COLLECTIVE BARGAINING
(LABOR) AGREEMENT

BY AND BETWEEN

THE CITY OF NEWBERG, OREGON

AND

THE NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION

July 1, 2014– June 30, 2015

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PREAMBLE

A working 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, , 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, Chief's 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 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 layoff 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 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 issues and to make recommendations to the Chief of Police. The Team will be comprised of the Association President and

one Executive Board member together with designated management representation. Of the two Association members, one will be a police officer and one will be a communications officer. The meetings, will 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 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 be certified to the City by the Association. The aggregate deduction of those members will 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 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 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 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 the Association will 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, immediately, in writing, order such members to immediately cease engaging in such work stoppage and will provide the City with a copy of such order. In addition, the Association will use their best efforts to end such interference. Any violation of this Article on the part of an employee in the bargaining unit will be cause for disciplinary action, up to and including termination.

ARTICLE 4. EMPLOYEES

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.

4.4 EMPLOYEE EVALUATIONS

A member's evaluations shall be completed within sixty (60) days of the members anniversary / hire date. The evaluation shall only encompass performance during that one (1) year period unless it is an ongoing issue. Performance issues falling outside of the evaluation period shall be addressed on the employee's subsequent evaluation.

It is understood that there may be exceptions to meeting this sixty (60) day requirement due to extraneous issues. This could include sickness, vacation, extended training, internal investigation, officer's portion not being returned with timeliness, etc. If this were to occur, the evaluating supervisor will note the reason(s) on the officers evaluation.

ARTICLE 5. PROBATIONARY PERIOD.

5.1 PROBATIONARY PERIOD.

The probationary period will be 18 months for all 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 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, 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 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 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 REHIRE.

Seniority by classification for a regular employee will prevail in the case of layoff or rehire where qualifications are equal. The last employee hired will be the first employee laid off and the last employee laid off will 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 occur if an employee resigns or is discharged for cause. A break in seniority will 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 for the position involved will establish seniority.

6.6 SENIORITY LIST.

On or by January 15th 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 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 be defined as a calendar day on which the employee's scheduled shift begins. The work week will 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 be consistent with the schedule outlined by the Chief of Police. Days off will be consecutive, except during times of normal shift rotations. No overtime will 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 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 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, 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.

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 forty-eight (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.

If an employee works over 40 hours in a work week and the employee wishes to take comp time off during that week that has not been scheduled for at least 48 hours, that time off will be handled as a shift adjustment commensurate to the amount of the actual number of overtime hours worked, not the expanded hours. EXAMPLE: A CO works 12 hours on Thursday and on their Friday, wishes to leave four hours early that had not been previously scheduled. The four hours worked on Thursday will be traded for the four hours taken off on Friday. No overtime or comp time is earned by the employee and the city does not pay overtime or comp time for hours not worked.

7.2 HOURS WORKED.

The following will 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 forty (40) hours in an employee's work week will 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. Regular rate equals base pay plus all additions to pay which the employee is entitled to under this contract. Under no condition will overtime compensation be received twice for the same hours worked.

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' forty- (40-) hour work week. In all cases, attendance and subsequent overtime must be with prior approval. A meeting or event with less than forty-eight (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, overtime continues through the remainder of the scheduled overtime period.

If with less than forty-eight (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 overtime 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.

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 overtime 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 ensure 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 receive three (3) hours pay at the overtime rate. A "call out" is a call to return to work and its duration will not exceed the requirements for the call out. This section will 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.

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 be considered a single call back.

Meetings or events scheduled in excess of forty-eight (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' forty (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 (1/4) hour, not at the "court call out" rate of pay.

7.5 COMPENSATORY TIME OFF.

If an employee elects to accrue compensatory ("comp") time in lieu of overtime pay, the comp time will accrue at the rate of time and one-half (1/2). No employee may accrue more than sixty (60) hours of comp time. Use of Compensation Leave will be approved by the Chief of Police or his designee subject to the operational needs of the Department. Requests for comp 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 be under no obligation to grant comp time off if to do so will require coverage by another employee accruing comp time. Employees who elect to accrue comp 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 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 is less than 48 hours notice.

Denials of comp time off are not subject to grievance.

* 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 forty-eight (48) hours notice is time worked in excess of forty (40) hours.

7.6 STAND-BY

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

7.7 TRAINING.

All required training time will be counted as time worked. The City will 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 five (5) days of eight (8) hour shifts in conjunction with non-department sponsored training of more than four (4) days' duration. This clause shall not apply to any employee required to attend the DPSST police or communications academy 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 forty (40) hours in the work week, will be paid at the overtime rate of pay but must have prior supervisory authorization to attend.

