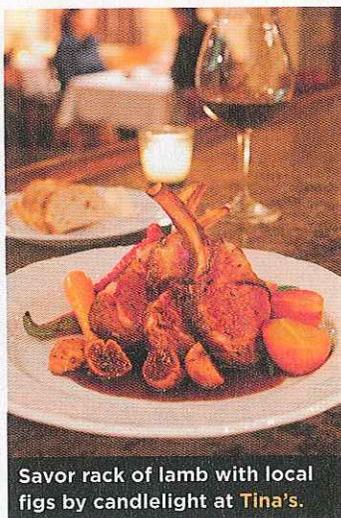
"Locally sourced" feels luxe at **Farm to Fork** restaurant.



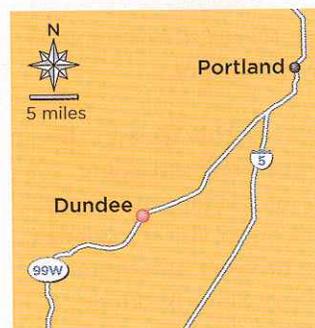
On **Equestrian Wine Tours**, trot between vines, then dismount for winetasting.



Pinot noir grapes ripen at **Winderlea Vineyard & Winery**.



Savor rack of lamb with local figs by candlelight at **Tina's**.



➤➤ **TO DO** **The Allison Inn & Spa** Slip into tranquility amid contemporary local art and top-notch amenities: Spa and hotel guests score free tea and snacks, but anyone can purchase candles, aromatherapy oils, and other gifts. Top off a shea butter massage or pinot pedicure with a complimentary sauna and steam. 2525 Allison Ln., Newberg, 554-2524, [theallison.com/spa.php](http://theallison.com/spa.php). **Equestrian Wine Tours** Horseback rides among vineyards planted in red soil start at the Wine Country Farm Bed & Breakfast. 6855 NE Breyman Orchards Rd., Dayton, 864-2336, [equestrianwinetours.com](http://equestrianwinetours.com). **Our Lady of Guadalupe Trappist Abbey** Inspiration abounds on trails behind the property, which weave through wild blackberry patches; a bookshop sells journals, honey, and fruitcake. 9200 NE Abbey Rd., Lafayette, 852-0107, [trappistabbey.org](http://trappistabbey.org). **Red Ridge Farms** Take home lavender soaps, glazed ceramic pots, cookbooks, and potted herbs at this working nursery. Olives from young trees contribute to oils milled on-site. 5510 NE Breyman Orchards Rd., Dayton, 864-8502, [redridgefarms.com](http://redridgefarms.com).

**EATS** **The Dundee Bistro** Join the friendly hum over super-fresh fare—cioppino, house-made pastas, and burgers on brioche. 100-A SW Seventh St., 554-1650, [dundeebistro.com](http://dundeebistro.com). **Farm to Fork** Eat in or take out, but don't overlook the local wines. 1410 N. Hwy. 99W, 538-7970, [farmtoforkdundee.com](http://farmtoforkdundee.com). **Tina's** Enjoy panfried oysters and rack of lamb at this longtime local favorite. 760 Hwy. 99W, 538-8880, [tinasdundee.com](http://tinasdundee.com).

**GET GOING** Request the *Oregon & Washington* TourBook and map at [AAA.com](http://AAA.com) or any AAA branch. To find a place to stay, visit [AAA.com/hotels](http://AAA.com/hotels). For more info on the area, visit the **Chehalem Valley Chamber of Commerce**: 115 N. College St., Ste. 2, Newberg, 538-2014, [chehalemvalley.org](http://chehalemvalley.org).

—LUCY BURNINGHAM

➤ Visit [AAA.com/via](http://AAA.com/via) for more articles about destinations, attractions, road trips, and food and wine, plus events in the West. For more on Dundee, see page 12.

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# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: November 7, 2011

Order \_\_\_      Ordinance \_\_\_      Resolution XX      Motion \_\_\_      Information \_\_\_  
No.              No.              No. 2011-2979

**SUBJECT: Adoption of the Newberg Public Library Strategic Plan 2011-2014**

Contact Person (Preparer) for this  
Motion: Leah M. Griffith  
Dept.: Library  
File No.:

## RECOMMENDATION:

Adopt **Resolution No. 2011-2979** adopting Newberg Public Library Strategic Plan 2011-2014.

## EXECUTIVE SUMMARY:

For over 20 years the Library Advisory Board, citizens, and staff have come together to develop strategic plans for library service in the Newberg community. These plans have helped the Newberg Public Library become one of the busiest in the region and a valued resource for Newberg area residents.

This new plan carries on the tradition of looking to the future, but embracing the successes of the past to develop objectives and goals that will serve the community in the best possible fashion.

Last fall, a citizen group developed values and priorities; lifelong learning, value to the community, fiscal responsibility, a welcoming environment and quality customer service. Using those as guides, along with the City of Newberg and Library mission statements, the Library Advisory Board crafted a strategic plan for the next four years. The plan will help the library weather difficult economic times as well as manage new technologies that will impact library service.

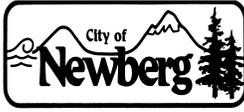
Highlights of the plan include completing the remodel of the Children's Library, celebrating the centennial of the Carnegie Library building, providing the public with online access (computers and Wi-Fi), enhancing literacy offerings to all ages, embracing and offering technologies such as e-books and social networks, developing alternative funding streams, and maintaining and building connections and partnerships in the community.

## FISCAL IMPACT:

The plan has activities that require additional funds, re-prioritization of existing funds, and projects that require no additional funds at all.

## STRATEGIC ASSESSMENT:

This plan provides a blueprint for library services and operations for the next 4 years.



## ***RESOLUTION No. 2011-2979***

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### **A RESOLUTION ADOPTING THE NEWBERG PUBLIC LIBRARY STRATEGIC PLAN 2011-2014**

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#### **RECITALS:**

1. The Library Advisory Board solicited public and staff input into a strategic plan for the Newberg Public Library.
2. Highlights of the plan include completing the remodel of the Children's Library, celebrating the centennial of the Carnegie Library building, providing the public with online access (computers and Wi-Fi), enhancing literacy offerings to all ages, embracing and offering technologies such as e-books and social networks, developing alternative funding streams, and maintaining and building connections and partnerships in the community.
3. After review, the Library Advisory Board adopted the Strategic Plan on September 22, 2011, and forwarded it to the City Council with the recommendation the Plan be adopted.

#### **THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

The City Council adopts the Newberg Public Library Strategic Plan 2011-2014 and encourages the library staff and board to move forward in utilizing the plan to provide quality library service to the Newberg Community, which is attached hereto as Exhibit "A" and by this reference incorporated.

- **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: November 8, 2011.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 7<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Norma I. Alley, City Recorder

**ATTEST** by the Mayor this 10<sup>th</sup> day of November, 2011.

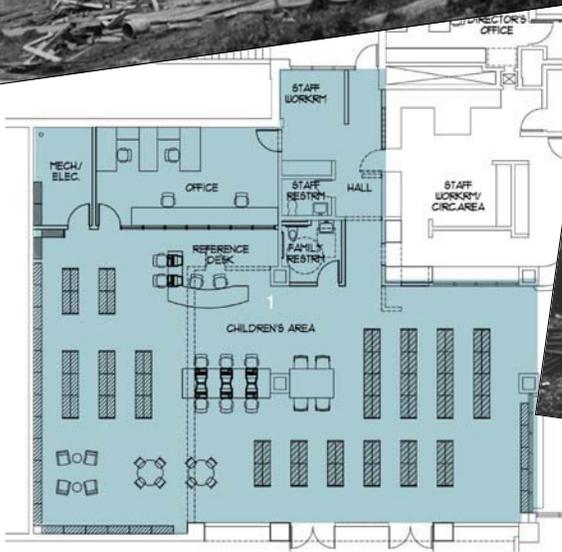
\_\_\_\_\_  
Bob Andrews, Mayor

#### **LEGISLATIVE HISTORY**

By and through the Library Advisory Board at their 9/22/2011 meeting.

# Building on a Century of Growth

## Strategic Plan 2011-2014



Newberg Public  
**LIBRARY**

# Newberg Public Library

## Strategic Plan 2011-2014

**F**or over 20 years the Library Advisory Board, citizens, and staff have come together to develop strategic plans for library service in the Newberg community. These plans have helped the Newberg Public Library become one of the busiest in the region and a valued resource for Newberg area residents. Since the last plan was developed in 2004, checkouts have increased 42% and the number of people attending events and classes has increased by 38%, to 18,314. These events and classes included early literacy classes for preschoolers, sustainable living seminars for adults, writing workshops for teens and cultural events for Spanish speakers. Wi-Fi service has been added and the library expanded partnerships with community organizations as well as made extensive improvements to online services including downloadable audio and e-books, added databases and completed a major revision of the website.

This new plan carries on the tradition of looking to the future, but embracing the successes of the past to develop objectives and goals that will serve the community in the best possible fashion.

A citizen group developed values and priorities; lifelong learning, value to the community, fiscal responsibility, a welcoming environment and quality customer service. Using those as guides, along with the City of Newberg and Library mission statements, the Library Advisory Board has crafted a strategic plan for the next four years. The plan will help the library weather difficult economic times as well as manage new technologies that will impact library service.

### **Library Mission Statement**

*"Newberg Public Library enriches and nourishes the life of our community, providing countless opportunities for the integration of people and knowledge."* Adopted, 2004

### **City of Newberg Mission Statement**

*"Newberg will cultivate a healthy, safe environment where citizens can work, play and grow in a friendly, dynamic and diverse community valuing partnerships and opportunity."* Adopted, 2011

Cover: Construction of the Carnegie Library, 1911-12, Construction of the addition, 1984-85, and Preliminary plans for the Children's Room Expansion, 2011

## **Service Priorities (Goals/Objectives)**

### **A. Provide an enjoyable, easy to use and inspiring environment.**

*"Be welcoming, safe, creative and productive – spaces where Oregonians want to spend their time, online and offline" from the Oregon Library Association: Vision 2020 (OLA 2020)\**

Goal 1: Complete the remodeling of the Children's Room.

Objective 1: Raise remaining funds needed in 2011 and 2012.

Objective 2: Carry out the renovation in 2012.

Objective 3: Celebrate!

Goal 2: Participate in planning the Cultural District area.

Objective 1: Staff and library board members will be active members and leaders in the planning and development process.

Goal 2: Celebrate the centennial of the Carnegie Library building in 2012.

Objective 1: Plan and carryout a celebration of the centennial of the opening of the Carnegie Library in March of 1912.



Goal 3: Make the Library easy to use, well maintained and sparkling clean.

Objective 1: Develop a signage plan in conjunction with the children's remodel to use in the entire library by 2012.

Objective 2: Develop and implement a plan in 2012 to improve the paid janitorial service as well as volunteer efforts to keep the library shiny clean.

Objective 3: Revise the lobby and main desk area for better appearance and ease of use by 2014.

\* [http://data.memberclicks.com/site/ola/Vision\\_2020\\_FINAL.pdf](http://data.memberclicks.com/site/ola/Vision_2020_FINAL.pdf)



**C. Meet head on the challenges of the economic times.**

*"Library staff and library advocates will actively participate in nimble, supportive and creative organizations." from OLA 2020*

Goal 1: Create a culture of innovation, creativity and optimism between staff and the public.

Objective 1: Create, implement and live new service standards and job expectations.

Goal 2: Provide services that those with limited financial means will find helpful.

Objective 1: Offer a variety of free programs each month for all ages.



Goal 3: Develop plans to increase revenue.

Objective 1: Develop two new funding sources a year.

Goal 4: If City funding is reduced, plan the cuts in line with the Strategic Priorities.

Objective 1: The Board and Director will use this plan to strategically revise services.

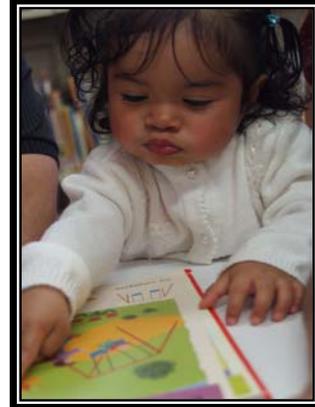
**D. Become the literacy center in the Community for all ages.**

*"Support lifelong learning wherever, whenever and however it happens." From OLA 2020*

Goal 1: Provide resources to help children become ready to enter school; ready to read, write and listen.

Objective 1: Offer early literacy classes to parents and caregivers at least quarterly.

Objective 2: Offer and promote weekly early literacy classes.



Goal 2: The Library will be the place for the community to reach their literacy and learning goals.

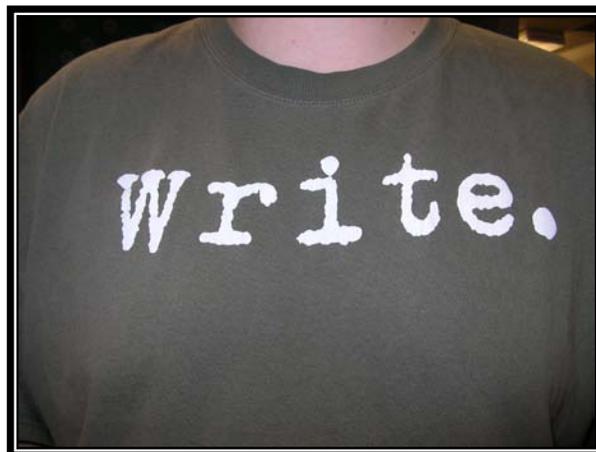
Objective 1: Spanish/Bilingual literacy programs will be offered at least quarterly.

Objective 2: Literacy programs for elementary age children will be offered at least quarterly.

Objective 3: Teen literacy programs will be offered at least quarterly.

Objective 4: Adult literacy programs will be offered at least quarterly.

Objective 5: The library will continue its partnership with Reading for All and be prepared to take a more active role in this literacy outreach effort in the future.



**E. Remain and increase the role of the Library as the heart of the Community.**

*Make their communities better, by providing the services and resources their communities need." from OLA 2020*

Goal 1: The library will partner with groups such as Newberg Downtown Coalition, Chehalem Cultural Center, Chehalem Park and Recreation District, Newberg School District, Portland Community College, George Fox University, the City of Newberg as well as seek out other partners and be active in community events.

Objective 1: Staff will participate in at least four events per year that are in partnership with other community organizations.



Goal 2: Bring together the library's support groups (Board, Friends and Foundation) to support the library mission.

Objective 1: Hold a joint meeting of the three groups annually and work to select a joint project/goal.

Goal 4: Improve marketing and communication methods.

Objective 1: Establish a Facebook and/or other social networking presence and use it regularly to maintain communications with the community by 2012.

Objective 2: Do 12 written newsletters annually

Objective 2: Do online newsletters/e-newsletters to specific audiences at least once a month.

# Appendix

## Current Services

The Library is divided into five areas: Administrative Services, Children's Services, Adult Services, Circulation Services and Technical Services. Currently, five full-time and 13 part-time staff members (11.64 Full Time Equivalent/FTE) serve the more than 35,000 residents of the Chehalem Valley.

