POLICE

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF CENTRAL POINT

and

TEAMSTERS

LOCAL UNION #223

Police

July 1, 2013 – June 30, 2016

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AGREEMENT BETWEEN
CITY OF CENTRAL POINT, OREGON
AND
TEAMSTERS LOCAL UNION NO. 223

PREAMBLE

This Agreement Between the City of Central Point, Oregon, hereinafter called the "City;" and Teamsters Local Union No. 223, International Brotherhood of Teamsters, Portland, Oregon, hereinafter called the "Union,", is made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit. The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE I – RECOGNITION

1.1 Recognition. The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of establishing hours, wages and conditions of employment which constitute "employment relations" as defined by Oregon Law. For the purpose of this Agreement, an "employee" shall be any employee in the bargaining unit established by the Oregon Employment Relations Board and as defined in 1.2 below.

1.2 Bargaining Unit Classifications. The bargaining unit covers the classifications of Master Police Officer, Police Officer, Community Services Officer, and Police Support Specialist.

1.3 Exclusions. Managerial, supervisory, FLSA exempt, Temporary, and Part-time without Benefits employees shall be specifically excluded from the bargaining unit. For the purpose of this Agreement, a temporary employee shall be defined as an employee hired for a work assignment lasting less than 180 calendar days in any 12 month period, or for a work assignment for which the specific purpose is to fill a temporary vacancy created by a regular bargaining unit employee who is on approved leave, as provided for in this Agreement, lasting more than 180 calendar days but not to exceed 12 months. A "part-time without benefits" employee shall be defined as an employee scheduled to work less than 80 hours in a calendar month, regardless of the duration of the assignment.

1.4 New Classifications. If a new classification is added to the bargaining unit, the Union shall be provided with the written job description thereof and the City's proposed rate of pay. That rate shall become permanent unless the Union files a written notice of its desire to negotiate the permanent rate within ten (10) calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Union, the parties shall begin negotiations within fifteen (15) calendar days.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Management Rights. The City retains all the customary, usual and exclusive rights, decision-making 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 rights of employees in the bargaining unit and the Union are limited to those specifically set forth in the Agreement; and the City retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision-making with regard thereto any subjects covered by the Terms of this Agreement and closed to further bargaining for the terms hereof, and any subject matter which was or might have been raised in the course of collective bargaining. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

a. To direct and supervise all operations, functions and policies of the Department and the operations, functions and policies of the remainder of the City as they may affect employees in the bargaining unit.

b. To close or liquidate an office, branch, department, operation or facilities, or combine facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, departments, operations, or facilities for budgetary or other reasons.

c. To determine the need for and method of a reduction or an increase in the work force and the implementation of any decision with regard thereto.

d. To establish, revise and implement standards for hiring, classification, promotion, evaluation, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, existing or future, oral or written.

e. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

f. To assign and distribute work.

g. To assign shifts, workdays, hours of work, overtime and work locations.

h. To designate and to assign all work duties.

i. To introduce new and revise existing duties within the unit.

j. To determine the need for and the qualifications of new employees, transfers and promotions.

k. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the City.

ARTICLE III - MAINTENANCE OF STANDARDS

3.1 Maintenance of Standards. All rights, privileges and working conditions enjoyed by members at the time of this Agreement, have been codified and included in this Agreement. Any such privileges or working conditions not codified in this Agreement but which constitute employment relations as defined in ORS 243.650 (7), shall remain unchanged and unaffected during the term of this Agreement except that such conditions and/or privileges may be changed with advance notice to the Union.

ARTICLE IV - UNION SECURITY

4.1 Checkoff. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of dues for membership in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues and initiation fees from the employee's pay check(s) each month. The amounts deducted shall be transmitted to the Union no later than the last day of the month in which the amounts are deducted. It shall be the responsibility of the Union to notify Payroll of the correct amount of dues to be deducted.

4.2 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in the same amounts as provided for regular Union dues. This section shall be referred to as the "Fair Share" Agreement and the City shall deduct from the first pay check of each employee, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

4.3 Religious Objection. An employee who is a member of a church or a religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The City shall deduct from the first pay check of the employee, each month, the payments to such charitable organization and remit the same to the charitable organization within ten (10) days after the deduction is made. Upon request, the City shall supply proof to the Union, each month, that this has been done.

4.4 Hold Harmless. The Union agrees to indemnify and hold harmless the City and its agents for any loss or damage arising from the deductions in 4.1, 4.2 and 4.3. No claims shall be filed by employees or the Union for such deductions made or not made.

4.5 New Hires. The City agrees to provide the Union written notification of new bargaining unit members within one (1) calendar month of their date of employment. Such written notice shall be sent to the official Union address that has been provided to the City Human Resources Director. Such written notice shall contain the employee's name, job title, date of hire, and the mailing address provided by the employee.

4.6 Bulletin Board. The City agrees to allow suitable wall space at a mutually agreed upon place in the Police Department, not to exceed 2' X 3', for a bulletin board, to be used by the Union for the posting of notices and bulletins relating to the Union. The Union shall limit its posting of Union notices. Such notices shall bear the signature of the authorizing Union official. The bulletin board shall be used only for the

following Union notices and bulletins:

a. Recreation and social affairs of the Union
b. Union meetings
c. Union elections
d. Reports
e. Rulings or policies of the Union
f. Non-derogatory communications from the Union to the bargaining unit

Any notices posted outside these guidelines may be ordered removed by the City.

4.7 Right of Access. Upon request, the Union Representative (Teamsters Business Agent) may be granted access to non-working areas to meet with off-duty members of the bargaining unit.

4.8 City Facilities. The Union will be accorded the use of City facilities for bargaining unit meetings in accordance with City policy for other special interest groups.

ARTICLE V - UNION BUSINESS

5.1 Union Business. Union business, except for the filing of grievances, shall be conducted during non-work hours. Work time spent on a grievance by the grievant shall not be unreasonable, as determined by the City. If the City requests a grievant's representative to meet on a pending grievance while the grievant's representative is on duty, the grievant's representative shall not suffer a reduction in regular compensation, nor be entitled to overtime for any time spent in such meeting. In addition, the City agrees to allow a Union steward time off without pay for the purpose of handling, investigating and processing grievances. A maximum aggregate of two hours total per month for grievance representation will be allowed. The City's approval must be obtained before taking time off, but such approval will not be unreasonably withheld.

5.2 Union Representation. The Union shall at all times keep the City informed, in writing, of the names of its current local officers, stewards, and negotiators. Such written notice shall be provided to the City and updated as necessary.

5.3 Collective Bargaining. Collective bargaining between the City and the Union shall be scheduled at mutually agreed upon times, generally during normal business hours (M-F 8-5), provided that such times do not unnecessarily interfere with professional duties. Upon advance request, the City will grant time off without loss of pay for not more than three (3) employees to engage in collective bargaining. It is agreed that time spent by Union members in actual bargaining shall not result in a loss of pay, nor shall Union bargaining team members receive any additional compensation directly from the City if the bargaining meetings are conducted outside of the Union member's regularly scheduled work hours.

ARTICLE VI - NON-DISCRIMINATION

6.1 Gender. All references to employees in this Agreement designate both sexes, and, while every attempt has been made to include generic pronouns or both genders, whenever either the male or female gender is used, it shall be construed to include both male and female employees.

6.2 Application of Agreement. The provisions of the Agreement shall be applied to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, religion, any other protected status, union affiliation or political affiliation.

ARTICLE VII - PERSONNEL FILE

7.1 Maintenance of Personnel Files. The City agrees to separately maintain personnel and confidential/medical files and records in accordance with state and federal laws. The City agrees to maintain confidential medical information in accordance with the Americans with Disabilities Act (ADA) and Health Insurance Portability and Accountability Act (HIPAA) and agrees to maintain any other confidential information as required by any other statute requiring maintenance of confidential information.

7.2 Disclosure of Information. Excluding internal personnel administration, material in an employee's personnel file shall only be disclosed as allowed or required by state and federal law or as authorized by the employee.