MANDATORY TRAINING: All employees required to travel outside the corporate city limits of Newberg or Dundee for training or other reason shall have all such time considered as hours worked regardless of whether the employee was a passenger or a driver. The City will make efforts to provide

a City owned vehicle for travel. If the City cannot provide a vehicle, mileage reimbursement will be made as per IRS rules. If a City owned vehicle is offered and the employee chooses to use his/her personal vehicle, no mileage reimbursement will be offered or authorized.

Mandatory training is defined as training that is mandated by the Chief of Police or his/her designee or training required to maintain necessary certification(s) for employment within the employee's discipline for which he or she is employed as required by DPSST, APCO, or other entity recognized by both the City and the Association.

VOLUNTARY TRAINING: All employees who request to travel outside the corporate city limits of Newberg or Dundee for training or otherwise, shall have such time considered as hours worked regardless of whether the employee was a passenger or a driver. The employee will adjust his/her work schedule to a mutually agreed upon date and time to avoid incurring overtime or comp time arising from the training and/or travel. It is expected that both the City and employee will work to mutually agree upon shift adjustments sincerely and in good faith. The City will make efforts to provide a City owned vehicle for travel. If the City cannot provide a vehicle, mileage reimbursement will be made as per IRS rules. If a City owned vehicle is offered and the employee chooses to use his/her personal vehicle, no mileage reimbursement will be offered or authorized.

Additionally, if mutually agreed upon, an employee and the City may enter into a specific, non-precedent setting agreement to attend training.

If the mutually agreed upon shift adjustments cannot be accomplished within 30 days from the end of the training, the time will be credited to the employee's comp bank or paid to the employee, at the employee's choice. In either case, time will be earned at straight time.

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 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 reflect hours of work regularly scheduled by the participants in the trade, each of whom will be paid accordingly. If a trade participant works hours in excess of the traded shift on the

same workday, such hours will be paid at the overtime rate to the employee who performed the overtime work. Arrangements related to the payback of a trade are the sole responsibility of the trade participants and the City will 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 not involve more than two trade participants, and a trade of a shift acquired by trade will 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, and Police Officers,

Communications Officers and Police Officers, 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 be due the employee. Employees and supervisors will 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 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 have a thirty (30) minute paid lunch period.

Provisions of the subsection will not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks will 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 be scheduled to work Monday through Friday, 8 a.m. – 5 p.m. and, except for emergency situations, will receive two (2) paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift and a one (1) hour unpaid lunch period, or as mutually agreed. During meal periods no work will 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 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 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 in accordance with paragraph C of this section for holidays of significant family-orientation.

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

(B) HOLIDAY BANK OPERATION.

The Chief of Police and the City has authorized eighty (80) hours of time be credited to each member employee's holiday bank beginning January 1st of each year. This is consistent with the monthly accrual amount of six and sixty-seven hundredths (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 eighty (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.

In the event the member employee leaves the employment of the City and has not used his/her holiday bank consistent with the hours accrued at six and sixty-seven hundredths (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 be paid in December's pay check of each year.

An employee may not use holiday bank time that has not yet been accrued.

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 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 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 stated in this Article, Subsection A, fall on his/her regularly scheduled work day will be paid at his or her regular wages for all hours actually worked on that holiday.

In addition to the 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 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 comp time at one and one-half (1 ½) time for all hours actually worked.

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

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

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. Time off requests for these certain holidays will be granted on a first-come first-serve basis. If there is a dispute as to whose request was submitted first, the City will grant the time off request based on the involved employee's seniority. The City will provide a time stamp machine. Employees are required to time stamp their time off request prior to submission to the supervisor.

If a holiday(s) are imbedded into a vacation request of one full work week or more, the vacation request will trump the individual holiday(s) request.

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 be compensated for accrued but unused holidays at termination of employment at the employee's final hourly rate. If the member employee leaves the employment of the City and has used more holiday hours than would have been accrued at the rate of six and sixty-seven hundredths (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.

8.3 FOUR-TEN.

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

8.4 BEREAVEMENT DAYS.

All members of the Association will 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 comp 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 rehire 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 be limited to

two (2) times the annual vacation accrual an employee may earn in any given twelve (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

Length of Service Based on Anniversary Date	Vacation Award	Maximum Vacation Accrual Award
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 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 not be deemed "earned" until that time.

9.3 PART-TIME.

Regular part-time employees will earn one (1) vacation day, eight (8) hours, per month, prorated to their percentage of full time of employment.

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 21st and at the time of the bid, will bid and use at least forty (40) vacation hours during the calendar year.