**Administrative Services** The Library Director, Assistant Director and Department Support Manager provide management, coordination, public and city accountability, planning, budgeting, personnel, and record keeping services. The Department Support Manager supervises, trains, and coordinates over 125 volunteers who provide an essential link between the community and Library. (1.88 FTE) *Note: This FTE is reflective of the administrative duties of these three staff members. The remaining 1.22 FTE is spent in the other areas of the library and is noted in the FTE for those divisions.*

**Children's Services** Children's Services presents the community four weekly early literacy story times and a summer reading program in which hundreds of children participate. Staff provides school tours for students to acquaint them with the many resources available at the public library. Children's Services provides reference assistance to children and their parents and has seen a 238% increase in the volume of reference questions during the last eight years. This department offers the very successful Kindergarten Card project, which provides library cards and reading encouragement to all kindergarten students in the region. There are two internet computers for children in this area. The Children's Librarians order all the children's books, audio and video and magazines. (2.15 FTE)

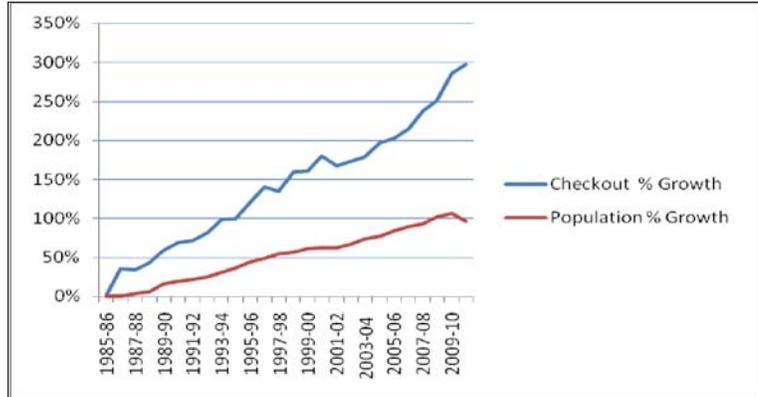
**Adult/Young Adult/Latino Services** Adult Services, located on the second floor, provides books, periodicals, audio and video, and more to those in the community 13 years of age and older and to all ages of the Latino community. Reference is a large part of the service with over 6,200 questions answered each year. This is also the location for the Internet computers, which last year saw over 15,000 user sessions. Staff provides assistance to novice Internet users and conducts Internet orientation programs on a regular basis. Young adult and adult summer reading programs encourage reading. This department conducts the outreach program for homebound individuals, care homes, and adult foster homes. The Latino Services Librarian provides assistance and supervision of services for all ages of the Latino community. Staff orders new materials for the collections. (2.35 FTE)

**Technical Services** Technical Services catalogs and processes new materials for access by the public. Staff maintains the library's 39 PCs and interface with City and regional library system IT staff. (1.2 FTE)

**Circulation Services** Circulation Services checks out over 285,000 items each year, then checks them back in and makes sure they get back on the shelves. These are also the first staff members the public contacts as they visit or call. Staff in this department assist users who have lost or overdue books, and provides general assistance to library users. (4.08 FTE)

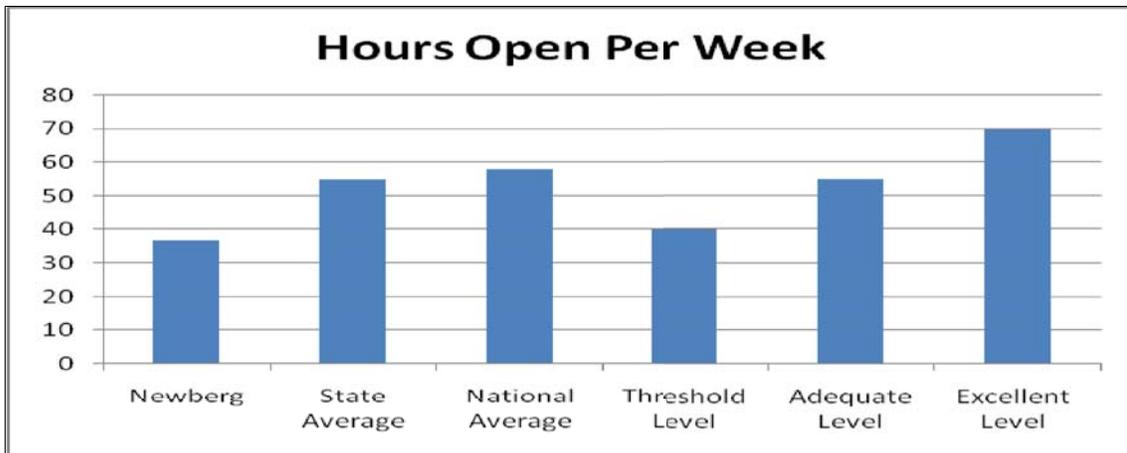
## Statistical Data

Library use (number of items checked out) has grown 297% since the library addition in 1985 was opened. During that same time the population of Newberg has grown by 97%. The number of items checked out in 2010-11 was 288,555 and in 1985-86 it was 72,640.



In 1986, 4,226 library cards were used by residents of the area. In 2010-11, that number has increased to 18,024.

The collection currently includes 109,000 items including books, magazines, DVDs, audio books and music, downloadable audio and e-books, and a variety of kits and other materials. This compares to 32,161 items in 1986.



The Newberg Public Library is open fewer hours than most libraries serving a similar population at just 37 hours per week. The national median is 57 hours per week and the average in Oregon is 55 hours. The Oregon Library Association Standards for Public Libraries indicates 40 hours as just *threshold* level of service, with *adequate* levels at 55 hours per week and *excellent* levels at 70 hours per week. For a library to qualify for new membership in the regional library system, CCRLS, they must meet *threshold* levels

Public service programming has long been a strong activity for the Library and the community has responded with attendance at above capacity. Newberg saw program attendance at 52 per 100 of population served and the state average is just 39.

## The Community

Newberg is nestled in the foothills of the Chehalem Valley, alongside the Willamette River. It is approximately 25 miles southwest of Portland, Oregon's largest city. Newberg is situated on Highway 99W, which is the major route between Portland and the central Oregon Coast.

The city was settled in the late 1800s and early 1900s, with many members of the Society of Friends, also known as Quakers, making Newberg their home. The Friends Northwest Yearly Meeting is still located in the city.

Its first postmaster, Sebastian Brutscher, a native of Newburgh, Germany named the city for his hometown. Newberg was also the boyhood home of President Herbert Hoover, who came to the community to live with his uncle and aunt in the late 1800s.



The area is served by the Newberg School District and a number of private schools. A significant segment of the community home schools their children. The private schools are growing in size and three now offer K-12 programs.

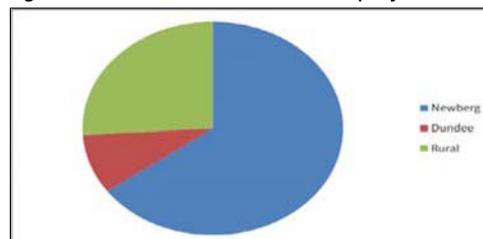
Portland Community College opened a small campus in Newberg in 2010 and many students are using the public library for their research.

George Fox University, originally founded in 1891 as the Friends Pacific Academy, serves over 3,400 students in both undergraduate and graduate programs. The university has grown considerably over the last 25 years from a student body in the 500's to the current 1,860 traditional undergraduate students. Fox has an extensive degree completion program and graduate programs serving over 1,600 students.

Newberg has a number of major manufacturing plants, including paper production, dental equipment, and electronics as well as a strong agricultural base, evidenced by the vineyards and wineries in the area. In recent years, a number of retirement and assisted living facilities have located in Newberg with each of those facilities becoming home to 200-300 seniors.

Newberg is the second largest city in Yamhill County. The population of the Chehalem Valley has grown rapidly over the last three decades. In 1970, Newberg was home to 6,507 people; however by 2000 that number had jumped 177% to 18,064 individuals. Newberg's population has grown to 22,068 in 2011 and is projected to continue to grow at an annual rate of 3%.

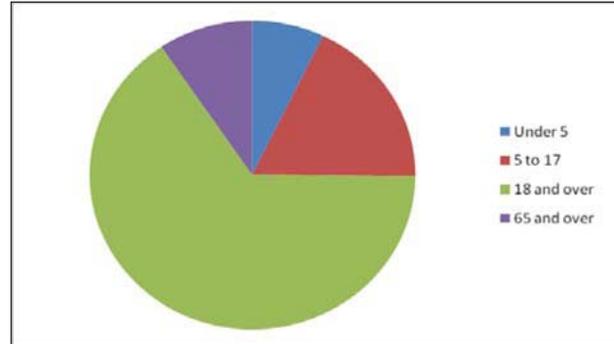
The Chehalem Valley area has a total population of approximately 35,000. Both cities in the valley have seen growth and Dundee is projecting growth to about 5,000 residents by 2040. The rural area is spread out into the



# Exhibit "A" to Resolution No. 2011-2979

Chehalem Mountains with some residents closer to Hillsboro or Sherwood than Newberg. Growth has mirrored the Portland area as Newberg is now included in the Portland Metropolitan Statistical Area.

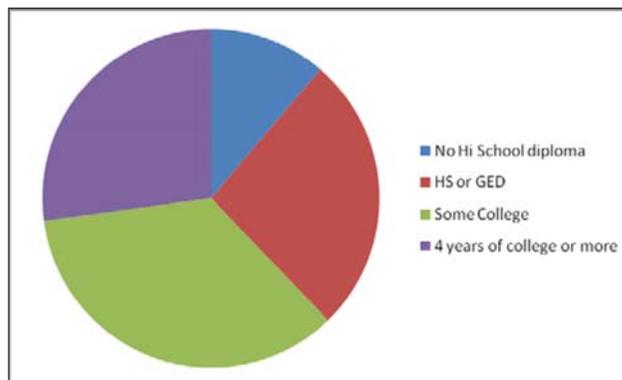
Newberg has a slightly higher population of young people than the county overall, due to the large number of family homes available in the area. The school district recently built a new elementary school to handle the growth and added significantly to the high school to accommodate more students.



Newberg has a significant Latino population with the most recent census information indicating that 2,985 residents (13.5%) indicated they were Hispanic. Newberg however is still primarily white at 88.9%, with 1.8% Native American, 3.2% Asian and other races representing the remaining 6.1% (Hispanic identifies as a variety of races, including white, Native American, two or more races, etc). The median family income is \$54,820 according to census data. Over 11% of the families in Newberg are below the poverty level, which is up from 4% five years ago and 40% of public school students are on free and reduced lunch programs.

School reading levels are above state averages in grades 3,4,5,6 and 7 but below at the grade 8 and 10 benchmarks.

College graduates make up 27.1% of Newberg's population, which is below the Oregon level of 28% and the national level of 27.4%.

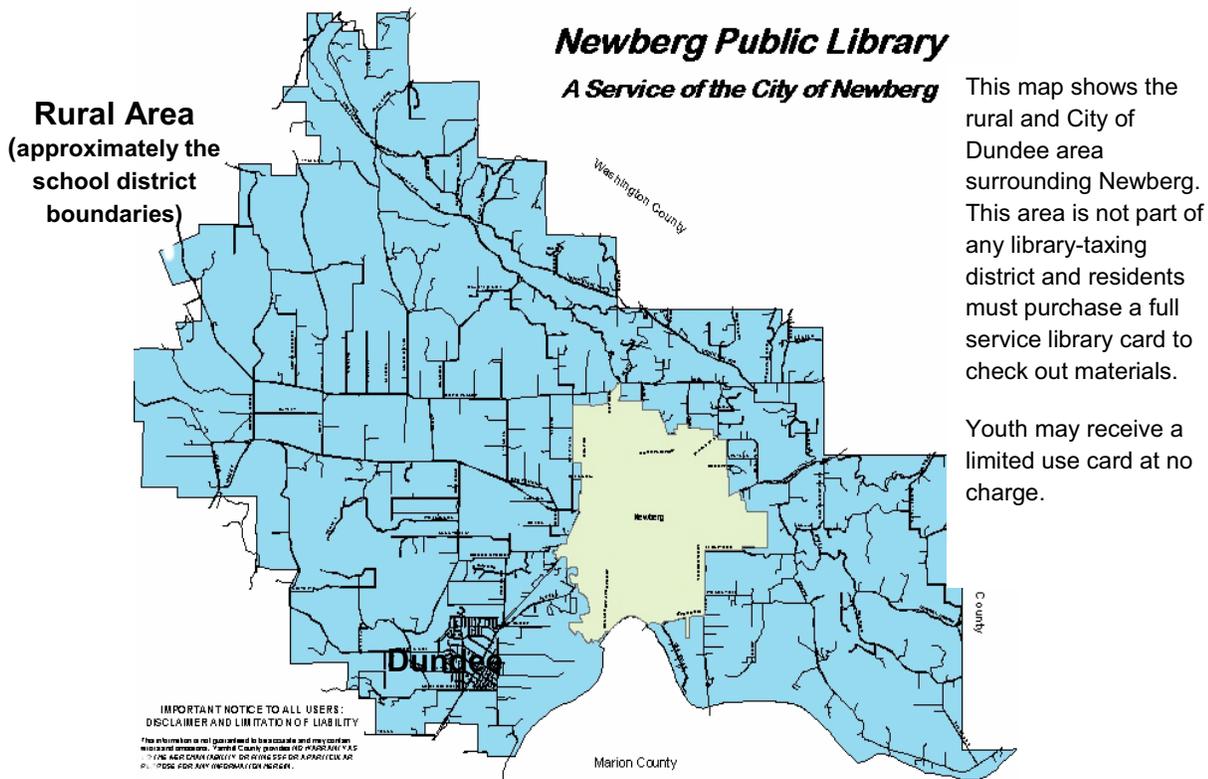


## Service Area

The Library is a department of the City of Newberg and its primary service area is within those city limits. However, approximately 25% of library use comes from those living outside Newberg.

The area outside the City of Newberg boundaries, including the City of Dundee, is outside any library service area (see map below). In 2003, an effort was made to form a library district to include Dundee and the rural area and provide them with library service. The effort was halted when the City of Dundee conducted an informal survey of its citizens, which indicated many of the respondents would prefer to remain outside the library service area and continue to pay the fee for a library card. There have been multiple efforts to form a library district, most notably in 1986 and 1994. Those efforts didn't proceed beyond the investigation phase.

In 2004, the City of Newberg initiated a pilot project to provide free library cards to youth 14 and younger that live in the Dundee/Rural Newberg area to encourage reading by this age group. Youth receive a local option card that provides access to Newberg's children's and young adult materials only. In 2010 the age was raised to include those youth in high school. For an annual fee (in lieu of taxes) non-residents may purchase a library card; it provides access to all the resources of Newberg Library as well as CCRLS libraries



## **Library History**

Since the early 1880s, citizens of Newberg have been supporting a library for their community. The first sign of a library in Newberg were 160 books that were placed in a corner of the local general store. Real activity started in 1907 when the Wednesday Club, a local service organization, as well as other community leaders, met to discuss the formation of a library. They started their efforts in a corner of the YMCA building at First and Meridian Streets.

By 1910, the group knew that a real library was needed and they applied to Andrew Carnegie. Carnegie had been building libraries throughout the English-speaking world since 1901. The group was successful in their application and in 1911 construction began on the \$10,000 library building. It was dedicated in March of 1912; only five months after construction began. The Library opened with just 1,000 books in 1912 and Margaret Inglis was the first librarian.

By 1934, in the middle of the Depression, there were 7,654 books on the shelves and over 23,000 books were checked out that year. In 1963 the shelves contained 13,500 books and by 1980 there were 19,184 books on the shelves with 58,105 checkouts for the year. Today, over 109,000 books, magazines, videos, DVDs, audio CDs and other materials grace the shelves and 288,000 items are checked out annually. Over 18,000 area residents have library cards.