7.3 Viewing of Files. Each employee shall have the right, upon request, to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of employment with the City.

7.4 Representation. A representative chosen by the employee may, upon the employee's written authorization, review an employee's personnel file and/or accompany the employee in this review.

7.5 Employee Signature and Response. Each employee shall have the opportunity to read any written material of a derogatory nature that is placed in his/her personnel file. Disciplinary notices, performance appraisals, or other similar material that, once included in the employee's personnel file, is likely to have an adverse effect on an employee's reputation or employment status shall be acknowledged, signed and dated by the employee within 14 calendar days of the employee receiving the document. All materials addressed in this Section and requiring the employee's signature shall bear a statement stating, in effect, that signing acknowledges receipt of the document but does not necessarily indicate agreement. For 30 calendar days after the employee has signed acknowledging receipt of the document(s), the employee reserves the right to include in the file a written response to such material, and this response shall be attached to the material in question and become a part of the employee's file. If an employee refuses to acknowledge the document by signing as instructed, the City shall make a note on the document to the effect that the employee refused to sign and place the document in the personnel file. By refusing to acknowledge receipt of the document, the employee shall waive any right to provide a written response or request the document be removed in the future pursuant to 7.6.

7.6 Adding and Removing Documents. Except as otherwise waived in 7.5, an employee shall have the right to include in their personnel file any material or information considered relevant to that employee's employment with the City.

Employees may request that written reprimands over two years old be removed from their file. Such request must be made, in writing, to the Chief and shall include the specific document(s) the employee is requesting be removed, and the reason(s) why the employee believes the document(s) should be removed. The Chief shall investigate and respond to such requests. Written reprimands shall not be removed from the employee's

personnel file if less than two full years has not passed since the acknowledgement date on the document, other disciplinary action displaying an ongoing pattern of behavior has been imposed during that period, or the reprimand is for an act of workplace violence, harassment, or discrimination. Any documents removed pursuant to this section shall be retained in a separate file, if necessary, to comply with records retention requirements under ORS 166-200-0090.

ARTICLE VIII - PROBATION

8.1 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period. Sworn employees shall serve a probationary period that starts the date of hire and extends for 12 months beyond successful completion of the Department's field training program. Non-sworn employees shall serve a probationary period of twelve (12) months from the date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason.

8.2 Promotional Probationary Period. Employees promoted to a higher classification within the bargaining unit shall serve a promotional probationary period of twelve (12) months. The Union recognizes the right of the City to demote an employee on promotional probationary status to his/her previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure and such demotion shall not be considered a disciplinary action. An employee demoted during a promotional probationary period shall be placed on the pay scale at the classification and step the employee was at prior to the promotion, except that any length of service increases the employee would have received had they not been promoted shall be granted to the employee on return to their previous position.

8.3 Scheduling of Probationary Employees. Employees serving a probationary or promotional probationary period may be assigned shifts, starting times and days off at the discretion of the City. Scheduling of promotional probationary employees, at the City's discretion, shall be limited to the first six months of the promotional probationary period.

ARTICLE IX- SENIORITY

9.1 Definition. Only regular, non -probationary employees shall have seniority. Seniority shall be attained after completion of the probationary period as set forth in 8.1 and shall thereafter be established as follows: the employee's length of continuous service in the employee's job classification shall be referred to as "job classification seniority" and continuous service from the last date of hire within the bargaining unit shall be referred to as "bargaining unit seniority." All seniority shall be terminated if the employee:

1. Quits
2. Is discharged
3. Is laid off and fails to respond to written notice as provided in Section 10.2
4. Is laid off for a period of time greater than twenty four (24) months, or a period of time equal to his/her bargaining unit seniority, whichever is shorter
5. Accepts a position outside of the bargaining unit, except as provided for in Section 9.4
6. Fails to report to work at the termination of an extended leave of absence
7. While on leave of absence accepts employment without permission
8. Is retired

9.2 Seniority List. The City will provide to the Union updated seniority lists upon request. One list shall be "bargaining unit seniority" and include all bargaining unit members by date of hire and one list shall be "job classification seniority" and include all bargaining unit members by position by date of hire into their current position.

9.3 Application. Seniority shall apply in layoff and recall, shift bidding, and vacation. Application in layoff and recall, and shift bidding will be as follows. Vacation request bidding shall be subject to Section 17.3.

9.3.1 Layoff and Recall. If employees in the same classification are being considered for layoff or recall, job classification seniority shall govern. Probationary employees are not eligible for layoff status and will be released from employment before non-probationary bargaining unit employees are considered for layoff. Employees in higher classifications may bump down into a lower job classification within the same bargaining unit based upon their total bargaining unit seniority. Employees who have received notice of layoff shall have the right to bump to a lower or lateral classification in the same bargaining unit, provided that the bumping employee possesses the necessary qualifications, knowledge, skill and ability to perform the work within the classification. An employee exercising the right to bump shall displace the employee in the classification with the least amount of bargaining unit seniority. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period, at which time their pay rate shall be adjusted to the step in the new classification range closest to, but not more than, their former pay rate.

Employees returning to the bargaining unit following recall from layoff shall have vacation selection determined on the basis of total bargaining unit seniority for the first calendar year following their return. Thereafter, vacation selection shall be determined on the basis of job classification seniority.

9.3.2 Shift Bidding. Shift selection shall be by job classification seniority with each Police Officer and Master Police Officer having to bid/work at least one day shift and one night shift per year. Day shift shall refer to a work shift that begins between 3:01 am and 3:30 pm and night shift shall refer to a work shift that begins between 3:01 pm and 3:00 am. Except as provided for in Section 8.3, probationary police employees may be assigned work shifts, work schedules, starting times and days off at the discretion of the City. To the extent possible, shift bidding will occur in the month of November for three (3) four-month rotations during the following calendar year.

9.4 Seniority Grace Period. If an employee takes a position with the City outside of the bargaining unit, and has a minimum of two years of service in the bargaining unit, that employee's seniority, for the purposes of shift bidding and vacation selection only, will be reinstated upon a subsequent return to the bargaining unit except that, for each month spent outside the bargaining unit, one month will be deducted from the employee's previously-earned seniority. This provision shall only apply to employees who remain continuously employed by the City.

ARTICLE X - LAYOFF AND RECALL

10.1 Eligibility for Layoff Status. Only regular employees who have completed their probationary period shall be eligible for layoff status. Probationary employees shall not be eligible for Layoff and Recall and will be released prior to non-probationary employees. Layoff status shall last a maximum of twenty-four (24) months from the date of layoff.

10.2 Recall From Layoff. Notice to an employee of recall shall be made by certified mail sent to the last mailing address provided to the City by the employee. The employee shall have thirty (30) calendar days to return to work from the date of receipt of mail notifying the employee of recall from layoff status, or the employee will forfeit all seniority and his/her layoff status.

ARTICLE XI - HOURS OF WORK AND OVERTIME

11.1 Work Week. The work week shall consist of a seven day work schedule with five consecutive 8-hour days followed by two consecutive days off, or, at the discretion of the City, four consecutive 10-hour days followed by three consecutive days off. The seven (7) day work schedule will begin at the start of the employee's first day of work and end 168 hours later.

11.2 Workday. The workday shall consist of an 8-hour day or a 10-hour day within a 24-hour period including rest breaks, briefing and training periods. The 24-hour period will begin at the start of the employee's workday and end 24 hours later. Employees shall not be scheduled to work with less than 8 hours between shifts unless an emergency exists.

11.3 Other Work Schedules. The Union and the City may, by mutual agreement, employ any other work schedule, either temporarily or permanently, which may be adopted for the entire Police Department, or any job classification within. Such schedule may involve adoption of a "7k exemption."

11.4 Schedule Changes. Notwithstanding 8.3 and 9.3.2, substantive changes to the work schedule shall require 60 days advance notice. To the extent possible, employees shall be given at least seven calendar days' advance notice of any temporary changes to the work schedule, work shift, starting time, or scheduled days off. Probationary employees may be assigned work shifts, work schedules, starting times and days off at the discretion of the City.