Vacation schedules will 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 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 be given to the employee with the most seniority, provided however, that a single employee's requests for multiple vacation blocks will 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 15th in the schedule books. Thereafter, preference will be given in order of employee request for all other vacation time off on a first come first serve 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. A request for vacation time off for a full work shift or more will trump any holiday or comp time request. Vacation requests of less than an employee's full shift, will be treated the same as a comp time off request.

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

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. *Example*: 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 employees' Workers Compensation payments in order to receive 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 180th 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) Integration and Notice –Section 10.3 is only applicable for as long as the Association remains with CIS for Workers Compensation insurance coverage because CIS allows such utilization (integration) of sick leave as a form of salary continuation with the Workers Compensation payment in order for employees to receive their gross wages. However, the City cannot guarantee that such utilization of sick leave, as a form of salary continuation, will be allowed pursuant to other insurance providers' contracts. The City will notify the Association of change of Workers Compensation insurance carrier and discuss with them such change.

4) Available leave necessary – After the first 180 days of absence because of on-the-job injury or determination of employee negligence, 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 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 two-hundred (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.

If a Sick Leave Incentive program is offered to City employees in general the Association members shall also be eligible for that program. There will be no retroactive compensation or benefit paid for this program.

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 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 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, comp 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.

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 non-compensable, 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 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, 2014 through June 30, 2015) the City agrees that bargaining unit employees' wages will be adjusted by a two percent (2%) increase in wages.

The adjustment in wages will be made retroactive to July 01, 2014 upon the agreement of this contract.

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.

11.2 ON CALL PAY.

Any employee required to carry a cell phone provided by the City will receive forty dollars ($40) per month. An employee required to carry a smart phone will receive a monthly stipend of $45. Depending on assignment and department need, some employees may be required to carry one or both. An employee receiving "on call" pay may be directed to "stand-by"status under Article 7.6 of this Agreement and in such event will not be entitled to "stand-by" pay under Article 7.6. Payment for callouts provided for in Article 7.4 applies whether or not the employee is receiving"on call" pay

11.3 PAY PERIODS.

There will 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 be scheduled annually, or whenever the employee's rate of pay changes and such draw will not exceed 40% of pay.

11.4 MOTOR OFFICERS.

Officers assigned as Motor officers will normally be scheduled to work thirty-eight (38) hours in shift work per week and two (2) hours for bike maintenance. The reduced work hours will not apply in weeks when the officer is not using the motorcycle.

11.5 DOG HANDLERS.

Officers assigned as dog handlers will receive an additional five (5%) assignment pay adjustment during the time they serve in this assignment. Dog Handler canine training activities will 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. 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 not be entitled to a call back premium when duty concerns emergency care of their animal. Such time will be paid at either straight time or overtime if applicable.

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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 receive an additional five (5%) assignment pay adjustment during the time they serve in this assignment. Assignments and duration of assignments will 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 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 be according to the department policy and are at the discretion of the Chief of Police. A Senior 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 receive an additional five percent (5%) assignment pay adjustment during the time he/she serves in this assignment. Assignments and duration of assignments will 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 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 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 receive the following additional pay to encourage longevity and employment with the City. Such additional pay will be paid into a deferred compensation plan that is approved by the City.

- An additional forty dollars ($40) per month beginning the first full month after the ten year anniversary date of employment with the City.

- An additional sixty dollars ($60) per month beginning the first full month after the fifteenth year anniversary date of employment with the City.
- An additional one-hundred dollars ($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 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 receive a clothing allowance of thirty dollars ($30.00) per month. This clothing allowance will be paid as a regular part of the employee's wages. It will be the employees' responsibility to account for expenses for purposes of their income tax return.

11.13 CLEANING OF CONTAMINATED CLOTHING.

An employee whose clothing becomes contaminated by blood or other body fluids, will 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 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.

Of the Association representatives who are present at negotiations at least one will be a police officer and one will be a communications officer. If the negotiation session(s) are 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. The Association will cooperate in keeping the number of Association members at any negotiation session at a reasonable number, typically no more than four (4) Association members.

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 include:

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

The supervisor will 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. The Captain may meet with the aggrieved party, who may request an Association representative at the hearing. The Captain will 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 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 response to the 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 Chief of Police. The Chief of Police may meet with the aggrieved party, who may request an Association representative at the hearing . The Chief of Police will 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 response to the City Manager. The City Manager will meet with the aggrieved party, Association representatives and any other party deemed necessary. The City Manager will 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 be selected by the parties as follows:

- A list of eleven (11) arbitrators from Oregon will be requested from the Employment Relations Board, and the parties will alternately strike one (1) name from the list until

only one (1) is left. The Association will strike the first name. The one remaining will be the arbitrator.