For many years the Library only occupied the upper floor of the building with various enterprises using the lower floor, such as the Newberg Kindergarten. In the 1970s, however, a bequest was received from the Bradshaw estate that allowed the remodeling of the basement for a much needed children's room and soon thereafter a magazine reading room was funded by a grant. It wasn't until the 1970s that the Library had a card catalog and 1970 also saw the installation of the first telephone. The first automated catalog and checkout system was installed in 1987. The Library joined the Chemeketa Cooperative Regional Library Service (CCRLS) in 1973, which gave residents access to 300,000 more volumes (now almost two million).

By the early 1980s the need for a larger library was apparent. Land for expansion was donated by Ken and Joan Austin and citizens approved a bond to add 14,500 sq. ft. to the existing building. Community members also donated over \$160,000 for furnishings. Construction began in June of 1984 and was completed in October of 1985. A gala celebration and dedication was held in February of 1986 with Senator Mark O. Hatfield in attendance along with hundreds of Newberg residents.

In 2000, the Library Foundation assisted with the purchase of the Library Annex, building and land located across from the library. This addition has been used for storage, events, and outdoor movies and has facilitated the use of the library grounds for community festivals and block parties. It is a key part of the Cultural District, which includes the Library and the Chehalem Cultural Center.

Currently, efforts are underway to raise funds to expand the children's room into unfinished basement space adjacent to the current children's room.

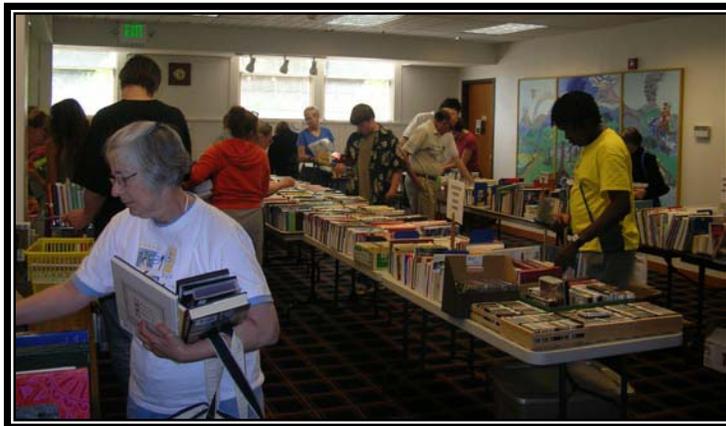
In 2008, the library celebrated its centennial with programs and activities throughout the year and in 2012, will celebrate the centennial of the Carnegie Library building.

## **Library Organizations**

The Library is supported by many individuals who give their time, talents, and efforts to the Library. These groups supplement the financial support from the city and, in partnership with staff, provide additional services.

**Volunteers** provide assistance with shelving, pulling holds, processing new materials, and a variety of other special projects. Over 125 individuals give over 5,000 hours of service annually. Without these volunteers, materials would not be shelved and many other tasks could not be accomplished. This very successful partnership with the staff is coordinated by the Department Support Manager.

The **Newberg Library Friends** is an active organization that supports library projects through both fund-raising and volunteer efforts. Each Tuesday morning 15-20 members meet to shelve materials, mend books, and perform other tasks. The group also sponsors on-going lobby sales of used books that bring in about \$600 each month. In addition, their annual book sales raise \$5,000 for library programs and projects. The Friends have purchased books and book carts, paid for summer reading programs and speakers for adult programs, and bought computers and shelving.



The **Library Foundation of Newberg** was formed in the fall of 1991 to provide a mechanism for large donations to the Library to build an endowment. The interest from the endowment fund is used to purchase additional items for the Library to expand its level of services. The endowment currently stands at \$200,000. The Foundation provided its first grants to the Library in 1997-98. Over the years, grants (about \$7,500 annually) have funded the purchase of music compact discs, geographic reference resources and supported the Kindergarten Card project, which places a library card in the hands of every kindergarten-aged child in the Chehalis Valley. The Foundation is maintaining a capital campaign account to gather funds for the children's room remodel.

The **Library Advisory Board** is made up of five individuals appointed by the Mayor, with City Council confirmation, for four-year terms. Four members must live within the city limits and a fifth member may be a resident of the Chehalis Valley area to represent out-of-city users. The Board, advisory in nature, provides citizen input to the operation and policies of the Library and meets monthly.

## **Regional and State Activity**

The Newberg Public Library and its staff are active participants in the regional and statewide library community in order to provide better service to the residents of the Chehalem Valley.

Library staff are active members of the **Oregon Library Association (OLA)** and have held and continue to hold leadership roles in that organization including serving as President of the Association in 2005-06, and chairing the Public Library Division, Support Staff Division, Young Adult Division, Children's Division, Public Relations Committee, Conference Committee, and Honors and Awards Committee. Staff have also served on other committees from legislative, children's awards, membership, as well as in a variety of other capacities. This activity has allowed staff to gain skills and has brought Newberg recognition for its quality of library service and the skills of the staff.

The **Chemeketa Cooperative Regional Library Service (CCRLS)** provides the Library with the automated catalog and circulation system and courier service. In addition, it allows Newberg patrons to access the collections in 17 other libraries directly and to access almost every library in the United States through Inter Library Loan. The City is charged an annual fee for the Library to be a member as Newberg is not located within the Chemeketa Community College district, which forms the taxing boundaries of CCRLS. The value of the services received far outweighs the charges. Library staff have chaired the Citizen's Advisory Board, the Librarian's Advisory Board, and provided leadership for the Children's Services Committee and the Cataloging Committee.

### **Chemeketa Cooperative Regional Library Service (CCRLS) Members:**

Amity Public Library	Dallas Public Library
Dayton (Mary Gilkey) Public Library	Independence Public Library
Jefferson Public Library	Lyons Public Library
McMinnville Public Library	Monmouth Public Library
Mount Angel Public Library	Newberg Public Library
Salem Public Library	Sheridan Public Library
Silver Falls Library District	Stayton Public Library
Wagner (Falls City) Community Library	Willamina Public Library
Woodburn Public Library	Chemeketa Community College Library



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# REQUEST FOR COUNCIL ACTION

**DATE ACTION REQUESTED: November 7, 2011**

Order \_\_\_      Ordinance \_\_\_      Resolution XX      Motion \_\_\_      Information \_\_\_  
No.              No.              No. 2011-2956

**SUBJECT: Adopt an official City of Newberg logo design and use guidelines.**

Contact Person (Preparer) for this Motion: Leah M. Griffith, Library Director  
Dept.: Library

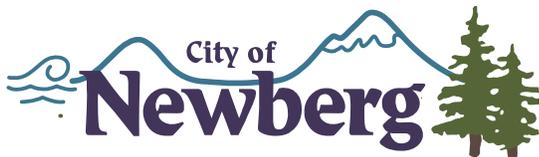
**RECOMMENDATION:** Adopt Resolution No. 2011-2956 adopting an official City of Newberg logo and guidelines for use.

## EXECUTIVE SUMMARY:

A logo is like a corporate signature and just like a personal signature identifies and validates documents for an individual, a logo identifies and gives significance to the organization. Consistency in color and design are critical in maintaining an identity as is apparent from viewing corporate designs such as Target, Thriftway, Safeway, etc. who have adopted logos with consistent color and design requirements.

The City of Newberg's previous logo was adopted following a citizen design contest in the 1980's. It has served the city well; however, a need to update the design and promote consistency has become clear. Over the last ten years or so, computer technology has allowed variation in the logo and there has been no formal adoption of a logo revision, simply continued modification by various departments and individual staff. While the various designs haven't been bad, the need for consistency has become apparent as shown in Attachment "A".

City staff has worked with a professional designer to "clean up" the original logo, add color, and add department names. The primary use of the logo will be either black or white when used on a solid background, or when needed, in color.



Attached as Exhibit "A" to the resolution are guidelines for staff in using the city logo.

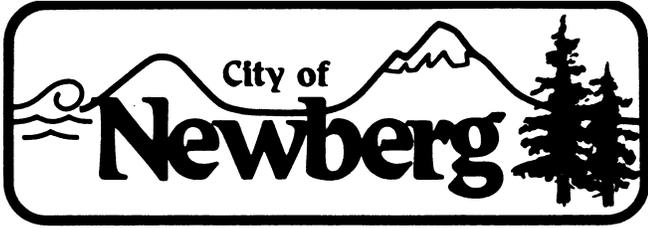
## FISCAL IMPACT:

The designer will finalize development of the logo for various uses (web, printing, and signage) following council adoption of the logo. The cost for the project is within \$200.00. Current equipment and printed materials with the old logos will be retained and used up. The new logo will be used on all new printings or equipment. The new design will better allow B&W printing, with occasional use of color, which will save funds.

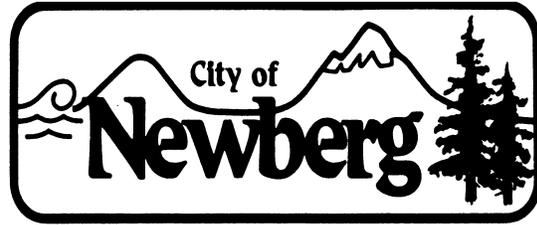
## STRATEGIC ASSESSMENT:

A consistent logo identifies the city and maintains a clear message to the community.

Logos being used throughout the city currently



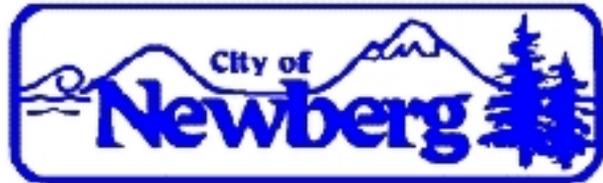
Original



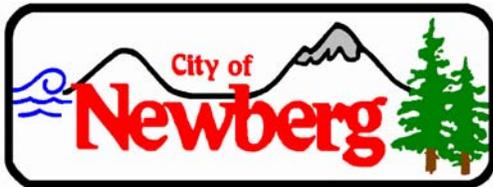
Original/Shortened



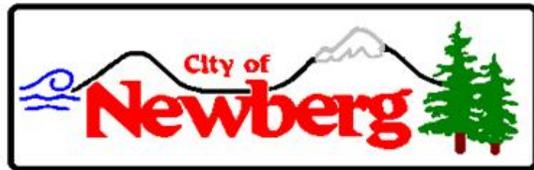
Original Blue (a bit of a "jaggy" rendition)



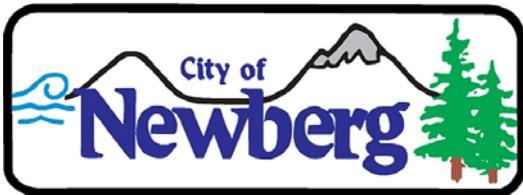
Stretched out a bit



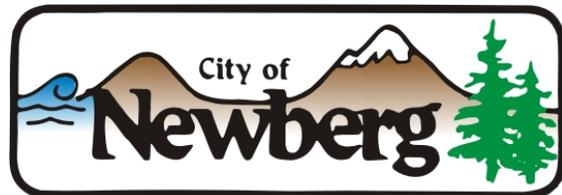
Red Multi-Color: Red/Green/Blue



Square Red Multi-Color: Red/Green/Blue, square edge/modified snow, corner of N cut off



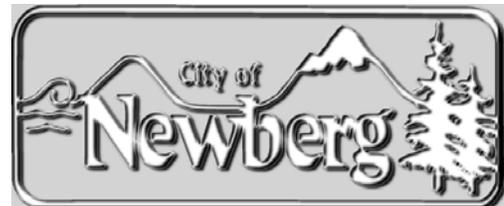
Blue Multi-Color: Green/Dark Blue/Light Blue



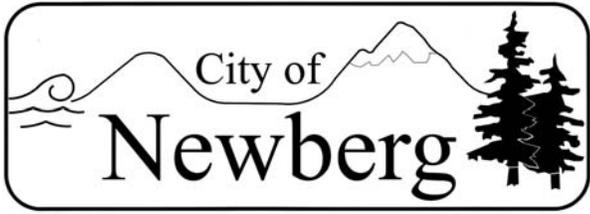
Filled Multi-Color: Brown/Green/Blue



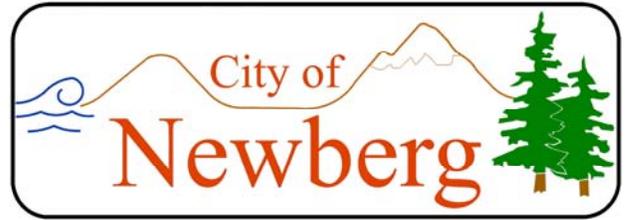
Shadow: On web page



Chrome



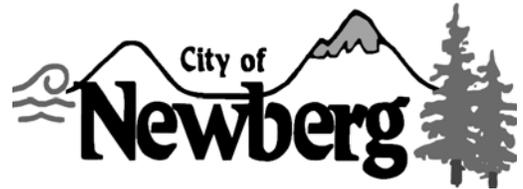
**B & W Thin Line:** Different Font



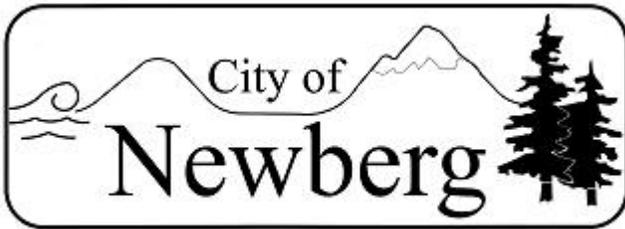
**Red Multicolor:** Thin Line/Different Font



**No Frame Red Multicolor:** Thin Line/Different Font



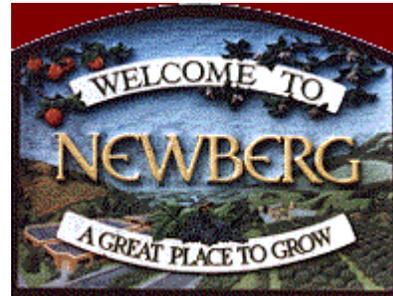
**No Frame Grey:** snow, original font



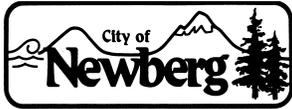
**PUBLIC WORKS**



Modifications done by individual departments



Welcome Sign



## RESOLUTION No. 2011-2956

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**A RESOLUTION ADOPTING AN OFFICIAL LOGO FOR THE CITY OF  
NEWBERG AND ESTABLISHING GUIDELINES FOR USE**

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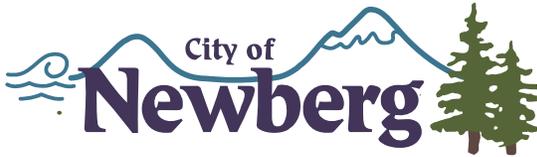
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**RECITALS:**

1. The current City of Newberg logo has been in use since the mid 1980's.
2. Over the years the logo has been modified with regards to color, type style, and shape.
3. It is important the City of Newberg logo be consistent to appropriately identify the City of Newberg.

**THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

1. The City of Newberg logo is adopted as shown below:



2. Guidelines for use is attached as Exhibit "A", which is hereby adopted and by this reference incorporated.
3. Existing equipment and printed materials with previous logos will be used, but new equipment and materials will have the new logo.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: November 8, 2011.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 7<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Norma I. Alley, City Recorder

**ATTEST** by the Mayor this 9<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Bob Andrews, Mayor

## City of Newberg Logo Guidelines

A logo is like a corporate signature and just like a personal signature identifies and validates documents for an individual, a logo identifies and gives significance to City materials.

The City of Newberg’s previous logo was adopted following a citizen design contest in the 1980’s. It has served the city well, however a need to update the design and promote consistency has become apparent.