Employees who are assigned to light duty or placed on administrative leave may, with reasonable notice, be placed on an alternative work schedule at the discretion of the city.

11.5 Work Shift. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times that are the same each workday.

> 11.5.1 Shift Trades. Non-probationary employees may agree in writing, solely at their option and with the approval of the City, to substitute for one another during scheduled work hours in performance of work in the same capacity. The City shall have no obligation to keep a record of the hours of substitute work nor ensure that the trade is reciprocated. The hours shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled

to overtime compensation. Each employee will be credited as if that employee worked his normal work schedule for that shift.

11.6 Overtime. All overtime must be approved in advance.

11.6.1 Non-Sworn Positions. Overtime shall be paid to non-sworn bargaining unit members for all hours worked in excess of 40 hours during the basic work week or in excess of a regular scheduled workday as defined in 11.1 and 11.2.

11.6.2 Sworn Positions. Sworn employees shall receive overtime compensation when required to work in excess of the normal workday, working a scheduled day off, except when the work on a scheduled day off is the result of an employee-requested shift trade, or working more than the allowable hours in a work period under the FLSA "7k exemption" (i.e., more than 86 hours in a 14-day work period or 171 hours in a 28-day work period). Overtime shall be paid at a rate of one and one half times the employee's pay rate in accordance with applicable state and federal laws.

11.7 Compensatory Time. An employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any overtime worked, provided the employee has not reached the maximum accrual amount. Comp-time shall accrue at a rate of one and one half times the overtime hours actually worked, to a maximum comp-time accrual of 80 hours. Accrual balances shall reflect the number of hours available to the employee. At the City's option, at the end of the fiscal year, or prior to an employee changing job classifications, comp-time balances may be paid off, at the employee's straight-time hourly rate. Comp-time shall be taken off at times mutually agreed upon, subject to the operating needs of the department, and scheduled off in the same manner as vacation and holiday time.

11.8 Call Back. Employees called back to work, or for scheduled Court time, shall receive overtime pay for the time for which they are called back. If called back, the employee shall be credited with not less than two (2) hours on a scheduled work day and four (4) hours on a scheduled day off. Call back time resulting in overtime as defined in Article 11.6 shall be compensated at time and one-half and may be compensated as overtime pay or comp-time in lieu of overtime pay. This section does not apply to scheduled overtime, or time annexed at the beginning or end of the work shift. If, at the end of the shift, an employee has departed the City's premises for less than one hour before being called back, the time shall be considered hold over time, and shall be compensated as overtime in accordance with Article 11.6 and 11.7, but not considered call back time.

11.9 Court Scheduled Between Night Shifts. In the event a sworn police officer who is scheduled to work two consecutive night shifts actually worked the first night shift and is subpoenaed to be in court for work-related reasons between the end of the first night shift and the start of the second night shift, the following shall occur:

a. If the total hours actually spent in court are less than 6, or the officer uses paid leave to take the second night shift off, the time actually spent in court will be computed as overtime per section 11.6.

b. If the total hours actually spent in court are 6 or more, the employee will be given the scheduled night shift immediately following the court appearance off. The employee will not receive additional pay for the hours worked between the night shifts, but will be paid as if s/he worked their regularly scheduled second night shift.

11.10 Rest Periods.

11.10.1 Non-Sworn Positions. A paid rest period of 15 minutes shall be permitted for non-sworn personnel during each half shift (one break for each four-hour segment) which shall be scheduled by the City in accordance with the operating requirements of each employee's duties, and needs of the City. Employees may, with supervisor approval, schedule their rest periods consecutively with their meal period.

11.10.2 Sworn Positions. Sworn police officers working an 8, 10 or 12 hour work schedule shall be permitted a paid rest period of 15 minutes during each four-hour segment of their work shift, to the extent consistent with public safety considerations and the operational requirements of the City.

11.11 Meal Periods.

11.11.1 Non-sworn positions. All non-sworn employees shall be granted an unpaid meal period of at least 30 minutes during each work shift of more than 6 consecutive hours. To the extent consistent with the operational requirements of the City, each meal period shall be scheduled in the middle of the employee's work shift, or as near thereto as possible. Meal periods cannot be taken at the beginning or end of a work day to shorten the workday.

11.11.2 Sworn Positions. Sworn Police officers shall be permitted a paid 30-minute meal period during each scheduled work shift. Sworn employees shall be required to be available to respond to emergency calls for service during their paid meal break; however, to the extent possible, every attempt shall be made to allow an uninterrupted meal break.

11.12 Detective On-Call. Sworn police officers assigned as detectives may be required to respond to after-hours calls. An on call list shall be established to schedule these officers for on call status. The on call rotation schedule shall be designed such that each detective shall be designated as the on call detective for one-half (½) month. The on call detective shall be required to carry a cell phone during non-work hours for the duration of on call status for the purpose of being called to work during such non work times. The on call detective shall be required to remain within a 30-minute response time to the Central Point Police Department and shall remain intoxicant-free for the duration of the on call period.

Detectives assigned on call status shall be allowed to trade on call assignments with prior approval of the Operations Commander. It is the responsibility of the detectives to ensure that the necessary personnel are made aware of any changes to the on call schedule. In the event the scheduled on call detective is unable to respond to call outs for any reason, the detective shall be required to notify the Operations Commander in order to be relieved of on call duty. In the event that no detective is available to be on call, the City may, in its sole discretion, direct a member of the police command staff to be on call.

11.12.1 On-Call Compensation. An employee required to respond to an after-hours callout while on call shall be compensated in accordance with Article 11.8, Call Back. In addition to any compensation for actual hours worked in response to calls while on call, an employee shall receive $300.00 for each one-half (½) month rotation of on call status. At the employee's option, and provided the employee is not at or near the maximum accrual of comp-time, vacation and/or holiday bank hours, the employee may elect to receive 10 hours of time off in lieu of on-call pay. It shall be the responsibility of the on

call detectives to trade or adjust shifts as necessary. No adjustment to compensation shall be made for such adjustments.

An employee who is receiving on-call compensation under Section 11.12 above prior to ratification of this agreement shall receive on-call compensation at a rate of their hourly pay rate times 10 hours for each ½ month of on call rotation.

ARTICLE XII – COMPENSATION

12.1 Pay Schedule. Appendix A, attached hereto, and by this reference incorporated into and made part of this Agreement, shall become the effective pay schedule as indicated thereon through June 30, 2016.

12.1.1 Base Pay. Base pay shall refer to the dollar amount referenced on the pay schedule.

12.1.2 Pay Rate. Pay rate shall refer to the base pay plus any incentives or assignment pay.

12.2 Pay Periods. Employees shall be paid on the regularly established pay dates each month. Pay days shall be the last working day prior to the established pay dates, when those days fall on a weekend or holiday.

12.3 Steps. The letters A, B, C, D, E denote the steps in the pay range. The entrance step shall be A, except by special approval of the City Manager. Advancement to Step B shall be made upon successful completion of twelve (12) months of the probationary period. Thereafter, eligibility for advancement to a higher step shall require the completion of one year of service in the lower step of the range, AND written recommendation and authorization from the Chief.

12.3.1 Step F. Effective July 1, 2014, the pay scale in Appendix A will be revised to add a Step F. The amount designated for Step F shall be 5% more than Step E.

An employee shall not be eligible for Step F pay as a result of a change in job classification in 12.4, however, if the job change results in a move to Step E in the new classification, the employee will be eligible for Step F, upon recommendation of the Chief, after one year in the new classification.

12.4 Changes in Position and/or Grade. When an employee changes classification resulting in a move to a higher or lower grade, changes in pay shall be as follows:

12.4.1 Change to a Higher Grade. When an employee moves to a job classification in a higher grade, the employee shall be placed in the new grade at the step closest to, but not less than the employee's previous step. If this results in a move that is less than 5% more than the employee's previous step, the employee shall be moved one additional step. Example: Employee X moves from Grade 145a Step B to Grade 150. Employee X would be placed at Grade 150 Step B because although Grade 150 Step A is more than Grade 145a Step B, it is less than 5% more.