- The arbitrator will render a decision in writing within 30 days of the close of the hearing and receipt of the briefs, if any. The arbitrator will be limited to interpreting this Agreement and determining if a violation has been committed. The arbitrator's decision will be strictly limited to those issues disputed by the parties. The arbitrator will have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator will be binding on both parties.

- The costs of the arbitration exclusive of representation costs will be borne by both parties. Each party will 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 be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver will 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 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 City will make available and maintain for the benefit of bargaining unit employees and their families medical, dental and vision insurance benefits identical to that 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 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 be paid by payroll deduction.

The City will contribute to HRA VEBA accounts of each bargaining unit employee one hundred eighty-five dollars ($185) per month for the duration of the Agreement.

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 be one and a half (1.5) times the base salary of the employee.

14.3 DISABILITY BENEFITS.

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

ARTICLE 15. EMPLOYEE DISCIPLINE/TERMINATION.

15.1 DISCIPLINARY MEASURES.

Disciplinary action will be for just cause. Discipline includes the following steps and will 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 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 verbal reprimands are not subject to grievance. A written rebuttal may be provided by the employee and filed with the written documentation of the verbal warning or verbal reprimand.

Written reprimands are subject to grievance, however only up to and including Step Three (3) of the grievance process.

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 be sufficient that a supervisor documents that the employee

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

The employee will 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 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 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 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 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, this 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 be accomplished in writing. The compelled statement will not be provided in any form to the District Attorney or a criminal investigator.

(6) The employee will be entitled to such reasonable intermissions as may be requested for personal necessities.

(7) All interviews will 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 prohibit the City from questioning the employee about information which is developed during the course of the interview.

(8) The City will tape record the interview and a copy of the complete interview of the employee will 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 be provided a copy thereof.

(9) Interviews and investigations will be concluded without unreasonable delay.

b) This article will 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 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 not apply to a criminal investigation conducted by another law enforcement agency.

d) Use of force situations will 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 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 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 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, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, the Article or provision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect. The parties will 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 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 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 remain in the current City Retirement Plan. New employees of the bargaining unit will be members of PERS. The City will 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 be continued in accordance with the Plan document.

ARTICLE 18. TERM OF AGREEMENT.

(A) This Agreement will be effective and retroactive to July 1, 2014, upon signing by both the City and the Association, and will remain in full force and effect through June 30, 2015. 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, 2014- June 30, 2015), the City and Association will re-negotiate the Agreement as it relates to all matters of compensation.

(B) This Agreement will 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, 2015) of its desire to modify the Agreement. The parties will attempt to commence bargaining during March of 2015 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 .001 BAC or more. Alcohol concentration levels measuring less than .001 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 callout and he/she has consumed alcoholic beverages within the preceding eight (8) hour period, the employee will be required to advise her or her supervisor of that fact, the amount and when the alcohol was consumed.

3. Failing to promptly report arrests, convictions and or/plea bargains for an alcohol or drug related criminal offense to the Chief of Police and/or 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, phencyclinide, 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. 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 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 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 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, 2014 - June 30, 2015
(39 Total Pages)

SIGNED this 5 day of. March, **2015**

CITY OF NEWBERG

Jacque M. Betz, City Manager
Adopted by the Newberg
City Council on March 2, 2015
via Resolution No. 2015-3174

Bob Andrews, Mayor

APPROVED AS TO FORM AND CONTENT:

Truman A. Stone City Attorney

NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION

Daryl S. Garrettson, Attorney at Law
Labor Representative

Association Officer or Representative (Patrol)

Association Officer or Representative (Communications)

LABOR AGREEMENT BETWEEN THE CITY OF NEWBERG AND THE NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION

SCHEDULE "A" for ARTICLE 11.1 (Salary Schedule)

July 1, 2014 Police Association	Per Hour Step A 2.0%	Step A	Step B	Step C	Step D	Step E	Step F
Communications (CO1)	**17.65**	**3060**	**3212**	**3373**	**3541**	**3718**	**3904**
Communications (CO2)	**18.53**	**3212**	**3373**	**3541**	**3718**	**3904**	**4100**
Communications (CO3)	**19.46**	**3373**	**3541**	**3718**	**3904**	**4100**	**4304**
Records/Evidence Tech	**17.65**	**3060**	**3212**	**3373**	**3541**	**3718**	**3904**
Police Officer (PO1)	**24.10**	**4178**	**4387**	**4606**	**4838**	**5079**	**5334**
Police Officer (PO2)	**25.31**	**4387**	**4606**	**4838**	**5079**	**5334**	**5600**
Police Officer (PO3)	**26.57**	**4606**	**4838**	**5079**	**5334**	**5600**	**5880**