The revised logo and these guidelines have been adopted by the City Council on (*November 7, 2011*).

All previous logos should be deleted from computer files; however, printed materials, supplies, uniforms and equipment with previous logos will not be changed or discarded as a cost savings. When a new printing or replacement is produced, only the new logo, under these guidelines, is to be used.

These guidelines establish acceptable use of the logo for all applications, including but not limited to signage, city equipment, city facilities, correspondence, documents, brochures, business cards, name tags, forms or apparel. These guidelines are intended to standardize the use of the logo and protect it from misuse, both internally and externally.

It is recognized that the Newberg Public Library, Newberg-Dundee Police Department and the Newberg Fire Department have developed department logos that have become identified with those departments. They will continue to use those logos; however, they will also use the official City of Newberg logo as appropriate.

1. Individual City Departments have modifications to the logo provided with their name (Finance, Public Works, etc) and those will be on the city Intranet site for their use. Additional information to the logo (web address, e-mail etc) will be done in **Arial Narrow Bold** for consistency and will need approval by the City Manager or his/her designate.

### NON-CITY USE

Use of the City of Newberg logo is limited to the City of Newberg’s exclusive use unless otherwise

approved by the City Manager or designee. Requests for use must be in writing and specify exactly how the logo would be used. Upon approval, the City will provide the logo in the appropriate format.

## **LOGO DESIGN**

The City of Newberg logo is available in one design. The color is either black, or white when used on a dark background or the approved color version. The logo and the designated Pantone colors are available on the city intranet in Documents.

## **HOW TO USE THE LOGO**

- Do not alter the logo; all elements are any part of the design. This includes changing fonts, colors or type or removing, cropping, stretching or adding anything to the design. Additional information to the logo (web address, e-mail, etc.) will be done in **Arial Narrow Bold** for consistency and will need approval by the City Manager or designee.
- Empty space is to be provided around the logo as to preclude overlapping of text or graphics.
- When resizing, adjust it proportionally. In MS Office, click on one of the corners and drag to resize.
- Do not modify the colors.
- The logo may be stitched on apparel in the thread color of the apparel or slightly darker or in black, white, or the approved colors. It cannot be a contrasting color.

The authority to authorize any exceptions may be made only by the city manager or designee.

# REQUEST FOR COUNCIL ACTION

**DATE ACTION REQUESTED: November 7, 2011**

Order \_\_\_      Ordinance \_\_\_      Resolution XX      Motion \_\_\_      Information \_\_\_  
No.                      No.                      No. 2011-2952

**SUBJECT: Ratify Police Collective Bargaining Agreement effective retroactively to July 1, 2011, through June 30, 2014.**

Contact Person (Preparer) for this Motion: Dawn Wilson  
Dept.: City Attorney's Office  
File No.:

**RECOMMENDATION:** Adopt **Resolution No. 2011-2952** to ratify the Collective Bargaining Agreement between the City and the Newberg-Dundee Public Safety Association.

## EXECUTIVE SUMMARY:

City staff has been negotiating with the Newberg-Dundee Public Safety Association (the "Association") representatives for the new contract period July 1, 2011, through June 30, 2014. The City has been notified that the Association members on October 20, 2011, have ratified the tentative Collective Bargaining Agreement ("Agreement").

The management team and the Association team have met and negotiated the Collective Bargaining Agreement. The Association has been willing to recognize the City's financial situation and worked with the City to maintain service to the community.

The first year of the contract, the Association agrees that their members will not receive wage adjustments, cost of living increases, or merit step increases. The City agrees there will be no staff reductions affecting the Police Department. The second and third year adjustments are tied to the CPI for the Portland area and range between a minimum of two (2) and a maximum of four (4) percent.

Additionally, it should be noted that a critical compensation component in the negotiations was to reduce the cost of the contract. The City was concerned that if the cost of the contract couldn't be reduced that staff reductions would need to occur. The Association's preference was to maintain status quo levels of staffing and they knew that they had control over their health insurance so they were proactive in seeking other health insurance options. As such, they secured a 4.5% lower cost health insurance plan by going with the Fire Union's health insurance plan.

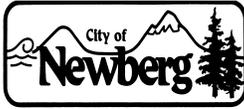
There are other matters addressed in the contract, such as on-duty injury, worker's compensation payments, and insurance benefits. These matters have minimal financial impact on the City and may result in savings to the City.

## FISCAL IMPACT:

In anticipation of the Association agreeing to the contract the City was proposing, the fiscal impact for 2011-2012 year has been included in the 2011-2012 Budget adopted by the City Council on June 6, 2011. The fiscal impact for 2012-2013 and 2013-2014 is approximately \$120,000.00 and \$123,000.00 respectively.

## STRATEGIC ASSESSMENT:

The police department management and the association who represent the officers and dispatch employees have a very good working relationship. This agreement is possible because of the outstanding relationship. The financial matters addressed in this Agreement help benefit the community. It also shows that the Association has a great concern for the financial situation of the City and the service given to the community. It's essential to maintain quality public safety (police services) and fair compensation for police personnel.



## RESOLUTION No. 2011-2952

---

**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION, EFFECTIVE RETROACTIVELY TO JULY 1, 2011, THROUGH JUNE 30, 2014, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AS WELL AS DELEGATING THE AUTHORITY TO MAKE MINOR AMENDMENTS AND INTERPRET THE AGREEMENT ON BEHALF OF THE CITY**

---

### RECITALS:

1. City staff has been negotiating with the Newberg-Dundee Public Safety Association (the "Association") representatives for the new contract period July 1, 2011, through June 30, 2014.
2. The City has been notified that the Association members on October 20, 2011, have ratified the Collective Bargaining Agreement ("Agreement").
3. City staff recommends acceptance of the Agreement by the City Council.

### THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City approves the Agreement between the City and the Association, which is attached hereto as Exhibit "A" and by this reference incorporated.
2. The city manager is authorized to execute the Agreement with the Association on behalf of the City. The city manager is further delegated the authority to approve minor amendments to the Agreement; interpret language to the Agreement on behalf of the City; enter into memorandums of understandings concerning the interpretation and disputes arising under the Agreement; and negotiate settlements of disputes concerning interpretation of the Agreement.
3. The city attorney will review and approve the Agreement as to form and content.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: November 8, 2011.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 7<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Norma I. Alley, City Recorder

**ATTEST** by the Mayor this 7<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Bob Andrews, Mayor

### LEGISLATIVE HISTORY

By and through the City Council at their 05/16/2011 Executive Session meeting.

**COLLECTIVE BARGAINING**  
**(LABOR) AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF NEWBERG, OREGON**

**AND**

**THE NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION**

**July 1, 2011~~2007~~ – June 30, 2014~~2011~~**

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**To Resolution No. 2011-2952**

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**PREAMBLE**

A working ~~Agreement~~**agreement** entered into by and between the **CITY OF NEWBERG, OREGON**, hereinafter called the "City" and the **NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION**, hereinafter called the "Association."

**ARTICLE 1. RECOGNITION.**

**1.1 BARGAINING AGENT AND BARGAINING UNIT.**

The City recognizes the Association as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all police officers, communication officers, animal control officer, records & evidence technician, and regular part-time employees, excluding temporary employees (employees hired to work a period not to exceed 90 days), Captains, Sergeants, Support Services Manager, Chief of Police~~lieutenants, sergeants, support services manager~~, Chief's Secretary~~secretary~~, and any other confidential and supervisory employees, hereafter called "employees."

**1.2 MANAGEMENT RIGHTS.**

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City will~~shall~~ include the following:

To direct and supervise all operations, functions and policies of the divisions in which the employees in the bargaining unit are employed;

To schedule work most advantageous to the parties, consistent with requirements of municipal employment, the public safety, and consistent with this Agreement;

To manage and direct the work force, including but not limited to, the right to determine the methods, equipment, uniforms, processes, and manner of performing work; the determination of the duties, qualification of job classifications, the right to hire, promote, train, demote, transfer, evaluate performance and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or work; the right to schedule employee vacations; the right to purchase, dispose and assign equipment or supplies; and

To implement new and to revise or discard, wholly or in part, procedures, materials, equipment, facilities and standards after discussion with the Association Representatives.

**1.3 LABOR-MANAGEMENT ADVISORY TEAM.**

The Chief of Police will~~shall~~ continue to hold regular meetings of the Labor-Management Advisory Team. The purpose of the Labor-Management Advisory Team is to identify and review issues of concern to department personnel, to review department policies, to consider and resolve grievances deferred to the Team, and to make recommendations to the Chief of Police. The Team will~~shall~~ include the Association President and one Executive Board member, and will~~shall~~ be attended by on-duty personnel subject to call and without loss of pay.

**1.4 MATTERS NOT COVERED.**

In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and such action(s) will~~shall~~ not be subject to the grievance procedure contained herein, except as provided by law.

**ARTICLE 2. ASSOCIATION SECURITY AND CHECK-OFF OF DUES.**

**2.1 DUES DEDUCTIONS.**

The City agrees to deduct the Association membership dues or fair share amount from the pay of each member of the bargaining unit. The amount to be deducted will~~shall~~ be certified to the City by the Association. The aggregate deduction of those members will~~shall~~ be remitted together with an itemized statement to the Association by the tenth (10th) day of the succeeding month after such deductions are made. An initiation fee will~~shall~~ be deducted by the City from each new member's pay check during the first four months of employment, through four equal installment payments beginning with the first paycheck.

**2.2 FAIR SHARE DEDUCTION.**

Employees that are in the bargaining unit that are covered by this Agreement who are not members of the Association, will~~shall~~ make a fair share payment in lieu of dues to the Association.

**2.3 EMPLOYER NOTICE TO ASSOCIATION OF ALL EMPLOYEES AND THEIR STATUS.**

The Employer will furnish to the Association, on a current basis, notice of all regular employees and part-time employees as defined in Article 4 who have been hired, rehired, laid off or terminated.

**2.4 INDEMNIFICATION BY ASSOCIATION; CORRECTION OF ERRORS.**

The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this Article. The Association and employees will~~shall~~ cooperate to correct withholding and payroll errors.

**ARTICLE 3. CONTINUATION OF WORK.**

**3.1 NO STRIKE PROVISION.**

The City and the Association agree that the public interest requires efficient and uninterrupted performance of all Police services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, during the term of this ~~Agreement~~~~agreement~~ the Association ~~will~~~~shall~~ not cause or condone any work stoppage, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with Police functions by employees of the bargaining unit under this Agreement. Should same occur, the Association agrees to take appropriate steps to end such interference.

**3.2 ASSOCIATION'S RESPONSE TO WORK STOPPAGE AND CAUSE FOR EMPLOYEE TERMINATION.**

Upon notification in writing by the City to the Association that any of the Association's members are engaged in work stoppage, the Association ~~will~~~~shall~~, immediately, in writing, order such members to immediately cease engaging in such work stoppage and ~~will~~~~shall~~ provide the City with a copy of such order. In addition, the Association ~~will~~~~shall~~ use their best efforts to end such interference. Any violation of this Article on the part of an employee in the bargaining unit ~~will~~~~shall~~ be cause for disciplinary action, up to and including termination.

**ARTICLE 4. EMPLOYEES DEFINED.**

**4.1 REGULAR EMPLOYEE.**

A Regular Employee is one who is hired to work at least 40 hours a week.

**4.2 REGULAR PART-TIME EMPLOYEE.**

A Regular Part-time Employee is one who is hired to regularly work more than 85 hours per month.

**4.3 TEMPORARY EMPLOYEE.**

A temporary employee is one who is hired for 90 calendar days or less and has no entitlement to benefits or seniority rights, and is paid an established hourly rate. Any extension requires the approval of the City and the Association.

**ARTICLE 5. PROBATIONARY PERIOD.**

**5.1 PROBATIONARY PERIOD.**

The probationary period ~~will~~~~shall~~ be 18 months for all ~~law-enforcement~~ employees. The probationary period may be extended for an additional six (6) months with mutual agreement

between the City, the Association and the Employee. Prior to completion of the probationary period, employees may be discharged with or without cause and such discharge is not subject to Article 13, related to grievance and dispute resolution.

**5.2 PROMOTIONAL PROBATIONARY PERIOD.**

All promotions will~~shall~~ be subject to a 12 month "probationary period". If performance is not satisfactory during or at the completion of this period, the employee who is or was covered by this Agreement~~agreement~~, will be returned to his/her former classification. Employees who are or were members of the bargaining unit and are serving a promotional probationary period will~~shall~~ retain seniority rights. For purposes of this Article, promotional positions are Sergeant and Communications Supervisor.

**ARTICLE 6. SENIORITY.**

**6.1 SENIORITY STATUS.**

An employee will~~shall~~ establish seniority when he/she becomes a regular employee of the bargaining unit. An employee acquires seniority status based upon his/her first date of employment or re-employment.

**6.2 LAYOFF AND RE-HIRE.**

Seniority by classification for a regular employee will~~shall~~ prevail in the case of layoff or rehire where qualifications are equal. The last employee hired will~~shall~~ be the first employee laid off and the last employee laid off will~~shall~~ be the first employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the City must show cause for not rehiring or laying off such senior employee.

**6.3 PROMOTION.**

Where qualifications are equal, promotions will be based on performance and evaluations.

**6.4 BREAK IN SENIORITY.**

A break in seniority will~~shall~~ occur if an employee resigns or is discharged for cause. A break in seniority will~~shall~~ also occur if an employee has a total lapse of employment of 12 months due to non-occupational illness or injury; or 12 months or more due to an authorized leave of absence or layoff.

**6.5 SAME DATE OF OBTAINMENT OF STATUS.**

In the event two (2) or more employees reach regular status on the same date, the date of written application of such employee filed with the City of Newberg for the position involved will~~shall~~ establish seniority.

**6.6 SENIORITY LIST.**

On or by January 15 of each year of this Agreement, the City/Department and the Association will meet to review and agree upon a list of police officers and a list of communications officers showing the respective officers' seniority in the department from the highest seniority police officer and communications officer to the lowest seniority.

**ARTICLE 7. HOURS OF WORK AND OVERTIME.**

**7.1 HOURS OF WORK – REGULAR FULL TIME.**

The basic work week will shall be 40 hours, exclusive of overtime. The intent will be to maintain regularly scheduled workdays of not less than eight (8) hours per day for regular full-time employees. The workday will shall be defined as a calendar day on which the employee's scheduled shift begins. The work week will shall be defined as a calendar week, beginning on Sunday at 0001 Hours and continuing through the following Saturday at midnight. The starting and expiration times will shall be consistent with the schedule outlined by the Chief of Police. Days off will shall be consecutive, except during times of normal shift rotations. No overtime will shall be paid for regularly scheduled Saturday or Sunday work.

Members may propose schedule changes for review by the Management Advisory Team, with the Chief of Police retaining final authority over approving and implementing schedule changes. Other shifts may be implemented by the Chief of Police; nothing in this Agreement will shall preclude the City and an employee (or employees) from agreeing to a temporary modification of the employee(s) regular shift.

Nothing in this Agreement precludes the City from mandating overtime work.

The Department will shall make best efforts to contact an employee for shift changes occurring with less than seventy-two (72) hours notice by cell phone or message left on cell or home voicemail if needed. Shift changes for regular employees with less than 48-hours notice will implement the call out provisions in paragraph 7.4 of the Agreement Contract, except those shift changes required to cover an absence due to injury or illness. Shift changes made to cover an injury or illness will only implement the call out provision if less than two (2) hours notice is given.

Upon mutual agreement of the employees involved, the City may shift a workweek by one day, grant an additional day off at the end of the preceding days off, and reduce the concluding days off by one (or make other similar arrangements).