12.4.2 Change to a Lower Grade.

a. Change Due to Employer-Driven Reasons: When an employee's job classification changes to a lower grade due to an employer-driven reason such as reorganization or restructuring of the

position, the employee shall be placed in the new grade at the step closest to, but not more than, the employee's previous step's amount, and "frozen" at their pay rate at the time of the change until such time as the pay scale amount "catches up to" the "frozen" pay rate. If, after two years, if the pay scale amount has not "caught up to" the "frozen" pay rate, the City may adjust the employee's pay down to the base pay on the current pay scale commensurate with the employee's position and then add any incentive or assignment pay to set the new pay rate.

b. Change Due to Employee-Driven or Employee-Related Reasons: When an employee's job classification changes to a lower grade due to an employee-driven or employee-related reason such as: transfer at the request of the employee; transfer as a reasonable accommodation under the ADA; disciplinary demotion (for conduct or performance reasons); restructuring of a job in conjunction with performance management efforts (i.e., removal of substantive job duties to accommodate or adjust for an employee's deficiencies or limited capabilities); a job transfer based on poor performance or discipline; or demotion resulting from failure to achieve a transfer or promotion if the option of remaining in the current position is not available, the employee's base pay shall be set at the new grade at the step closest to, but not more than, the employee's previous step's amount. Any incentives or assignment pay shall be added to the new base pay and the employee's pay rate shall be adjusted to the lower rate on the first day of the first full pay period following the effective date of the job change.

Section 12.4, 12.4.1 and 12.4.2(a) and (b) shall not apply to bargaining unit employees who were "frozen" prior to July 1, 2013. Employees who were "frozen" as of July 1, 2013 shall remain "frozen" at their pay rate in effect on June 30, 2013, and shall remain "frozen" at that pay rate until such time as they change to a different position, or placement on the current, effective pay scale would result in an increase over the "frozen" pay amount.

12.5 PERS Contribution. The City will continue to participate in the Oregon Public Employees Retirement System (PERS) or its successor as determined by the State of Oregon for the life of this Agreement. The employee's six percent (6%) contribution shall be paid by the City. If the employee's contribution increases during the life of this Agreement, the parties agree to reopen this Section of the Agreement and bargain the change.

12.6 Deferred Compensation. Employees shall be allowed to participate, through payroll deductions, in the deferred compensation program offered through the City.

ARTICLE XIII - INCENTIVE PAY

13.1 DPSST Certification. Sworn bargaining unit employees shall be eligible for incentive pay for DPSST certification. DPSST Certification incentive pay shall be paid as a dollar amount added to the base pay with $145 per month additional pay for a DPSST Intermediate Certificate. This incentive shall be increased to a total of $290 per month additional pay for a DPSST Advanced Certificate. Certification incentive pay shall be paid at one level or the other, not a combination of both. Certifications will be effective as of the date on the printed certificate, or on the date the certificate is received in Human Resources if the date on the certificate is prior to eligibility for certification or more than 30 days separates the date on the certificate and the date received in HR. Certification pay shall begin on the first day of the first full pay period following the effective date of the certification.

13.2 Educational Incentive. Bargaining unit employees shall receive additional compensation added to the base pay for college degrees earned from a regionally accredited institution, as specified in the table below. An official transcript verifying the degree must be provided before educational incentive pay will be granted. Incentive pay for education shall be limited to possession of the degree. Education incentive shall be paid for only one degree at any given time, regardless of how many degrees an employee possesses. Payment for possession of such degree shall begin on the first day of the first full pay period following the date the degree was conferred as specified on the official transcript, or the date the official transcript is received in Human Resources if the date on the transcript is prior to eligibility for degree pay or more than 60 days separates the date on the transcript and the date received in HR.

Associate's Degree	$150 per month
Bachelor's Degree	$300 per month
Master's Degree	$450 per month

13.3 Bilingual/Sign Language Pay. Employees who are determined to be fluent in speaking Spanish or competent in sign language, as certified by an instructor approved by the City, shall receive an additional $150 per month added to the base pay. Employees qualifying for bilingual/sign language pay must provide certification to Human Resources annually, in writing, in order to continue receiving the incentive. Failure to provide written certification prior to the expiration of one year from the date of initial certification shall result in forfeiture of the incentive until such certification is provided. If certification is provided following a lapse in time, the incentive shall resume on the next paycheck after receipt of certification, provided such certification is received prior to the last working day of the pay period prior to the next pay date.

13.4 Calculation of Incentive Pay. Certification, education, and bilingual incentive pay shall be added to the employee's base pay. Incentive pay shall be added to the base prior to assignment pay being calculated. For example, if an employee receives incentive pay for Intermediate certification and assignment pay for field training officer, the employee's base pay would be increased by the appropriate amount for incentive pay and then multiplied by the appropriate assignment pay multiplier.

ARTICLE XIV – SPECIAL ASSIGNMENTS and COLLATERAL DUTIES

14.1 Special Assignments. Special assignments are formed as required to meet the evolving operational objectives of the department, and to advance professional growth through a diversity of assignments. The participation of department personnel in special assignments shall be based on demonstrated ability and suitability as measured by past and ongoing performance evaluations and needs of the department, with the fundamental objective being to select and retain the most capable personnel for these positions. Special assignments are not tenured and all discretionary management rights as defined in this Agreement shall apply.

Special assignments and collateral duties may include, but are not limited to nor required to be established: Detective, School Resource Officer (SRO), Bike Team officer, DARE officer, Range Master, Survival Skills Instructor, Volunteer Advisor, Explorer Advisor, and Field Training Officer. These are special duty assignments, not separate positions within the bargaining unit. Additional compensation for special assignments and collateral duties shall be as set forth in this article, and limited to only the assignments and collateral duties specified below.

14.2 Detective. Police officers assigned to the role of detective shall have five percent (5%) added to their pay rate for the duration of the assignment.

14.3 School Resource Officer. Police officers assigned to the role of school resource officer shall have five percent (5%) added to their pay rate for the duration of the assignment.

14.4 Field Training Officer. Police officers, including those assigned to Detective or School Resource Officer, expressly assigned by the city as a Field Training Officer shall receive an additional five percent (5%) on their pay rate for all hours actually served in the full capacity as a Field Training Officer. FTO assignment pay shall not be granted for less than 30 minute intervals. In no event shall an employee receive FTO pay during any period in which no trainee is assigned to that officer, nor shall more than one officer receive FTO pay for training the same trainee at any given time. It is understood that the Field Training Officer responsibility is incorporated within the job duties of Master Police Officer and, therefore, this Section does not apply to Master Police Officers.

14.5 Acting in Capacity. When a bargaining unit employee serves in the capacity of another employee on a short-term basis, the employee shall be deemed as "Acting in Capacity" and paid as follows:

14.5.1 Officer in Charge. For every hour or portion thereof, but in not less than quarter-hour segments, when a police officer serves in the capacity of Officer in Charge in the absence of the duty Lieutenant or Master Police Officer, and with the express authorization of the Chief of Police, Captain, or authorized designee thereof, the officer shall receive five percent (5%) additional compensation on their pay rate for such time as s/he actually serves as the Officer in Charge. The pay rate shall be calculated as follows: the (acting) officer's hourly base pay according to the current pay scale, plus any incentive pay, plus any assignment pay multipliers, multiplied by five percent (5%). This section does not apply to Master Police Officers.

14.5.2 Interim Status. When a bargaining unit employee fully takes on the duties of another employee in place of their own job duties for a period of time in excess of one (1) work week, that employee shall be compensated at the pay grade of the interim position, placed at the lowest step in that grade that is not less than five percent (5%) more than the employee's current grade and step.

14.6 Calculation of Assignment Pay. Assignment Pay as set forth in this section shall be added to the employee's base pay after any incentive pay is added. For example, if an employee receives incentive pay and assignment pay, the employee's base pay would be increased by the appropriate amount for incentive pay and then multiplied by the appropriate assignment pay multiplier. Assignment pay shall normally not compound or pyramid except that an employee assigned as a Detective or SRO may receive other assignment pay if the assignment occurs concurrently with the assignment as Detective or SRO.

ARTICLE XV - UNIFORMS

15.1 Uniforms. Uniforms, including approved footwear (as needed) and other protective clothing or safety wear, including duty belts and associated equipment, and weapons required for a police officer by law or by the City or required for other bargaining unit members by law or by the City, shall be provided by the City. Employees thus provided shall wear such uniforms, protective clothing, equipment, and safety wear in the manner required by law or by the City. No employee shall wear or use any such uniform, footwear, protective clothing or safety wear provided by the City save and except on the job.

15.2 Uniform Cleaning. Uniform cleaning will be provided by the City in a manner such that employees shall have sufficiently clean uniform clothing to wear, normally one uniform per work week. It is the responsibility of the employee to submit uniforms for cleaning as necessary, and to maintain footwear, duty belts and associated equipment, and weapons in a safe and professional manner in accordance with department standards. Employees are expected to display a clean, neat, and professional appearance. This Section applies only to City-issued uniforms or approved clothing for plain clothes officers referenced in 15.3.

15.3 Clothing Allowance. Sworn bargaining unit employees assigned to plain clothes detective duty shall receive reimbursement for up to $750 upon initial assignment to plain clothes duty. For each subsequent year of plain clothes duty assignment, the employee shall receive up to $600 per year for a clothing allowance. An employee must be assigned to plain clothes duty for a minimum of three months to qualify for the allowance. For assignments scheduled to last more than three consecutive months, the clothing allowance shall be paid upon presentation of receipts for approved clothing. In the event the plain clothes assignment is expected to last more than three months but less than one full year, the amount of the clothing allowance shall be prorated. Clothing must be appropriate for the assignment and meet Department standards. The uniform cleaning provision in 15.2 shall apply to applicable duty-related clothing of employees covered by this section of the Agreement but shall not include items that can be cleaned using a household clothes washer. Cleaning under this section shall be limited to applicable clothing that needs cleaned because of work-related use, and shall not be excessive.

ARTICLE XVI - EXPENSE REIMBURSEMENT

16.1 Educational Reimbursement. The City will reimburse an employee for 50% of tuition paid by the employee for college courses provided that:

a. Funds for such expenditures are considered by the Chief to be available in the current budget;
b. The employee has made written application for approval of the course and tuition reimbursement to the department head at least ten (10) days prior to the registration for such course and the request is approved, in advance, by the Chief;
c. The employee does not receive reimbursement for tuition from any other source;
d. The course is through a regionally accredited institution of higher education;
e. The coursework and course attendance are conducted outside the employee's regular working hours;
f. The employee submits evidence of satisfactory completion of the course with a C or better passing grade.

16.2 Travel Expenses. When an employee is required or otherwise authorized to travel outside the County on City business, reimbursement for expenses incurred shall be determined in accordance with City policy except as follows.

a. Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the department head.

b. Travel on official business outside the City by a single individual shall normally be via public carrier or City-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the current IRS rate. This rate is all inclusive and covers all travel expenses including vehicle, fuel, parking, insurance and maintenance expenses of the vehicle.

c. If more than one City employee is traveling to the same location, the most economical mode of travel should be used, including ride sharing and vehicle rental.

16.2.1 Meals. Payment of meals eaten while on official trips shall be limited to the amount of actual and reasonable expense incurred during the performance of duty as a City employee for the City's benefit. Authorized meals during approved travel shall be purchased using the City-issued purchasing card whenever possible. The following rates will be considered maximum amounts for travel expenses unless specifically authorized by the Department Head:

Breakfast	$10.00
Lunch	$13.00
Dinner	$21.00

The total allowable amount for three meals in any one day will be $44.00. If an employee's approved travel involves more than one meal due to the actual length of the trip, the employee can spend up to the authorized combined total amount for those meals, at their discretion, as long as the total expense for the allowable meals does not exceed the aggregate amount allowed for those meals.

Meals included in the cost of lodging (i.e., breakfast), or included in the cost of event registration, shall not be compensated for twice. Employees electing to not participate in such included meals shall be personally responsible for any additional meal expenses. Snacks or "coffee breaks" in addition to meals are not normally considered meals under this section.

16.2.2 Lodging. Employees traveling in accordance with this Section shall be approved for reasonable actual costs for lodging.

16.2.3 Use of Purchasing Card. Employees shall use their city-issued purchasing card to pay for approved travel expenses including lodging, airfare or rental vehicle, and authorized meals. Itemized receipts accounting for all purchasing card transactions shall be submitted in a timely manner.

16.3 Fitness. The City will reimburse employees up to twenty-five dollars ($25.00) per month toward membership in a recognized fitness club. Employees will be reimbursed through payroll provided they submit itemized receipts for club membership within 6 months.

16.4 Taxation. All reimbursements are subject to being taxed in accordance with IRS code. If an employee uses a purchasing card for travel-related meals that are taxable, the employee must submit copies of purchasing card receipts with their timesheet.

ARTICLE XVII – VACATION

17.1 Accrual. Paid vacation leave shall accrue on the following basis for full time employees:

Service Time	Monthly Accrual	Annual Accrual	Maximum Accrual
0 – 5 Years	6⅔ Hours	80 Hours	160 hours
5 – 10 Years	10 Hours	120 Hours	240 hours
10 – 15 Years	13⅓ Hours	160 Hours	320 hours
15+ Years	16⅔ Hours	200 Hours	400 hours

a. Vacation leave shall accrue on a monthly basis based upon the employee's date of hire.

b. New, probationary employees shall not be eligible to use vacation leave until they have completed six (6) full months of employment. If the employee resigns or is terminated during this six month period, no vacation payout will be owed.

c. Vacation leave shall accrue during any paid leave of absence except when the paid leave being used is from the donated sick leave bank.

d. Vacation leave shall accrue to the employee's bank after the hours are worked for the pay period and shall not be available for use until the following pay period.

e. Only vacation hours previously accrued can be used; anticipated accrual hours may be scheduled, but such scheduling of use must be for time after the hours are actually accrued. Negative vacation accrual balances are not allowed.

f. Part-time bargaining unit employees shall accrue vacation leave in direct proportion to full time equivalency. For example, an employee working half time would accrue vacation at 3⅓ hours per month for 0 to 5 years, 5 hours per month for 5 to 10 years, etc.

17.2 Accrual Limitations. The purpose of vacation accrual is to provide employees with paid time away from work and is not intended to accrue to unreasonable levels. Vacation leave may accrue to a maximum of two times the annual accrual amount. Employees are responsible for the management of their leave banks. If an employee's vacation bank balance reaches the maximum accrual cap, the employee shall not accrue any additional vacation leave until such time as the balance is below the cap. The one, and only, exception to the above is when an employee has submitted a proper and timely request to use vacation in an amount of at least one full workday and that request has been approved by an authorized approver, then the approved request is revoked by the Chief or Captain and such revocation causes the employee to lose vacation accrual due to having reached the cap. If the conditions of this exception occur, the employee will be paid for the vacation hours that would otherwise be lost. This provision shall only pertain to the loss of vacation hours due to the cap and shall not be construed as to prevent the City from denying or revoking vacation requests on the basis of operational needs.

17.3 Vacation Selection. Employees shall have the right to determine vacation times, subject to scheduling requirements for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to arrange scheduling so that each employee has an opportunity to, if s/he chooses at some time during the calendar year, to use the full amount of the vacation credit which s/he will accumulate in twelve months of continuous service.