For patrol officers with forty-eight (48) hours notice or more, the City may adjust the start time of a shift or extend the shift. When a shift extension or "early call in" is necessary with less than forty eight (48) hours notice, the employee will be paid at the overtime rate for hours of work not normally scheduled unless the change is mutually agreed.

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For Communications Officers, when a shift change is required, and with forty-eight (48) hours notice or more, the City may adjust the shift a maximum of four (4) hours forward or as a holdover.

When Communications Officers are asked to sign up for an overtime shift, the City will not thereafter adjust that overtime shift in a manner that reduces the Communications Officer's anticipated overtime opportunity, with less than 48 hours notice, or an otherwise mutually agreed upon arrangement between the involved employees and the City.

If an employee assigned the anticipated overtime does not wish to give up the anticipated overtime, the employee who first requested the time off that precipitated the overtime, will be required to take the time off he or she originally requested.

### **7.2 HOURS WORKED.**

The following will~~shall~~ be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; compensatory leave; vacation leave; and time on the job.

### **7.3 OVERTIME.**

Overtime which has been specifically authorized by supervisory or command personnel and is performed in excess of 40 hours in an employee's work week will~~shall~~ be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular rate computed in accordance with the FLSA. Voluntary shift trades do not affect hours of work in accord with the FLSA. Under no condition will~~shall~~ overtime compensation be received twice for the same hours worked.

### **~~7.4 CALL OUT & COURT CALL BACK.~~**

Employees attending scheduled department meetings or events during their off duty time will be paid at the overtime rate for hours present at the meeting or event, applicable to the employees' 40-hour work week. In all cases, attendance and subsequent overtime must be with prior approval. A meeting or event with less than 48 hours notice will implement the call out provision in paragraph 7.4.

If overtime is scheduled for an employee and the employee voluntarily goes home early, overtime stops. If the employee is mandated to go home, OT continues through the remainder of the scheduled OT period.

If with less than 48-hours notice, an employee is mandated to return to work from a previously scheduled vacation, comp, or holiday time taken off, the employee will earn OT in addition to the vacation, comp or holiday time taken, or can opt to reduce the number of hours the employee returned to work from the employee's time taken bank. It is expected that the employee make reasonable efforts to contact the court in advance of planned vacation, comp, holiday or sick time.

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\* \* \* Suggestion by City: if an employee is on approved FMLA/OFLA time off and is subpoenaed to court, the employee is not eligible for overtime. Rather, the employee will be permitted to take additional time off commensurate with the time spent in court.

Employees cannot make themselves available for an OT opportunity or otherwise earn overtime by taking vacation, comp or holiday bank time, unless it is mutually agreed upon by the employee and department.

The health and safety of the employees of this department is of utmost importance to the city and police administration. It is also recognized that investigations and circumstances in the field of emergency services can dictate hours worked to accomplish the goals of the investigation and department.

To that end, the City/Department will make every effort to insure that employees have a minimum of eight (8) consecutive hours off between shifts or, either before or after court appearances, subject to the operational needs of the department.

Additionally, if an employee works more than 16 hours during a single block of time, the employee has the option of taking all hours worked in excess of 16 hours at the overtime rate of pay or adjusting time out commensurate with the time worked in excess of the 16 hours in accordance with the operational needs of this department.

#### **7.4 CALL OUT & COURT CALL BACK.**

Employees who are called to return to work after leaving their duty station for the day ~~will~~**shall** receive three (3) hours pay at the overtime rate. A "call out" is a call to return to work and its duration ~~will~~**shall** not exceed the requirements for the call out. This section ~~will~~**shall** not apply to early call-in of less than two (2) hours preceding the start of a regular shift or up to two (2) hours after the end of the shift.

Employees who are subpoenaed to court will receive three (3) hours pay at the overtime rate of pay. A "court call back" is a call to appear at any court and its duration will not exceed the requirements of the call back. This section will not apply if the "court call back" is less than two (2) hours preceding the start of a regular shift or up to two (2) hours after the end of a shift.

Members are responsible to call the court schedule recording and check the Circuit Court and Municipal Court schedule board after 5:00 p.m. on the preceding day or forfeit all rights to call out pay for court if canceled.

Employees subpoenaed to court at the Yamhill County Courthouse who live outside McMinnville city limits will start their court call back time 30 minutes prior to their subpoenaed court time. Employees who live within the city limits of McMinnville who are subpoenaed to court at the Yamhill County Courthouse will start their court call back time 15 minutes prior to their subpoenaed court time.

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Employees subpoenaed to court in another county for a court appearance will start court call back time when departing from the police department, or when departing from the personal residence if that is closer to the courthouse than the police department.

Employees who are subpoenaed to Newberg Municipal Court or Dundee Municipal Court will start their court call back time at the time listed on the subpoena.

A second (and any additional subpoenas) court call back or court appearance within the applicable three hour minimum calculated from the ending of the preceding court appearance, will~~shall~~ be considered a single call back.

Meetings or events scheduled in excess of 48 hours that are to be held on an employee's off duty time will be paid at the overtime rate of pay, applicable to the employees' 40-hour work week and not the "call out" rate of pay.

Regarding DMV Hearings, the Department encourages officers to attend DMV hearings in person. However, if an officer attends DMV hearings by phone, that testimony is paid for on a "time-for-time" basis, rounded to the nearest one-quarter hour, not at the "court call out" rate of pay.

**7.5 COMPENSATORY TIME OFF.**

If an employee elects to accrue compensatory time in lieu of overtime pay, the compensatory time will~~shall~~ accrue at the rate of time and one-half (1-1/2). No employee may accrue more than sixty (60) hours of compensatory time. Use of Compensation Leave will~~shall~~ be approved by the Chief of Police or his designee subject to the operational needs of the Department. Requests for compensatory time off must be submitted to the supervisor within a reasonable time keeping in mind the supervisor's availability to respond to the request.

The City will~~shall~~ be under no obligation to grant compensatory time off if to do so will require coverage by another employee accruing ~~accuring~~ compensatory time. -Employees who elect to accrue compensatory time do so with full understanding and acceptance of this requirement in the City comp time procedure, and with full understanding of employees' entitlement to be paid in full for overtime hours at the overtime rate in the applicable pay period. The parties' intend that comp time will be accrued and taken only in accordance with the understandings of this paragraph.

When an employee takes comp time off and coverage is provided by a second and/or third employee, the coverage hours will~~shall~~ be paid as overtime wages and not taken in accrued comp time. -Comp time off requests will not be approved if it will cause the second and/or third employee to be paid at the  
"penalty" rate of overtime\* applies when there- ~~That is, with~~ less than 48 hours notice.

~~at the rate of overtime with less than 48 hours notice.~~

Denials of compensatory time off are not subject to grievance.

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\* Penalty rate of overtime is equivalent to the "call back" rate or an automatic three (3) hours of overtime regardless if worked three (3) hours or one (1) hour. Scheduled overtime with more than 48 hours notice is time worked in excess of 40 hours.

**7.6 ON CALL.**

Any employee who does not receive pager pay under Article 11.2 of this Agreement and who is required to be on call will be compensated one dollar (\$1.00) for every hour so acting. A person on call is required to carry a pager and be able to respond to calls and return to work within forty-five (45) minutes. "On call" status is directed by the City for a specific duration.

**7.7 TRAINING.**

All required training time will~~shall~~ be counted as time worked. The City will~~shall~~ reimburse, per City Personnel Rules and Regulations, the cost of meals during training required by the City, but not department sponsored training in the greater Newberg-Dundee area. The City may place an employee on an administrative 5-8 shift in conjunction with non-department sponsored training of more than four (4) days' duration or to attend any police academy training necessary for the employee's ability to become a certified police or communications officer in this state. In these events, required or voluntary training time in excess of 40 hours in the work week, will be paid at the overtime rate of pay but must have prior supervisory authorization to attend. -

**7.8 WORKING IN A HIGHER CLASSIFICATION.**

Any employee who is required to work in a higher classification beyond ten (10) consecutive working days will~~shall~~ receive their regular rate of pay or the base rate of pay for the work being performed whichever is higher. In the event the employee works beyond ten (10) working days, the higher rate of pay will be retroactive back to the first day worked in that position. A higher classification is defined as that of a higher rank; or a classification requiring different and higher skills than the employee's normal classification and whose wage schedule is higher than the employee's normal wage schedule.

**7.9 SHIFT TRADES.**

Non-probationary employees in the same job classification may trade shifts in accordance with this section provided that the trade does not require work on multiple shifts on the same workday, provided however that a Communications Officer may trade one half shift with another employee; in no case may an employee pay back a trade on a work day if the scheduled shift and the pay-back hours combine to greater than twelve (12). The trade will be documented in advance on a shift trade request form provided by the City, submitted to and approved by the supervisor at least two (2) days in advance unless an exception is permitted by the supervisor for cause which is reasonable under the circumstances. The shift trade form will reflect the date when the parties have agreed to pay back the trade.

The time records will~~shall~~ reflect hours of work regularly scheduled by the participants in the trade, each of whom will~~shall~~ be paid accordingly. If a trade participant works hours in excess of the traded shift on the same workday, such hours will~~shall~~ be paid at the overtime rate to the employee who performed the overtime work. Arrangements related to the payback of a trade are

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the sole responsibility of the trade participants and the City ~~will~~**shall** bear no responsibility for a failure to payback. Once a trade is approved by a supervisor, the employee who agrees to trade assumes full responsibility to work the shift. Trade and payback scenarios ~~will~~**shall** not involve more than two trade participants, and a trade of a shift acquired by trade ~~will~~**shall** not be permitted; trades will not be permitted if the trade scenario results in an employee working more than seven (7) consecutive days.

An arrangement to trade an entire shift rotation may be documented by the parties in writing and submitted to a supervisor at least thirty (30) days prior to the rotation. At the end of the traded shift rotation, the employees revert to their regular place in the rotation, unless otherwise assigned.

**7.10 MEAL PERIODS AND REST BREAKS.**

A. Communications Officers, Police Officers, and Animal Control Officer(s).

Communications Officers, Police Officers, and Animal Control Officer(s) provide services in emergency situations which may preclude taking a break or meal period altogether or delay them. Breaks and meal periods are paid time, and, if missed, no additional compensation ~~will~~**shall** be due the employee. Employees and supervisors ~~will~~**shall** devote best efforts to facilitating that breaks and meal periods are taken within the shift.

Employees working an eight (8) hour shift or ten (10) hour shift ~~will~~**shall** have two paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift.

The eight (8) and ten (10) hour shift ~~will~~**shall** have a thirty (30) minute paid lunch period.

Provisions of the subsection ~~will~~**shall** not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks ~~will~~**shall** be as designated by the person(s) in charge of the program.

B. Police Records Clerks/Evidence Technician(s):

Police Records Clerks and Evidence Technicians ~~will~~**shall** be scheduled to work Monday through Friday, 8 a.m. – 5 p.m. and, except for emergency situations, ~~will~~**shall** receive two (2) paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift and a one-hour unpaid lunch period, or as mutually agreed. During meal periods no work ~~will~~**shall** be performed.

C. BOLI Rules Not Applicable:

The rules promulgated by the Bureau of Labor and Industries Commissioner pursuant to ORS 653.261(1) do not apply to employees covered by this Collective Bargaining Agreement~~collective bargaining agreement~~, which prescribes rules

herein pertaining to conditions of employment, including meal periods and rest periods, as provided in this Article. The exclusive remedy for any alleged violation of these provisions ~~will~~**shall** be through Article 13 Grievance and Dispute Resolution.

**ARTICLE 8. HOLIDAYS.**

**8.1 HOLIDAY BANK.**

**(A) CERTAIN HOLIDAYS SUBJECT TO HOLIDAY BANK.**

All holidays will be placed in a holiday bank except for the following holidays, which are considered to have significant family orientation:

- a. Thanksgiving Day
- b. The Day after Thanksgiving Day
- c. Christmas Eve
- d. Christmas Day

● — These holidays will be paid in the manner previously paid for holidays and time worked during holidays.

● — All other holidays (8 holidays) will be placed in the holiday bank.

**(B) HOLIDAY BANK OPERATION.**

The ~~Chief holiday bank shall consist~~ of Police and the City of Newberg has authorized 80 hours of time be credited to each member employee's holiday bank beginning January 1<sup>st</sup> of each per year. This is consistent with the (8 holidays at 10 hours per holiday). The hours in the holiday bank will be acerued in 12 monthly accrual amount of and equal amounts (6.67 hours per month).

It is the responsibility of the member employee to be aware of his/her holiday bank balance. An employee cannot use more than 80 hours of holiday bank time in a calendar year.

Time used from an employee's holiday bank may be taken for any day an employee chooses. Time off using holiday bank time will be granted in accordance with Article 9.5 of this Agreement. Requests and uses of time from an employee's holiday bank must be for a minimum of one full work shift or more. For this, an employee must take one full work shift and can, if desired, take a portion of their next immediately scheduled work shift. (Next immediately scheduled work shift means that shifts cannot be separated by an otherwise scheduled day off.) An employee cannot take a portion of a shift first and then one full shift the next scheduled work day.

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If the member employee leaves the employment of the City of Newberg and has used more holiday hours than would have been accrued at the rate of 6.67 hours per month at the time of separation, the employee will be required to pay the city for those hours used from any of the employee's other time accruals (vacation, comp, sick), or from the employee's final paycheck.

In the event the member employee leaves the employment of the City of Newberg and has not used his/her holiday bank consistent with the hours accrued at 6.67 hours per month at the time of separation, the City will pay the employee the balance of the unused time in the employee's final paycheck.

Such holiday hours if not taken by the member ~~will~~**shall** be paid in December's pay check of each year.

*Example:* If a member takes Labor Day off, they would be paid for Labor Day and that time could be deducted from their holiday bank time if the employee chooses, or the employee could have the time taken from accrued vacation time or available comp time. If they work on Labor Day, they would be paid, their regular salary, and no time would be deducted from their holiday bank. At the end of the year, they would be paid for that holiday when their holiday bank is paid. This means that they would be paid twice for working on Labor Day—once for the work they performed and once for their holiday bank.

If they take a holiday off work, the members may choose to use accrued vacation hours and/or available comp time for that holiday thus maintaining their holiday bank, which would be paid to them in the December paycheck.

**C. MANNER OF HOLIDAY PAY FOR CERTAIN HOLIDAYS** An employee who is assigned to shift work on a 5/8 schedule plan will be paid his/her regular wages for those hours worked on a holiday as defined in this article, subsection A on a holiday for which the holiday has been placed in the Holiday Bank as defined in this article, subsection A. An employee who is assigned to shift work on a 4/10 schedule plan, will be paid at his/her regular wages for those hours worked on a holiday on a holiday for which has been placed in the Holiday Bank, as defined above.

An employee who is assigned to shift work, (5/8's or 4/10's) and who has a holiday of significant family orientation, as defined as stated in this Article, Subsection A, fall on his/her regularly scheduled work day will be paid at the rate of one and one-half (1 ½) times the employee's regular wages for all hours worked or receive compensatory time at one and one-half (1 ½) time for all hours worked.

Shift work employees whose regular day off falls on any holiday as defined of significant family orientation, will be paid their regular rate of pay, eight (8) or ten (10) hours, whichever is applicable, or straight compensatory time.

Holidays as defined, for shift work employees will be observed on the actual calendar holiday.

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Employees normally scheduled Monday through Friday, 8 a.m. – 5 p.m. or similar, are not considered shift workers. Those employees not scheduled to work shift work, at the discretion of the Chief of Police or his/her designee, will normally be scheduled off for any holiday. Holidays for non-shift work employees will be observed on a date consistent with City Policy.