Vacation scheduling selections shall be made on the basis of bargaining unit seniority. However, each employee will be permitted to exercise his/her right of seniority only during the vacation bid process. No

employee will be allowed to use his/her seniority to cancel another employee's scheduled vacation. See Article 9.3.2 Seniority - Vacation and Time Off Bidding.

The City shall post a vacation calendar during the month of December for vacation "bidding" for the following calendar year. The City may designate certain dates as restricted for vacation scheduling for legitimate operational needs. Restricted dates shall be limited to one sworn bargaining unit employee bidding that day off. Bidding will be done by bargaining unit seniority. Each employee, in descending order of seniority, will be allowed to select one continuous vacation period from the available dates on the calendar, not to exceed two work weeks without the approval of the Chief. Once each employee has had the opportunity to make a vacation selection on the basis of seniority, each employee shall have a second opportunity to make vacation selections based on seniority. Once the second round of seniority-based selections are made, all other vacation scheduling shall be without regard to seniority and will be considered on a first-come, first-served basis, in accordance with staffing requirements as determined by the City.

The City will respond to vacation requests after the annual seniority bid process without unreasonable delay, and if submitted at least 14 calendar days in advance, within 10 calendar days of the receipt.

17.4 Termination. Upon termination of employment, an employee shall be paid for all accrued but unused vacation to a maximum of 320 hours.

17.5 Sell Back. Once each fiscal year, an employee may request to sell back to the City up to forty (40) total hours of accrued vacation time or accrued holiday time, or a combination thereof, in excess of eighty (80) vacation hours. Employees choosing to exercise this option must advise the City in writing, through the department manager. The City shall make every effort to distribute the funds within thirty (30) days of the request.

ARTICLE XVIII – HOLIDAYS

18.1 Holidays: Full-time, Non-sworn Employees. Full-time, non-sworn employees shall be entitled to eight hours of time off with pay for the following holidays:

(a) New Year's Day, January 1
(b) Martin Luther King's Birthday, third Monday in January
(c) President's Day, third Monday in February
(d) Memorial Day, last Monday in May
(e) Independence Day, July 4
(f) Labor Day, first Monday in September
(g) Veterans' Day, November 11
(h) Thanksgiving Day, fourth Thursday in November
(i) Day after Thanksgiving Day
(j) Christmas Day, December 25
(k) Day before Christmas, December 24
(l) Two (2)floating holidays

18.1.1 Eligibility. Full-time employees must have worked or have been on paid leave the last work day before and the first work day following a holiday in order to receive holiday pay.

Part-time employees covered by this Agreement shall be entitled to time off with pay for the above holidays and shall be compensated in proportion to the number of hours per month they are normally scheduled to work, regardless of whether or not the part-time employee is scheduled to work the holiday, provided the part-time employee is scheduled to work after the holiday.

18.1.2 Holidays. Holidays which occur during vacation or sick leave shall not be charged against such leave. If a holiday listed in 18.1 falls on a Sunday, the following Monday shall be given as a holiday unless Monday is already a holiday, then the preceding Friday shall be given as the holiday. If a holiday listed in 18.1 falls on a Saturday, the preceding Friday shall be given as the holiday unless Friday is already a holiday, then the following Monday shall be given as the holiday. Holidays must be used on the day established as the City holiday.

18.1.3 Floating Holidays. Floating holidays shall accrue on January 1 and July 1 of each year, provided the employee is actively employed on January 1 or July 1. Floating holidays may not be taken in advance or in anticipation of accrual. Floating holidays must be taken during the calendar in which they are accrued, and they must be used in full day increments and with prior notice to and approval of the department head. Unused floating holidays shall not be paid upon termination. Unused Floating Holidays may be taken between an employee's notice of resignation and the last day worked.

18.2 Holiday Accrual: Full-time, Sworn Personnel. Holiday compensation time may accrue to a maximum of 104 hours. From July 1, 2013 through June 30, 2014, full-time, sworn personnel shall accrue eight and two thirds (8.67) hours of paid leave each calendar month in lieu of holiday compensation. Effective July 1, 2014, full-time, sworn personnel shall no longer accrue holiday time on a monthly basis. Instead, on July 1, 2014 and January 1, 2015, full-time, sworn personnel shall be credited with 52 holiday hours (for a total of 104 hours annually). Credited hours will be prorated for new employees. Effective July 1, 2015, 104 holiday hours will be credited once each year on July 1. Credited hours shall be subject to the 104 hour cap. For example, if an employee has more than 52 hours in their holiday bank as of June 30, 2014, the number of hours to be added to the bank shall be adjusted so that the total is not more than 104 hours.

Holiday leave shall be utilized in accordance with established department procedures on an hour-for-hour basis. An employee on paid leave shall accrue holiday leave time. If an employee's holiday bank reaches 104 hours, no new hours shall accrue until such time as the bank is below 104 hours. Holiday hours in excess of the 104 hour cap shall be forfeited without compensation. The one, and only, exception to this forfeiture of hours is if an employee has made a proper and timely request to take holiday time off and has received approval for such request, then the approved request is subsequently revoked by the Chief or Captain, any hours that would be forfeited due to the revocation shall be compensated at the straight time rate of pay.

Time off requests must be submitted 24 hours in advance. The City will respond to time off requests without unreasonable delay, but in all cases within 10 calendar days of receiving the request.

18.3 Holiday Sell Back. Employees may opt to sell back earned Holiday hours in accordance with Section 17.5.

ARTICLE XIX - SICK LEAVE

19.1 Accrual. Sick leave shall be earned by each full-time employee at the rate of eight (8) hours for each full calendar month of service completed. Part-time employees shall accrue sick leave each month in an amount proportionate (based on hours worked each month) to that which would be accrued under full-time employment. An employee may accrue an unlimited amount of sick leave.

19.2 Utilization. Employees may utilize their allowance of sick leave when unable to perform work duties by reason of illness or injury, serious illness in the immediate family, for emergency personal medical or dental care, exposure to contagious disease under circumstances by which the health of fellow employees or members of the public necessarily dealt with would be endangered by attendance of the employee in the opinion of the City, and under the federal and state Family Medical Leave Acts. Sick leave shall be charged on an hour-for-hour basis. Abuse of sick leave privilege shall be cause for discipline and/or dismissal.

19.3 Notification. An employee who is unable to report to work because of any of the reasons set forth in Section 2 above shall report the reason for his/her absence to the designated department representative as soon as possible and prior to the time s/he is expected to report to work. Sick leave with pay shall not be allowed unless the employee has complied with the posted reporting procedure or made a reasonable attempt to comply. In absences of three days or more, the City may, at its discretion, require the employee to provide a written statement from a physician certifying that the employee's condition prevented him from appearing for work and that the employee is released to return to work without restrictions. The City will establish the procedure for contacting the designated department representative. An employee is required to provide his/her supervisor with sufficient information about his/her absence to allow the supervisor to reasonably determine the need for or applicability to leave under the federal and/or state Family Medical Leave Act(s).

19.4 Sick Leave Compensation. Unused sick leave shall not be compensated for in any way at the time of resignation or dismissal of an employee.

19.5 Leave Without Pay\Layoff. Sick leave shall not accrue during any period of leave of absence without pay, while using donated sick leave, or while on layoff status except as required under state or federal law; however, the returning employee shall have any previously accrued sick leave restored upon return to employment.

19.6 Immediate Family. Except as otherwise permitted under the city's Family Medical Leave and/or Sick Leave Bank policy, "immediate family member" for the purpose of this Article only shall mean spouse, domestic partner, dependent child, father, mother, minor brother, minor sister, and grandparents, other relative living in the employee's household, or other individual for which the employee has a legitimate and ongoing caretaker relationship.

19.7 Integration of Paid Sick Leave With Workers Compensation. When an injury occurs in the course of employment, the City's obligation to pay Sick Leave is limited to the difference between any disability payment or time loss payment received under Workers' Compensation Laws and the employee's gross pay. When sick leave is paid in conjunction with worker's compensation time loss, prorated charges of ⅓ of the employee's regularly scheduled work hours will be made against accrued sick leave. In such instances, Public Employees Retirement System (PERS) benefit will be prorated according to the amount of compensation paid by the City.

19.8 Retirement. Unused sick leave accrual balances will be reported to PERS upon separation from employment. Employees may utilize unused sick leave accrual upon retirement in accordance with any benefits as provided for in PERS and applicable legislation.

ARTICLE XX - LEAVE OF ABSENCE WITH PAY

20.1 Bereavement Leave. In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay not to exceed three (3) calendar days. Upon request, an employee shall be granted additional leave, including use of accrued sick leave. The employee shall make a reasonable effort to notify the Department Head of the need for the leave and/or additional days in advance of the absence. "Immediate family" for the purpose of this section shall include spouse or domestic partner; child, step child, child-in-law, foster child, or person for whom the employee stood in loco parentis; parent, step parent, parent-in-law, foster parent, or person who stood in loco parentis; sibling, step sibling, sibling-in-law, or foster sibling; grandparent, step grandparent, grandparent-in-law, or foster grandparent; or grandchild, step-grandchild, or foster grandchild.

20.2 Funeral Leave. When an employee serves as a pallbearer, or in some other way participates in, as opposed to merely attend, a funeral ceremony, the employee may be granted time off with pay, not to exceed four hours, to perform such duty.

20.3 Civic Responsibility. The City appreciates that City employees are occasionally required to perform civic duties that may interfere with their scheduled work shift. This Section addresses how the performance of civic responsibilities shall affect the employee's work schedule, work cycle, work shift, pay and use of leaves.

20.3.1 Work-Related Court Appearance. Employees required to testify or appear in court in an official capacity and as a part of their job shall be compensated for such court appearances in accordance with Article 11 - Hours of Work and Overtime.

20.3.2 Non Work-Related Court Appearance. When an employee is subpoenaed to testify or appear in court other than in an official capacity and where the employee is not personally involved in the action as the plaintiff, the defendant, the object of the investigation, or for the purpose of providing character testimony for a friend or family member, s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

20.3.3 Jury Duty. When an employee is called for jury duty s/he shall not suffer any loss of his/her regular compensation for performance of such duty that takes place during time the employee is scheduled to work for the City; however, the employee shall be required to transfer any compensation except mileage and meal expenses received from any source other than the City for the performance of such duty on work time. Time not worked because of such duty shall not affect

vacation or sick leave accrual, nor shall the employee be required to use paid leave for such time. This section shall only apply to civic duties performed during time the employee is actually scheduled to be at work on the day the civic obligation takes place.

20.3.4 Civic Duty Between Night Shifts. Employees who are required to appear in court between two consecutively scheduled night shifts for work-related testimony in accordance with 20.3.1 shall be compensated in accordance with Article 11.

Employees who are required to appear between two consecutively scheduled night shifts for non-work-related civic duty as set forth in Section 20.3.2 or 20.3.3 shall have their work shift adjusted as follows:

a. if the total hours actually spent performing civic duties are less than six (6), the employee's work shift the night after such civic duty shall be adjusted on an hour-for-hour basis for the time actually spent on civic duty.

b. if the total hours actually spent performing civic duties are six (6) or more, the employee will be given the night after such civic duty off and shall not suffer any loss of pay or be required to use accrued leave.

20.3.5 Limitations and Expectations. Under no circumstances shall the City be required to pay overtime or grant comp time for civic duty appearances that are not work-related. In the event an employee serves a partial day of civic duty, the employee shall be required to return to work after being released from court, or arrange for use of paid leave in accordance with department policy to compensate for time away from work that is not spent in court. Exceptions may be allowed in such circumstances as when the court appearance is out of the area or the employee is released from their court responsibilities with less than forty-five (45) minutes left in their scheduled work shift.

It shall be the employee's responsibility to notify his/her supervisor of pending court responsibilities as soon as the employee has knowledge of such court duty.

20.4 Military Leave. Military leave of absence shall be granted in accordance with City policy and state and federal Law.

20.5 Conferences/Meetings. Time actually spent in attendance at, or travel to and from conferences, conventions or other work-related meetings that have been approved in advance by the Chief shall be considered work time. An employee may request additional time off, using accrued paid leave, in conjunction with approved work-related travel; however, approval of such requests shall be handled in accordance with department- established requests for time off.

20.5 Leave Accruals While on Paid Leave. Employees on paid leaves of absence shall accrue leaves in accordance with this Agreement and, where by reference, current City policy.

ARTICLE XXI - LEAVE OF ABSENCE WITHOUT PAY

21.1 Family Medical Leave. All police bargaining unit employees shall be covered by current City policy, as well as state and federal law, regarding Family and Medical Leave.

21.2 Military Leave. Military leaves of absence shall be granted in accordance with City policy and state and federal law.

21.3 Other Leave Without Pay. Notwithstanding the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA), a regular, non-probationary employee may be granted a leave of absence without pay for a period not to exceed one (1) month. Requests for leave of absence without pay shall be in writing, shall be directed to Police Chief, and shall contain justification for approval. Approval of such leave requests shall be at the sole discretion of the Police Chief, except that any denial of a request shall not be arbitrary or discriminatory. Not counting any such leave covered under FMLA and USERRA, no employee shall receive more than an aggregate of thirty-one (31) days leave of absence in any three (3)-year period.

21.4 Leave Accrual While on Leave Without Pay. City policy regarding benefits accrual during Leaves of Absence Without Pay shall apply to all employees covered by this Agreement.

ARTICLE XXII - INSURANCE COVERAGE

22.1 Medical, Dental and Vision Insurance. The City shall provide a mutually agreed upon medical, dental and vision insurance package for the employee and their dependents as follows:

1. Medical – substantially similar on the whole to Teamsters G/W Plan
2. Dental – substantially similar on the whole to Teamsters D-6 Plan
3. Vision – substantially similar on the whole to Teamsters V-4 Plan

22.2 Health Insurance Eligibility: An employee, as defined in Article 1 - Recognition, must be on paid status for at least eighty (80) hours in the qualifying month to be covered by the health insurance the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. S/he is then covered for the month of February. An employee terminates January 25 after being on paid status the required 80 hours. S/he then is covered for the month of February. In both cases, if an employee is not on paid status for the required 80 hours in January, s/he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave. Eligibility for insurance coverage shall be consistent with the insurance carrier's eligibility requirements.

It is understood that "cashing out" accrued leave time (vacation, holiday or compensatory time) does not constitute hours worked or compensated hours for the purpose of determining insurance eligibility. A "cash out" is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

22.3 Medical, Dental, and Vision Insurance Premiums. Effective July 1, 2010, the City shall pay ninety (90) percent of the cost of the employee's health insurance premiums with the employee paying the remaining ten (10) percent through payroll deduction.

22.3.1 Payment of Premiums. All health insurance premiums paid by the City on behalf of employees shall only be paid directly to the insurance carrier or third party administrator. No such insurance premiums shall be paid directly to the employee except as otherwise provided for in a separation agreement.

22.3.2 Part-time Employees. Health insurance premium contributions shall be made on a prorated basis for bargaining unit employees qualifying for insurance coverage but working less than full time.

22.4 Section 125. In the event the employee is required to pay a portion of the health insurance contribution in accordance with 22.3, the employer shall institute an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free payroll deduction. Additionally, the employer may, in its discretion, institute an IRS Section 125 Flexible Spending Arrangement plan and make such plan available to all employees on a voluntary basis at any time during the life of this agreement.

22.5 Health Reimbursement Arrangement. The City shall contribute $145 per month to a Health Reimbursement Arrangement through a Voluntary Employees' Beneficiary Association (hereinafter referred to as HRA or HRA VEBA) under Section 501 (c) (9) of the Internal Revenue Code for each full time employee of the bargaining unit. The amount of the HRA contributions for part time employees shall be prorated based on full time equivalency of the employee's position.