All regular part-time employees, as defined in Article 4.2 will receive holidays and holiday compensation for each holiday worked or that falls on a regularly scheduled day off. Regular part-time employees who work less than eight (8) hours per work day will receive a pro-rated holiday allowance equal to the hours worked.

For shift work employees, the City reserves the right to reduce staffing numbers on holidays subject to the operational needs of the department. The selection process for this reduction in staffing will be made by seniority. The highest seniority employee has first option to work or take the holiday day off, the second highest employee in seniority has the second option to work or take the holiday day off, and so on. This selection process will be used for both police officers and communications officers, but the two divisions are separate and the reduction in staffing will be done independent of each other.

Requests to take certain holidays off must be made a minimum of seven (7) days prior to the requested holiday.

Finally, as per Article 7.3, under no condition will overtime compensation be received twice for the same hours worked.

**8.2 PAYMENT FOR HOLIDAY BALANCE AT TERMINATION.**

Employees ~~will~~**shall** be compensated for accrued but unused holidays at termination of employment at the employee's final hourly rate.

**8.3 FOUR-TEN.**

For an employee working a 4/10 plan, a paid day off ~~will~~**shall** constitute a ten (10) hour day. Therefore, to account for an entire paid day off, ten (10) hours of the employee holiday bank ~~will~~**shall** be utilized by the employee.

**8.4 BEREAVEMENT DAYS.**

All members of the Association ~~will~~**shall** receive paid personal emergency leave for a death in the immediate family of three (3) days. This personal emergency leave is not deductible from the members accrued sick leave, vacation or compensatory time. Pay will be at his/her regular wage. Immediate family includes current spouse, children, stepchildren, stepparent, mother, father, mother-in-law, father-in-law, sister, brother and grandparents.

**ARTICLE 9. VACATIONS.**

**9.1 VACATION ACCRUAL AND CARRY OVER.**

The City recognizes the employee's last date of hire or re-hire as the anniversary date for vacation accrual time. Vacation hours are accrued monthly. All employees are encouraged to take their vacation during the year it is awarded. Carryover of vacation from month to month ~~will~~**shall** be limited to two (2) times the annual vacation accrual an employee may earn in any given 12 month period.

**9.2 VACATION DAYS EARNED.**

Vacation awards depend on the employee's years of continuous employment with the City determined as of their vacation anniversary date. Vacation is awarded and accrued according to the following chart:

**VACATION CHART**

Vacation award key: (1) Hours earned for each calendar month worked (96 hours)  
(2) Days earned per calendar month worked  
(3) Days earned annually

<b>Length of Service Based on Anniversary Date</b>	<b>Vacation Award</b>	<b>Maximum Vacation Accrual Award</b>
Up to 5 Years	(1) 8 hours per month (2) 1 day per month (3) 12 days annually	192 Hours
5 years but less than 10 years	(1) 10 hours per month (2) 1.25 days per month (3) 15 days annually	240 hours
10 years but less than 15 years	(1) 12 hours per month (2) 1.5 days per month (3) 18 days annually	288 hours
15 years but less than 20 years	(1) 13.28 hours per month (2) 1.66 days per month (3) 20 days annually	320 hours
20 years or more	(1) 14.666 hours per month (2) 1.833 days per month (3) 22 days annually	352 hours

No vacation days will be accrued during a leave of absence without pay. Employees will~~shall~~ earn no vacation during their first six (6) months of employment. When the employee receives credit for the vacation earned in the seventh (7th) month of employment, the employee will also be credited with vacation accruals for the first six (6) months of employment which will~~shall~~ not be deemed "earned" until that time.

**9.3 PART-TIME.**

Regular part-time employees will~~shall~~ earn one (1) vacation day, eight (8) hours, per month, prorated to the budgeted full time equivalent.

**9.4 PAYMENT.**

Discharged employees who have completed six (6) months of service will be paid for all accrued and prorated vacation time.

**9.5 VACATION SCHEDULES.**

An employee with a vacation balance of eighty (80) hours or more on January 21<sup>st</sup> and at the time of the bid, will~~shall~~ bid and use at least forty (40) vacation hours during the calendar year.

Vacation schedules will shall be approved by the Chief of Police subject to the operational needs of the department. Seniority vacation requests must be made between December 20th of the year prior to the dates requested and up to and including February 28th of each year and will shall be determined based on classification seniority. If there is a conflict between employees who have requested vacation scheduling during January and February as to the date requested, preference will shall be given to the employee with the most seniority, provided however, that a single employee's requests for multiple vacation blocks will shall be granted in priority order in relation to other employees' multiple requests. (For example, three (3) employees request two (2) blocks of vacation.

The first preference will be granted based on all bidders' first preference request based on classification seniority. Then, remaining second priority bids will be awarded based on seniority of those with two (2) bids.) Such preferences may be granted only for vacation scheduled prior to February 28th only once during the term of this Agreement, and for one (1) block of time not to exceed 80 hours during June, July, and August. Exceptions may be made to the 80 hour block rule by the Chief of Police. All approved vacations requested before February 28th will be posted by March 15<sup>th</sup> in the schedule books. Thereafter, preference will shall be given in order of employee request for all other vacation time off on a first come first serve come basis, provided however that vacation requests of a block of forty (40) hours or more will be given preference over time off requests of shorter duration. Vacation requests must be for a full work shift or more. Finally, a request for vacation time off will trump any holiday or comp time request. A holiday bank time off request requests trumps a comp time off request.

As used above, "...for a full work shift or more" is defined as taking a full work shift off and then, if desired, the employee can take a portion of the employee's next immediately scheduled work shift. (Next immediately scheduled work shift means that the shifts cannot be separated by an otherwise scheduled day off.) An employee cannot take a portion of a shift first and then one full shift the next scheduled work day.

**ARTICLE 10. SICK LEAVE.**

**10.1 ACCRUAL.**

All regular employees earn sick leave at the rate of 8 hours for each full calendar month of service to a maximum of 1,000 hours. The following formula will be used to calculate paid sick leave earned by regular part-time employees: 8 hours will be multiplied by the budgeted percentage of full-time equivalent of the employee. For example if the employee is budgeted at 50% of a full-time equivalent then 8 hours will be multiplied by 50%, resulting in 4 hours of earned paid sick leave each month. Sick leave does not accrue during unpaid leaves or layoffs.

**10.2 UTILIZATION.**

Sick leave may be used for non-occupational illness or injury or other reasons consistent with state law or for medical appointments. It may also be used for care of an immediate family member living with the employee.

An employee may use time from the employee's comp., vacation, or holiday time banks, in lieu of sick time as long as the following conditions are met:

- It does not cost overtime for the city to cover the sick employee's shift or any portion of the sick employee's shift.
- If vacation or holiday bank is used, it must be for an entire shift, not a portion of a shift. EX: If an employee goes home five hours into his/her shift, the employee can only use sick or comp time; the employee cannot use vacation or holiday bank.
- This does not apply wherein FMLA/OFLA is instituted.

### **10.3 INTEGRATION WITH WORKERS COMP.**

When an employee is absent from work because of an on-the-job injury covered by Workers Compensation, the time off will not be charged to sick leave, except as provided below.

The employee may select one of the following options:

- a) The employee will only receive his/her Workers Compensation payments; or
- b) An employee may voluntarily turn in his/her first and all subsequent Workers Compensation payments and in turn will receive a regular paycheck.

**c) Under option (b), the following will occur:**

**1) First 180 days of absence because of on-the-job injury – For the first 180 days of absence (including the three day waiting period for Workers Compensation to apply), the City will make additional payment for integration with the employee's Workers Compensation payments in order to receive ~~– Employees shall use available leave for integration with~~ their gross wages. This additional payment will not be charged against any leave the employee may have accrued, provided that the on-the-job injury was not due to the employee's negligence and/or failure to follow proper department procedures. "Employee negligence" will be determined through a review of the event leading up to the claim by Administration (Human Resources, City Attorney's Office, and a police captain) in consultation with an Association Representative for a determination to be made. If the Association disagrees with the determination, an appeal can be filed, following the grievance process.**

**The City may, within 10 days of the injury, notify the employee of the City's determination of negligence/or failure to follow proper department procedures in which case the employee will use available leave for integration with the Workers Compensation payments in order to receive their gross wages, first exhausting sick leave, and then other paid leaves as permitted by FMLA/OFLA. This provision is only applicable for as long as the Association remains with City County Insurance Services (CIS) on workers' compensation insurance because CIS nor can the City guarantee such utilization of sick leave as a form of salary continuation.**

2) After the first 180 days of absence – After the 180<sup>th</sup> day of absence, employee will use available leave for integration with their Workers Compensation payments in order to receive their gross wages, first exhausting sick leave, and then other paid leaves as permitted by FMLA/OFLA.

3) Available leave necessary – After the first 180 days of absence because of on-the-job injury or determination of employee negligence ~~In this situation~~, a full pay check will only be received if the employee has available sick leave or other paid leave as permitted by FMLA/OFLA. -

d) Under both options (a & b), a healthcare provider certification that the employee is not able to perform job functions will be required prior to approval of such payments.

e) The city may require a healthcare provider's approval for an employee to return to work after such injury.

#### **10.4 NOTIFICATION OF USE.**

In the event an employee is ill and cannot report as scheduled, the employee must report the reason for their absence at least two (2) hours prior to the beginning of the scheduled workday, unless physically unable to do so. Employees will report to an on-duty supervisor the general nature of the condition which precludes work and estimate the duration. In the event an on-duty supervisor is not available, the next available supervisor, once made aware of the absence, will contact the employee. Employees on such leave will call their supervisor daily; after the second day of such leave the City may require medical verification. The City will safeguard privacy related to employee medical information.

#### **10.5 TRANSFER OF ACCRUED LEAVE.**

An employee may request through the Chief of Police that some of the employee's paid sick leave be transferred to another employee who is absent from work for an extended period of time because of an injury, unexpected illness, or other reason for which the use of paid sick leave would normally be allowed. The Chief of Police will pass the request, with the Chief of Police's recommendation to the ~~city manager~~ ~~City Manager~~ for approval. The employee receiving a donation of paid sick leave must be non-probationary and must first have used all available paid leave and vacation time. Employees transferring paid sick leave must have accrued a minimum of 200 hours of paid sick leave. All donated leave will be used in the order received. Any paid sick leave not used by the employee receiving the paid sick leave will be returned to the donor employee, if the total paid sick leave is under the allowable maximum.

#### **10.6 SICK LEAVE INCENTIVE.**

Eligible employees ~~will~~ ~~shall~~ receive sick leave incentive pay in accordance with the City's sick leave incentive plan, as outlined in the City of Newberg Personnel Rules and Regulations, pages

60 and 61. A worker's compensation accepted injury will not affect an employee's eligibility for the Sick Leave Incentive Program.

For the first year of this Agreement, (July 01, 2011 – June 30, 2012), the Sick Leave Incentive program is suspended. Additionally, when the Sick Leave Incentive program is reinstated in the second and subsequent years of this Agreement, there will be no retroactive compensation or benefit paid for the time that this program was suspended.

**10.7 SICK LEAVE ABUSE.**

**(A) HIGH ABSENTEEISM PROGRAM.**

The ability to attend work regularly and with reliability is regarded as a job requirement. The City may examine the total sick leave usage of each employee periodically, as reported on the Administrative Time Keeper's Report of "Hours to Date, Vacation, Sick and Compensatory" Report. This Report also ~~will~~**shall** be supplied to each Supervisor and the Association. If there is a reasonable belief based on objective and articulable facts that the use of sick time by an employee appears excessive, the City may examine the employee's sick leave reports and conduct an investigation pursuant to Article 15 in order to identify the cause(s) of the sick leave. When there is probable cause to believe that an employee's pattern of sick leave usage appears excessive, the City may require the employee to furnish a health care provider's certificate for each incident of sick leave use that occurs in the future. This requirement ~~will~~**shall** be for a designated period of time not to exceed ninety (90) days and may be renewed if there is probable cause to believe that there continues to be a pattern of sick leave misuse by an employee.

**(B) HIGH ABSENTEEISM CRITERIA.**

Employees' use of sick leave under a combination of the following factors of illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness) and may constitute a reasonable belief as described in Section A above:

1. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee return to work after showing signs of outdoor recreation (tan, wind or sun burns).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employee's reasons are consistently vague or general; colds, flu, backache or upset stomach.

**Exhibit "A"**  
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6. Frequency of absences, unreported absences, one (1) day absences, one (1) hour (short) leave blocks at the start or end of the shift.
7. Factors not to be considered as excessive absenteeism are:
  - a. Pregnancy, surgery and/or health care provider-ordered confinement.
  - b. Workers' Compensation, or noncompensable, city-service connected occupational illness.
  - c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.

**(C) EMPLOYEES' RESPONSIBILITY UNDER NOTIFICATION OF POSSIBLE MISUSE.**

An employee who has been served with a notice of excessive absenteeism may be required to do the following:

1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
2. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the City for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
3. Submit to a City-paid health care provider evaluation by a health care provider to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
4. For incidents of sick leave, the employee ~~will~~**shall** provide to the City a health care provider's certificate for each incident of illness as requested. Employees who fail to provide a health care provider's certificate upon return to work from sick leave are subject to disciplinary action.

**(D) DISCIPLINARY ACTION.**

Pursuant to Article 15, appropriate disciplinary action available under this Agreement for the misuse of sick leave may be imposed. The parties recognize that, notwithstanding the City's sick leave plan, the ability of an employee to attend work regularly is a job requirement.

**10.8 FMLA.**

The City will administer FMLA rights in accordance with federal and Oregon family leave laws.

**ARTICLE 11. COMPENSATION SCHEDULE.**

**11.1 SALARY SCHEDULE.**

**(A) ADVANCEMENT WAGE SCHEDULE.**

For the first year of this Agreement (July 01, 2011 through June 30, 2012) the Association agrees that bargaining unit employees will not receive Wage Adjustments, Cost of Living Adjustment increases, or Step/Merit increases. In return, the City agrees that there will be no staffing reductions affecting the Police Department and/or any bargaining unit employees for the first year of this Agreement, as described above.

In the second year of this Agreement, July 01, 2012 through June 30, 2013, the City agrees that bargaining unit employees' wages will be adjusted commensurate with the Consumer Price Index-W (CPI-W) Portland area index average from December of 2010 to December of 2011 with a minimum of a two percent (2%) increase in wages and a maximum a four percent (4%) increase in wages. The salary schedule for which these increases will be based upon is attached as Schedule "A" and by this reference incorporated into this Agreement.

*For the Animal Control Officer (ACO) Position, the City agrees to the revised pay range listed as follows:*

<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>	<i>Step F</i>
<i>\$3141</i>	<i>\$3298</i>	<i>\$3463</i>	<i>\$3636</i>	<i>\$3818</i>	<i>\$4009</i>

*The Animal Control Officer Position is not subject to the increases outlined in the former portion of this paragraph for the second year of this Agreement; however, the City agrees that the current ACO will be moved to a pay level of Step F, listed above.*

*The City agrees that the current Animal Control Officer will be moved to pay level Step F, listed above beginning the second year of this agreement. In addition, the current Animal Control Officer will be included in the wage adjustments all bargaining unit employees will be subject to beginning the second year of the contract,*

*The third and subsequent years, the Animal Control Officer position will be subject to the increases outlined in the following paragraphs. There are two exceptions to this provision, which are 1) that any new employees (hired after execution of this Agreement) with the title of Animal Control Officer will begin employment at Step A or a Step of the newly agreed upon pay range subject to the discretion of the Chief of Police and 2) those new employees would then be subject to the increases outlined in the former portion of this paragraph for the second year of this Agreement if applicable time wise.*

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In the third year of this Agreement, July 01, 2013 through June 30, 2014, the City agrees that the bargaining unit employees' wages will be adjusted commensurate with the CPI-W Portland area index average from December 2011 to December 2012, with a minimum of a two percent (2%) increase in wages and a maximum of four percent (4%) increase in wages.

In the second and subsequent year of this Agreement, an employee will advance one (1) step annually on the salary schedule on the employee's anniversary date provided the employee obtains an overall satisfactory performance evaluation.

However, for the first, second and subsequent year of this Agreement, advancement for police officers from PO 1, step "A" to step "C" will be automatic upon successful completion of the basic academy (or receipt of DPSST Basic Police Certification), field training, and being designated as solo qualified by the officer's supervisor. Advancement to step "C" will be no longer than eighteen (18) months from the date of hire. Step D occurs at the employee's second anniversary. All subsequent step increases will be on an annual basis, described in the above paragraph.

In no event will wages or Step/Merit increases be retroactive for the first, second and subsequent year of this Agreement.

~~An employee will advance one (1) step annually on the salary schedule on the employee's anniversary date provided the employee obtains an overall satisfactory performance evaluation. This provision is effective to increases on or after November 1, 2007.~~

~~Advancement for police officers from PO 1, step "A" to step "C" shall be automatic upon successful completion of the basic academy (or receipt of DPSST Basic Police Certification), field training, and being designated as solo qualified by the officer's supervisor. Advancement to step "C" shall be no longer than eighteen (18) months from the date of hire.~~

~~**(B) — WAGE ADJUSTMENTS:**~~

~~Effective and retroactive to July 1, 2007, wages for all classifications will be adjusted by three percent (3%).~~

~~Effective and retroactive January 1, 2008, wages for all classifications will be adjusted by one percent (1%).~~

~~Effective July 1, 2008, wages for all classifications will be adjusted by three percent (3%).~~

~~Effective January 1, 2009, wages for police officers will be adjusted by one percent (1%).~~

~~Effective July 1, 2009, wages for all classifications will be adjusted by three and one half percent (3.5%).~~

~~Effective July 1, 2010, wages for all classifications will be adjusted by three and one half percent (3.5%).~~

~~(C) **SALARY SCHEDULE.**~~

~~The salary schedule is attached as Schedule "A" and by this reference incorporated into this Agreement.~~

**11.2 PAGER PAY.**

Any employee required to carry a pager provided by the City ~~will~~**shall** receive \$40 "pager pay" per month. An employee receiving pager pay may be directed to "on-call" status under Article 7.6 of this Agreement and in such event ~~will~~**shall** not be entitled to on-call pay under Article 7.6. Payment for call-outs provided for in Article 7.4 applies whether or not the employee is receiving pager pay.

**11.3 PAY PERIODS.**

There ~~will~~**shall** be one monthly pay period per month. However, an employee may have a regularly scheduled draw on the 15th of each month. Such regularly scheduled draw ~~will~~**shall** be scheduled annually, or whenever the employee's rate of pay changes and such draw ~~will~~**shall** not exceed 40% of pay.

**11.4 MOTOR OFFICERS.**

Officers assigned as Motor officers ~~will~~**shall** normally be scheduled to work thirty-eight (38) hours in shift work per week and two (2) hours at their residence for bike maintenance provided that the requirements related to take home vehicles are met as outlined in department directive/policy. The reduced work hours ~~will~~**shall** not apply in weeks when the officer is not using the motorcycle.

**11.5 DOG HANDLERS.**

Officers assigned as dog handlers ~~will~~**shall** normally be scheduled to work thirty-eight (38) hours in shift work per week and two (2) hours at their residence for animal care. Dog Handler canine training activities ~~will~~**shall** be conducted on duty. Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off duty as a family pet/household member as provided for in Wage and Hours rules of the US Department of Labor. Employees who serve as Dog Handlers receive two (2) hours off per week to compensate them for the off-duty care of the canine, and ~~will~~**shall** not receive overtime wages for off-duty care of the animal as a family pet. The parties intend that the regular wages paid to the handler for the two hours of time off granted each week will compensate for the handler's time in the off-duty care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

Dogmasters and Dog Handlers ~~will~~**shall** not be entitled to a call back premium when duty concerns emergency care of their animal. Such time ~~will~~**shall** be treated as overtime.

**11.6 BILINGUAL PAY.**

Employees who are qualified by the department as bilingual in English and Spanish, or a language spoken by over ten percent (10%) of City residents as documented by the most recent U.S. Census, will receive a monthly premium of five percent (5%) of their regular base pay.

**11.7 DETECTIVE ASSIGNMENT PAY.**

Officers assigned to work a regularly scheduled rotation as a Detective will~~shall~~ receive an additional five (5%) assignment pay adjustment during the time they serve in this assignment. Assignments and duration of assignments will~~shall~~ be according to department policy and are at the discretion of the Chief of Police.

**11.8 PRIMARY FIELD TRAINING OFFICER ASSIGNMENT PAY.**

The Police Officer and/or Communications Officer assigned as a Trainee's Primary Field Training Officer (FTO) is the person who performs the duty of reporting on the performance of the trainee using the Daily Observation Report, and will~~shall~~ receive an additional five percent (5%) assignment pay adjustment during the time he/she is assigned and performs duties as the Primary FTO. Such assignments and duration of assignments will~~shall~~ be according to the department policy and are at the discretion of the Chief of Police. A senior communications officer~~Communications Officer~~ who works with an advanced trainee who is permitted to work dispatch desk under the general supervision of a lead worker is not paid the FTO premium for being the senior employee on duty.

**11.9 PRIMARY CAD MAINTENANCE ASSIGNMENT PAY.**

Communications Officer assigned to serve as the Department's primary CAD Maintenance person will~~shall~~ receive an additional five percent (5%) assignment pay adjustment during the time he/she serves in this assignment. Assignments and duration of assignments will~~shall~~ be according to department policy and are at the discretion of the Chief of Police.

**11.10 CERTIFICATION PAY.**

(A) Intermediate Certification - Communications Officers and Police Officers who hold an Oregon Department of Public Safety Standards and Training (DPSST) intermediate certificate will~~shall~~ receive an additional five percent (5%) pay adjustment during the time they have and maintain their certification while serving in their classification.

(B) Advanced Certification - Communications Officers and Police Officers who hold an Oregon DPSST advanced certificate will~~shall~~ receive an additional five percent (5%) adjustment during the time they have and maintain their certification while serving in their classification

**11.11 LONGEVITY PAY.**

Each employee who is a member of the bargaining unit, will~~shall~~ receive the following additional pay to encourage longevity and employment with the City. Such additional pay will~~shall~~ be paid into a deferred compensation plan that is approved by the City.

- An additional \$40 per month beginning the first full month after the ten year anniversary date of employment with the City.
- An additional \$60 per month beginning the first full month after the fifteenth year anniversary date of employment with the City.
- An additional \$100 per month beginning the first full month after the twentieth year anniversary date of employment with the City.
- The employee receiving such longevity pay will~~shall~~ sign the proper authorization forms with the City to enable the City to pay such monies to the employee's deferred compensation pursuant to this ARTICLE.

**11.12 CLOTHING ALLOWANCE FOR DETECTIVES.**

Police Officers assigned to work regularly scheduled rotation as a Detective will~~shall~~ receive a clothing allowance of thirty dollars (\$30.00) per month. This clothing allowance will~~shall~~ be paid as a regular part of the employee's wages. It will~~shall~~ be the employees' responsibility to account for expenses for purposes of their income tax return. The assignment and duration of assignment will~~shall~~ be according to the department policy and is at the discretion of the Chief of Police.

**11.13 CLEANING OF CONTAMINATED CLOTHING.**

An employee whose clothing becomes contaminated by blood or other body fluids, will~~shall~~ submit the clothing item(s) to the City for cleaning.

**ARTICLE 12. ASSOCIATION ACTIVITIES.**

**12.1 ANTI-DISCRIMINATION AGAINST ASSOCIATION MEMBERS.**

It is mutually understood that the City will not in any manner discriminate against any member of the Association as the result of such member's activities on behalf of the Association and in furtherance of the purposes of the Association. Any dispute regarding this section of the Agreement~~agreement~~ may be processed through the grievance procedure. If not resolved at the City Manager level, the employee/Association may only pursue the matter further to the appropriate State agency for adjudication. The employee/Association may not arbitrate disputes under this section.

**12.2 NEGOTIATIONS.**

The two (2) elected officers of the Association who are present at negotiations and it is during their normally scheduled work time, they will be compensated for that time. If they are present during negotiations and it is during a time when they are normally not scheduled for work, they will not be compensated. Employees and the City will cooperate in making shift trade arrangements in order to facilitate Association representative attendance at bargaining sessions.

**ARTICLE 13. GRIEVANCE AND DISPUTE RESOLUTION.**

**13.1 PROCEDURE.**

**STEP 1:** After first attempting to resolve the grievance informally, 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 ten (10) days from the occurrence thereof, or fourteen days from when the employee knew, or should have known of the occurrence. The notice will~~shall~~ include:

- a) statement of the grievance and relevant facts;
- b) provisions of the Agreement~~contract~~ violated; and
- c) remedy sought.

The supervisor will~~shall~~ respond to the grievance in writing within ten (10) days, with a copy to the Association.

**STEP 2:** If still unresolved, the employee may submit the grievance within ten (10) days from the receipt of the supervisor's response to a Captain~~Lieutenant~~. The Captain~~Lieutenant~~ may meet with the aggrieved party, who may request an Association representative at the hearing. The Captain~~Lieutenant~~ will~~shall~~ respond to the grievance in writing within ten (10) days with a copy to the Association. For communications officers, records and evidence personnel, the employee may submit the grievance within ten (10) days from the receipt of the supervisor's response to the Support Services Manager. The Support Services Manager may meet with the aggrieved party, who may request an Association representative at the hearing. The Support Services manager will~~shall~~ respond to the grievance in writing within ten (10) days with a copy to the Association.

**STEP 3:** If still unresolved, the employee may submit the grievance within ten (10) days from the receipt of the Captain's~~Lieutenant's~~ response to the Police~~Chief of Police~~. For communications officers, records and evidence personnel, if still unresolved, the employee may submit the grievance within ten (10) days to the Police~~Chief of Police~~.~~—~~ The Police~~Chief of Police~~ will~~shall~~ respond to the grievance in writing within ten (10) days with a copy to the Association.

**STEP 4:** If still unresolved, the employee may submit the grievance within ten (10) days from the receipt of the Chief of Police's~~Police Chiefs~~ response to the City Manager. The City Manager will~~shall~~ meet with the aggrieved party, Association representatives and any other party deemed necessary. The City Manager will~~shall~~ respond to the grievance in writing within ten (10) days with a copy to the Association. Written reprimands are not subject to arbitration.

**STEP 5:** If still unresolved, the Association may submit the grievance within ten (10) days of the receipt of the City Manager's response to an arbitrator.

**13.2 ARBITRATION.**

If a grievance is submitted to arbitration, the arbitrator will~~shall~~ be selected by the parties as follows:

- A list of eleven (11) arbitrators from Oregon will~~shall~~ be requested from the Employment Relations Board, and the parties will~~shall~~ alternately strike one (1) name from the list until only one (1) is left. The Association will~~shall~~ strike the first name. The one remaining will~~shall~~ be the arbitrator.
- The arbitrator will~~shall~~ render a decision in writing within 30 days of the close of the hearing and receipt of the briefs, if any. The arbitrator will~~shall~~ be limited to interpreting this Agreement and determining if a violation has been committed. The arbitrator's decision will~~shall~~ be strictly limited to those issues disputed by the parties. The arbitrator will~~shall~~ have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator will~~shall~~ be binding on both parties.
- The costs of the arbitration exclusive of representation costs will~~shall~~ be borne by both parties. Each party will~~shall~~ be responsible for the cost of presenting its own case to arbitration.

**13.3 TIME LIMITS.**

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" will~~shall~~ be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver will~~shall~~ constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the employee or Association that the matter has been resolved. The parties may defer any potential grievance to consideration of the Labor Management Advisory Team provided for in Article 1.3 of this Agreement.

**13.4 ARBITRATION OF ASSOCIATION DISCRIMINATION CLAIMS OR EEO CLAIMS.**

EEO claims, will~~shall~~ not be subject to the grievance procedure beyond STEP 3 unless the employee first agrees to be bound by the Arbitrator's decision and waives, in writing, in a form acceptable to the City, the right to pursue claims in all other forums including the Bureau of Labor and Industries, the EEOC, and State and Federal Court.

**ARTICLE 14. HEALTH & WELFARE.**

**14.1 HEALTH BENEFITS.**

Beginning July 01, 2011 and then for the duration of this Agreement, the~~The~~ City will make available and maintain for the benefit of bargaining unit employees and their families medical,

**Exhibit "A"**  
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dental and vision insurance benefits ~~identical~~~~of substantially equivalent benefit on the whole~~ to that ~~, or better than, those currently available and~~ provided to the bargaining unit of the Newberg Fire Department, the "International Association of Fire Fighters" by the "Northwest Firefighters' Relief Association". If, during the duration of this Agreement, the ~~Association~~ Association is made aware of any real or potential change in insurance benefit(s) and /or cost(s) provided by or associated with that plan, the Association is required to immediately notify the City and the City reserves the right to re-negotiate this portion of the Agreement. ~~—If at any time throughout the duration of this Agreement, the Association bargaining unit opts to return to the insurance carrier provided by the City, the Association will be subject to the rules of the City's insurance provider requires to opt back in. A fee to the Association bargaining unit to do so will apply commensurate with the actual costs incurred by the City in personnel costs.~~

The City will contribute to the cost of medical, dental and vision insurance no less than ninety percent (90%), and the employees in the bargaining unit will contribute the remainder of the full premiums which ~~will~~~~shall~~ be paid by payroll deduction.

The City ~~will~~~~shall~~ contribute to HRA VEBA accounts of each bargaining unit employee one hundred ~~eighty-five~~~~forty~~ dollars (\$~~185~~~~140~~) per month. ~~The VEBA contribution amount shall be increased by fifteen dollars (\$15) effective on January 1, 2009, 2010 and 2011.~~

~~If insurance premium increases in one year to the next exceed fifteen percent (15%) overall, either party may reopen for negotiations this Article for the duration of the Agreement. insurance plan design.~~

#### **14.2 LIFE INSURANCE BENEFITS.**

The City will continue as a minimum, the current life insurance it now maintains for its employees. The amount of the life insurance ~~will~~~~shall~~ be one and a half (1.5) times the base salary of the employee.

#### **14.3 DISABILITY BENEFITS.**

The City ~~will~~~~shall~~ maintain the current disability insurance benefit for the employee.

### **ARTICLE 15. EMPLOYEE DISCIPLINE/TERMINATION.**

#### **15.1 DISCIPLINARY MEASURES.**

Disciplinary action ~~will~~~~shall~~ be for just cause. Discipline includes the following steps and ~~will~~~~shall~~ normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- a) Verbal warning or reprimand, including written documentation thereof
- b) Written reprimand
- c) Reduction in pay
- d) Suspension without pay

- e) Demotion
- f) Discharge

The City ~~will~~**shall** not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures hereinafter defined in this Article.. In the event a "reduction in pay" is the disciplinary action taken, the employee will have the option of using vacation time in lieu of suffering a pay reduction.