22.6 Long Term Disability Insurance. For bargaining unit employees who meet the carrier's eligibility requirements, the City shall pay long term disability insurance premiums for coverage that provides at a minimum, a 66⅔% benefit effective the 91st day of the disability.

22.7 Life Insurance. For bargaining unit employees who meet the carrier's eligibility requirements, the City shall provide a $50,000 term life insurance benefit policy. In addition, to the extent the carrier permits, the City will allow employees to purchase additional life insurance at the employee's expense.

ARTICLE XXIII - WORKER'S COMPENSATION

23.1 Worker's Compensation. The City shall provide worker's compensation coverage for industrial accidents and disease in accordance with state and federal law. Employees are required to abide by all City safety policies and procedures, injury reporting requirements and protocols, and return to work policies and procedures.

ARTICLE XXIV - OUTSIDE EMPLOYMENT

24.1 Outside Employment. No full-time bargaining unit employee shall accept outside employment, whether part-time, temporary or permanent, without prior written approval from the Police Chief. Each change in outside employment shall require separate approval.

24.2 Approval. To be eligible for approval, outside employment must meet the following criteria:

a. Be compatible with the employee's City work;
b. In no way detract from the efficiency of the employee in his/her City work; and
c. In no way conflict with the interest of the City or be a discredit to the City.

24.3 Response. A written response to a request for outside employment approval shall be provided within seven (7) business days of the request. If an employee's request is denied by the Police Chief, the employee may request a review by the City Manager, however, the City Manager's decision shall be final and any denial of such request shall not be subject to the grievance procedure.

ARTICLE XXV - DISCIPLINE AND DISCHARGE

25.1 Discipline. No regular, non-probationary employee shall be disciplined or discharged except for just cause. Discipline for conduct or performance will normally be progressive. However, if a violation of a City policy or work practice is of serious enough nature, an employee may be discharged without prior disciplinary warnings.

Oral warnings, counseling or other oral communication, as well as supervisory entries in "Guardian Tracking" or other similar system, are considered discipline and shall be documented; however, such documentation shall not be considered a written disciplinary action, shall not be subject to the grievance procedure, and such documentation will not be placed in the employee's personnel file.

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

25.3 Probationary Employee. A probationary employee as defined in Section 8.1, shall serve at the pleasure of the City and may be disciplined or discharged for any reason and such discipline or discharge shall not be grievable.

25.4 Grieving Discipline. Disciplinary action, if protested, shall be protested through the grievance procedure, Article 26 - Grievance Procedure. However, oral reprimands, counseling, verbal warnings, other oral communications, or entries in a performance tracking system shall not be subject to the grievance procedure and written reprimands may be processed only to Step 3 of the grievance procedure.

25.5 Union Representation. An employee shall, upon request, be allowed to have a Union representative present at disciplinary meetings.

ARTICLE XXVI - GRIEVANCE PROCEDURE

26.1 Definition. A grievance is defined as a claim by an employee and/or Union that there has been a violation of the bargaining agreement.

26.2 Informal Resolution. When such alleged violations arise, an attempt will be made by the employee and his/her immediate supervisor to settle them informally. A problem which cannot be resolved informally will be processed as a grievance in accordance with Section 26.3.

26.3 Grievance Procedure. Each grievance will be processed in the following manner:

Step I. Within fifteen (15) calendar days after the occurrence of the cause of complaint, the employee and/or the Union will reduce the grievance to writing, stating the reasons therefore, the contract provision violated, the date of the occurrence, and the remedy requested and will present it to the employee's immediate supervisor. Within ten (10) business days after the grievance is submitted to the supervisor, the supervisor will respond in writing. If s/he wishes, the employee involved may be accompanied at any grievance-related meeting by a representative of his/her choice.

Step II. If the grievant is not satisfied with the decision concerning the grievance made by the supervisor, s/he may, within ten (10) business days of receipt of such decision, forward grievance to the Police Chief. Within ten (10) business days following receipt of the grievance, the Chief shall state his/her decision in writing.

Step III. If the grievant is not satisfied with the disposition of the grievance by the Chief, s/he may request, within ten (10) business days of receipt of the Chief's decision, that the City Manager review the decision. Within ten (10) business days, the City Manager shall render his/her decision in writing.

Step IV. If the grievant is not satisfied with the disposition of the grievance by the City Administrator, s/he may request, within ten (10) business days from receipt of the City Manager's decision, that the grievance be brought to arbitration. Such request shall be valid only if supported, in writing, by the Union. If a timely, valid request has been made, the parties shall jointly request from the State Conciliation Service a list of seven (7) arbitrators residing in Oregon who are members of the American Arbitration Association and, beginning with the grieving party/Union, the parties shall alternately strike names. The name remaining shall be the arbitrator. Seven (7) business days shall be allowed for the striking. The parties may, by mutual agreement, request a new panel.

The hearing under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his/her judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on both parties. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) days prior to the date when such grievance shall have first been presented.

26.4 Expenses. Expenses for the arbitrator's services and the proceedings shall be borne equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. In the event the arbitrator finds that s/he has no authority or power to rule in any case, the matter shall be referred back to the parties without decision or

recommendation on the merits of the case.

26.5 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. However, time limits may be extended by mutual consent of both parties. If either party fails to follow such limits, the following shall result:

a If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

b If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

26.6 Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and will not be placed in the personnel file. However, evidence of any discipline imposed and an explanation of the action which resulted in such discipline will be placed in the employee's personnel file.

ARTICLE XXVII - UNPROTECTED STRIKE ACTIVITY AND LOCKOUT

27.1 Lockout. There shall be no lockout of employees by the City as a consequence of any dispute arising during the period of this Agreement.

27.2 Strike. The Union will not initiate or engage in, and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, sick-out or other interruption of work during the term of this Agreement.

27.3 Union Responsibility. Should a strike, slowdown, picketing, boycott or other interruption of work occur, the Union, upon receiving notice of a strike, slowdown, picketing, boycott or other interruption of work which it has not authorized, will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for unauthorized activity of the employees involved.

27.4 Discipline. In the event employee(s) participate in a strike, slowdown, picketing, boycott, sick-out or other interruption of work in violation of this Article, the participating employee(s) shall be subject to disciplinary action which may include discharge.

27.5 Wages and Benefits. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such work interruption.

ARTICLE XXVIII - SAVINGS CLAUSE

28.1 Savings Clause. Should any Article or section thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article or section thereof directly specified in the decision. The remainder of this Agreement shall remain in effect pursuant to the terms of the Duration Article. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE XXIX - DURATION

29.1 Duration. This Agreement shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2016.

ARTICLE XXX - EXECUTION/SIGNATURES

Executed this 29 day of August, 2013 at Central Point, Oregon, by the undersigned officers by authority and behalf of the City of Central Point and Teamsters Local Union No. 223.

TEAMSTERS LOCAL UNION NO. 223

Clayton Banry, Secretary-Treasurer

Brent Jensen, Union Representative

CITY OF CENTRAL POINT, OREGON

Hank Williams, Mayor

Chris Clayton, City Manager

APPENDIX A
POLICE BARGAINING UNIT
PAY SCHEDULE
Monthly rates based on 173.33 hours per month
Effective July 1, 2013

		Steps				
Non-Sworn Positions	**Grade**	**A**	**B**	**C**	**D**	**E**
Police Support Specialist	**P110**	2945	3094	3248	3411	3581
Community Services Officer	**P117**	3126	3282	3446	3619	3800
Sworn Positions						
Police Officer	**P145**	4007	4206	4418	4638	4870
Master Police Officer	**P150**	4431	4653	4886	5130	5386

Effective July 1, 2014: Step F shall be added to the pay scale in accordance with Article 12.3.1.

Effective July 1, 2015: Step A of the salary scale shall be adjusted by a percentage equal to the average annual increase in the U.S. All Cities C.P.I. – U (Jan 2014 – Jan 2015) with a minimum of 0% and a maximum of 4%. Each subsequent step shall be 5% over the lower step (A * 1.05 = B, B * 1.05 = C, etc.).