Verbal warnings and reprimands are not subject to grievance. A written rebuttal may be provided by the employee and filed with the written documentation of the warning or reprimand.

### **15.2 ASSOCIATION REPRESENTATION IN DISCIPLINE PROCESS.**

The City acknowledges the right of the employee to request a representative of the Association to be present at any interview where the employee reasonably believes that discipline may result from the interview. Whenever appropriate, it ~~will~~**shall** be sufficient that a supervisor documents advise to an employee that the interview will not result in discipline in order to require an employee to proceed in dialog without the presence of an Association representative.

### **15.3 GENERAL PROCEDURES.**

a) Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, untruthfulness, unlawful use of force, and/or a violation of civil rights will be afforded the following safeguards:

- (1) The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
- (2) At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a

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victim. In such event, the City and the Association will~~shall~~ cooperate to meet appropriate investigative and due process needs.

The employee will~~shall~~ be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview will~~shall~~ not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than an oral warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview, or otherwise as mutually agreed.

- (3) All interviews will~~shall~~ take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (4) The City will~~shall~~ make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments will~~shall~~ be made to the employee.
- (5) The employee will be required to answer any questions specifically involving the non-criminal matter(s) 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. Whenever a Garrity statement is obtained pursuant to this Agreement~~agreement~~, this Agreement~~agreement~~ constitutes a waiver of the Fifth Amendment rights for purposes of giving the compelled statement to the City, and Garrity precludes admissibility of the compelled statement or the fruits thereof in any criminal proceeding which is an independent right not waived hereby. Garrity advice and acknowledgment will~~shall~~ be accomplished in writing. The compelled statement will~~shall~~ not be provided in any form to the District Attorney or a criminal investigator.
- (6) The employee will~~shall~~ be entitled to such reasonable intermissions as may be requested for personal necessities.
- (7) All interviews will~~shall~~ be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section will~~shall~~ prohibit the City from questioning the employee about information which is developed during the course of the interview.

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- (8) The City ~~will~~~~shall~~ tape record the interview and a copy of the complete interview of the employee ~~will~~~~shall~~ be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined and the recording is transcribed by the City, the employee and the Association ~~will~~~~shall~~ be provided a copy thereof.
- (9) Interviews and investigations ~~will~~~~shall~~ be concluded without unreasonable delay.
- b) This article ~~will~~~~shall~~ not prevent informal inquiry by the City or its representative following a critical incident in order to ascertain what occurred. This may include a walk through. Information obtained will be used for administrative purposes only, and the scope ~~will~~~~shall~~ be limited to facilitate the on-scene investigation and scene processing and/or preparation of a public statement. .
- c) This Article 15.3 relating to general procedures ~~will~~~~shall~~ not apply to a criminal investigation conducted by another law enforcement agency.
- d) Use of force situations ~~will~~~~shall~~ be governed by the Agreement, police department policy, and the process developed for Yamhill County as required by SB 111.

**15.4 FAIRNESS AND DUE PROCESS.**

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based (i.e. date/time/place), notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City ~~will~~~~shall~~ provide the Association and the affected employee with all the documents which are relied upon.

The City's practice is to afford employees the opportunity to consider, accept and/or comment upon all discipline for at least twenty-four (24) hours before final issuance. If the employee's interests are not met, then the employee or the Association may submit a written rebuttal to a documented discipline which ~~will~~~~shall~~ be maintained with the record of discipline.

When discipline is to be imposed and the notice of pre-disciplinary due process is given, documents upon which the City has relied may be provided to the Association and the affected employee in lieu of a description of facts in the notice itself.

**15.5 AVOIDANCE OF EMBARRASSMENT.**

If the Chief of Police has reason to discipline an employee, the Chief of Police ~~will~~~~shall~~ make a reasonable effort to investigate and impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

**15.6 DISCIPLINARY RECORDS RETENTION.**

Personnel records will be maintained as prescribed by OAR 166-200-0090 (4) and (7). Any records, if removed, will be retained in a separate system of records in the office of the City

Attorney for use in civil litigation response, charges of unevenly applied discipline or failure to represent. Removal upon employee request will be determined by the City based on considerations of accuracy, timeliness and relevance to City purposes.

**ARTICLE 16. SAVING CLAUSE.**

If any Article or Section in this Agreement~~agreement~~, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, the Article or provision will~~shall~~ not invalidate the entire Agreement~~agreement~~, it being the express intention of the parties hereto that all other provisions not declared invalid will~~shall~~ remain in full force and effect. The parties will~~shall~~ enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section that has been declared invalid. If the parties are in disagreement about an item and whether in fact it has been rendered invalid, then this item will be temporarily inoperative pending a resolution of the matter.

**ARTICLE 17. RETIREMENT.**

**17.1 EMPLOYEE CONTRIBUTION UNDER PERS.**

The City will~~shall~~ pay six percent (6%) PERS pick-up contribution to the Oregon Public Employees Retirement System (PERS) and/or OPSRP in accordance with state law. The City will~~shall~~ pay the full contribution provided for by the plan.

**17.2 EMPLOYEE'S CONTRIBUTION WITH CURRENT CITY RETIREMENT PLAN.**

Those employees who chose not to become members of the Public Employees Retirement System will~~shall~~ remain in the current City Retirement Plan. New employees of the bargaining unit will~~shall~~ be members of PERS. The City will~~shall~~ pay the full contribution provided for by the Plan.

**17.3 UNUSED SICK LEAVE.**

Upon retirement or disability retirement, the City will report one hundred percent (100%) of the employee's un-used sick leave to PERS so PERS can use the reported amount to calculate employee's retirement allowance in accordance with ORS 238.350 and applicable PERS rules for employees enrolled in PERS; a similar benefit provided for in the City Retirement Plan will~~shall~~ be continued in accordance with the Plan document.

**ARTICLE 18. TERM OF AGREEMENT.**

- (A) This Agreement will~~shall~~ be effective and retroactive to July 1, 2011~~2007~~, upon signing by both the City and the Association, and will~~shall~~ remain in full force and effect through June 30, 2014. At the end of this period, the City and the Association may agree to extend the Agreement for an additional two years on all

matters except for compensation. At the end of this period (July 01, 2011-June 30, 2014), the City and Association will re-negotiate the Agreement as it relates to all matters of compensation. -

- (B) This Agreement ~~will~~**shall** automatically be renewed from year to year thereafter, unless either party gives written notice to the other not less than sixty (60) calendar days preceding the above expiration date (June 30, ~~2014~~**2011**) of its desire to modify the Agreement. The parties ~~will~~**shall** attempt to commence bargaining during March of ~~2014~~**2011** for the successor labor agreement.

**ARTICLE 19 – DRUG TESTING PROVISIONS.**

The Newberg-Dundee Police Department implements the following Substance Abuse Policy to become effective upon execution of the Agreement:

It is the policy of this Department that the critical mission of law enforcement services justifies maintenance of an alcohol and drug-free work environment. Furthermore, the law enforcement profession has several uniquely compelling interests that justify the use of employee alcohol and drug- testing and other reasonable restrictions designed to produce an alcohol and drug-free working environment. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. Therefore, in order to ensure the integrity of this Department and to preserve public trust and confidence in an alcohol and drug-free law enforcement profession, this department has adopted the following:

**A. Prohibited Conduct:**

The following conduct is specifically prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol during working hours, including rest and meal periods, except in conjunction with the performance of work duties, ( confiscated evidence, approved undercover operations, etc.)
2. Reporting for work or returning to duty under the influence of alcohol or drugs. An employee while on duty is considered “under the influence” of alcohol if her / her alcohol concentration is .00 BAC or more. Alcohol concentration levels measuring less than .00 BAC are considered a negative result. An employee is considered to be “under the influence” of drugs, if the employee tests positive for having such substances present in his / her body.

In no event will an employee consume any kind of alcoholic beverages within four (4) hours of the time he / she is scheduled to report for work. Where an employee is subject to call-out and he / she has consumed alcoholic beverages within the preceding eight (8) hour period, the employee ~~will~~**shall** be required to advise her or her supervisor of that fact, the amount and when the alcohol was consumed.

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3. Failing to promptly report arrests, convictions and or / plea bargains for an alcohol or drug related criminal offense to the Chief of Police or his designee, irrespective of the jurisdiction where such action was taken.
4. Failing or refusing to promptly submit to testing as long as reasonable suspicion is present. An employee may not delay a test by requesting Association representation, due to the dissipation of alcohol or controlled substances over time. However the employee may request to be accompanied to the test site by a witness in addition to the supervisor involved.
5. Giving false, diluted or altered samples or obstructing the testing process.

Drugs include but are not limited to the following controlled substances: opiates, cocaine, marijuana, phencyclidine, amphetamines / methamphetamines, and barbiturates. However, drugs does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and / or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

**B. Disclosure of Medications:**

Employees are responsible for consulting with their physician and carefully reviewing medication warnings, including any warning pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before the employee is allowed to continue her / her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties; illegally obtaining the substance or use which is inconsistent with prescriptions of labels will subject an employee to disciplinary action.

**C. Employee Testing:**

The City may require employees to submit to breath, urine and blood substance testing in accordance with City policy and in a manner not inconsistent with this ~~Agreement~~~~labor agreement~~. Tests may be conducted for reasonable suspicion. Reasonable suspicion is based upon articulable observations concerning the appearance, unusual behavior, speech, breath/odor, body symptoms, or other reliable indicators that an employee has consumed drugs and/or alcohol. Reasonable suspicion ~~will~~~~shall~~ include but is not limited to personal involvement in an accident or incident resulting in significant personal injury to self or others, or a traffic accident involving personal injury or property damage in excess of fifteen hundred dollars (\$1500.00). In such event, the employee ~~will~~~~shall~~ be deemed to have consented to the taking of a necessary sample by medical personnel. Tests will be conducted at Providence Newberg Hospital (or a

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medical facility to which the employee has been transported) under the supervision of a Medical Review Officer qualified for DOT CDL purposes, with appropriate procedures and safeguards which apply to CDL testing. An employee may not delay a test by requesting Association representation, due to the dissipation of alcohol or controlled substances over time. However the employee may request to be accompanied to the test site by a witness in addition to the supervisor involved.



**LABOR AGREEMENT**

**Between the City of Newberg Police Department  
and the Newberg-Dundee Public Safety Association**

**For the Period of: July 1, ~~2011~~ 2007 - June 30, ~~2014~~ 2011**

**(37 Total Pages) ~~of pages plus Schedules~~**

SIGNED this 23rd day of September, 2011 ~~January, 2008~~.

**CITY OF NEWBERG**

**NEWBERG-DUNDEE PUBLIC SAFETY  
ASSOCIATION**

\_\_\_\_\_  
**~~Daniel Danicic~~ ~~Robert I. Tardiff~~, City  
Manager ~~Pro-Tem~~**

\_\_\_\_\_  
**Financial Treasurer (CEO)**

Adopted by the Newberg  
City Council on September 6, 2011 ~~January 22,~~  
~~2008~~

via ~~Per~~ Resolution No. 2011-2952 ~~2008-2758~~

\_\_\_\_\_  
**Labor Representative**

**APPROVED AS TO FORM AND  
CONTENT:**

\_\_\_\_\_  
**Association Officer or Representative  
(Patrol)**

\_\_\_\_\_  
**Terrence D. Mahr, City Attorney**

\_\_\_\_\_  
**Association Officer or Representative  
(Communications)**

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**Exhibit "A"**

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Communications (CO2)	16.11	2,793	2,933	3,080	3,234	3,396	3,566
Communications (CO3)	16.92	2,933	3,080	3,234	3,396	3,566	3,744
Animal Control	15.65	2,712	2,848	2,990	3,140	3,297	3,462
Records/Evidence Tech	15.35	2,660	2,793	2,933	3,080	3,234	3,396
Police Officer (PO1)	20.75	3,596	3,776	3,965	4,163	4,371	4,590
Police Officer (PO2)	21.79	3,776	3,965	4,163	4,371	4,590	4,820
Police Officer (PO3)	22.88	3,965	4,163	4,371	4,590	4,820	5,061

<b>January 1, 2009</b>	<b>Per Hour Step A</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
<b>Police Association</b>	<b>1% Police Only</b>						
Communications (CO1)	15.35	2,660	2,793	2,933	3,080	3,234	3,396
Communications (CO2)	16.11	2,793	2,933	3,080	3,234	3,396	3,566
Communications (CO3)	16.92	2,933	3,080	3,234	3,396	3,566	3,744
Animal Control	15.65	2,712	2,848	2,990	3,140	3,297	3,462
Records/Evidence Tech	15.35	2,660	2,793	2,933	3,080	3,234	3,396
Police Officer (PO1)	20.95	3,632	3,814	4,005	4,205	4,415	4,636
Police Officer (PO2)	22.00	3,814	4,005	4,205	4,415	4,636	4,868
Police Officer (PO3)	23.11	4,005	4,205	4,415	4,636	4,868	5,111

<b>July 1, 2009</b>	<b>Per Hour Step A</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
<b>Police Association</b>	<b>3.5%</b>						
Communications (CO1)	15.88	2,753	2,891	3,036	3,188	3,347	3,514
Communications (CO2)	16.68	2,891	3,036	3,188	3,347	3,514	3,690
Communications (CO3)	17.52	3,036	3,188	3,347	3,514	3,690	3,875
Animal Control	16.19	2,807	2,947	3,094	3,249	3,411	3,582
Records/Evidence Tech	15.88	2,753	2,891	3,036	3,188	3,347	3,514
Police Officer (PO1)	21.69	3,759	3,947	4,144	4,351	4,569	4,797
Police Officer (PO2)	22.77	3,947	4,144	4,351	4,569	4,797	5,037
Police Officer (PO3)	23.91	4,144	4,351	4,569	4,797	5,037	5,289

<b>July 1, 2010</b>	<b>Per Hour Step A</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
<b>Police Association</b>	<b>3.5%</b>						
<b>Communications (CO1)</b>	<b>16.44</b>	<b>2,849</b>	<b>2,991</b>	<b>3,141</b>	<b>3,298</b>	<b>3,463</b>	<b>3,636</b>
<b>Communications (CO2)</b>	<b>17.26</b>	<b>2,991</b>	<b>3,141</b>	<b>3,298</b>	<b>3,463</b>	<b>3,636</b>	<b>3,818</b>
<b>Communications</b>	<b>18.12</b>	<b>3,141</b>	<b>3,298</b>	<b>3,463</b>	<b>3,636</b>	<b>3,818</b>	<b>4,009</b>

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(CO3)

<b>Animal Control</b>	<b>16.76</b>	<b>2,905</b>	<b>3,050</b>	<b>3,203</b>	<b>3,363</b>	<b>3,531</b>	<b>3,708</b>
<b>Records/Evidence Tech</b>	<b>16.44</b>	<b>2,849</b>	<b>2,991</b>	<b>3,141</b>	<b>3,298</b>	<b>3,463</b>	<b>3,636</b>
<b>Police Officer (PO1)</b>	<b>22.45</b>	<b>3,891</b>	<b>4,086</b>	<b>4,290</b>	<b>4,505</b>	<b>4,730</b>	<b>4,967</b>
<b>Police Officer (PO2)</b>	<b>23.57</b>	<b>4,086</b>	<b>4,290</b>	<b>4,505</b>	<b>4,730</b>	<b>4,967</b>	<b>5,215</b>
<b>Police Officer (PO3)</b>	<b>24.75</b>	<b>4,290</b>	<b>4,505</b>	<b>4,730</b>	<b>4,967</b>	<b>5,215</b>	<b>5,476</b>