

AGREEMENT

BETWEEN

THE CITY OF PRINEVILLE, OREGON

and

THE PRINEVILLE POLICE OFFICERS ASSOCIATION

JULY 1, 2013 TO JUNE 30 2017

TABLE OF CONTENTS

PREAMBLE AND SCOPE OF AGREEMENT

ARTICLE 1 - RECOGNITION

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND CHECK OFF

ARTICLE 3 - MANAGEMENT RIGHTS

ARTICLE 4 - STRIKES AND LOCKOUTS

ARTICLE 5 – VACATION AND HOLIDAYS

ARTICLE 6 - HOURS OF WORK

ARTICLE 7 - SICK LEAVE

ARTICLE 8 - DISABILITY

ARTICLE 9 - COMPASSIONATE LEAVE

ARTICLE 10- JURY DUTY

ARTICLE 11 - EMPLOYEE TRAINING

ARTICLE 12 - LEAVES OF ABSENCE

ARTICLE 13- LAYOFFS

ARTICLE 14 - COMPENSATION

ARTICLE 15- DISCIPLINE

ARTICLE 16- SETTLEMENT OF DISPUTES

ARTICLE 17 - PROBATIONARY PERIOD

ARTICLE 18- INSURANCE

ARTICLE 19- RETIREMENT

ARTICLE 20 - GENERAL PROVISIONS

ARTICLE 21 - SAVINGS, FUNDING AND WAIVER

ARTICLE 22-TERMINATION AND REOPENING

APPENDIX A - WAGE SCALE

APPENDIX B - DISPATCH CERTIFICATION

PREAMBLE:

This Agreement is entered into as of July 1, 2013, by and between the CITY OF PRINEVILLE, OREGON, hereinafter referred to as the "City", PRINEVILLE POLICE OFFICER'S ASSOCIATION, hereinafter collectively referred to as the "Association".

SCOPE OF AGREEMENT:

This Agreement shall apply to all full-time, non-management and non-confidential employees of the City's Police Department. Sergeants and above will be included in Management.

ARTICLE 1 - RECOGNITION:

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of pay, hours of work, and other conditions of employment for all the Police Department's non-management and non-confidential employees, as defined by the SCOPE OF AGREEMENT, and as set forth in Appendix A attached.

1.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, race, color, creed, national origin, sex, ancestry, handicap, age (40 and over) or political affiliation. All references to male gender in this Agreement designate both male and female employees except where specifically noted otherwise.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND CHECK OFF:

2.1 The City and the Association agree to a "Fair Share" provision for all employees in the bargaining unit: Dues for permanent and probationary employees shall become payable after thirty (30) days of continuous employment or on the effective date of this Agreement.

2.2 Any employee covered under this Agreement who chooses not to become a member of the Association shall have their "fair share" paid monthly by the City to a non-religious charity. The employee shall within thirty (30) days of employment reach written agreement with the Association upon a mutually acceptable non-religious charity. This Agreement shall be delivered to the City.

2.3 Members of the Association shall sign and deliver to the City an authorization form requesting Association membership dues be deducted.

2.4 The City agrees to make all the above specified deductions and transmit them monthly in one check, along with a list of members, to the Association's President by the 1st of the following month. Neither the City or the Association will be held liable for deduction

errors. Proper adjustments will be made as soon as is practicable. In no case shall an adjustment extend beyond the following pay period from written notice of the error by either party.

ARTICLE 3 - MANAGEMENT RIGHTS:

3.1 The City retains all 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 Association are limited to those specifically set forth in this 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 Association with respect to any such subjects of the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof, and any subject which might have been raised in the course of collective bargaining without prior negotiations with the Association, similarly, nothing in the article shall prevent the Association from addressing mandatory subjects of bargaining which are not contained in this Agreement throughout the term of this contract.

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

1. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit,
2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials equipment uniforms, appearance, methods and procedures.
5. To implement new and to revise or discard, wholly or in part, old methods, procedures, material, equipment, facilities and standards
6. To assign and distribute work.
7. To contract or subcontract work as determined by the City; provided, that as to work covered by the bargaining unit, the City agrees to afford an opportunity to negotiate with the Association as to the effect of such action on wages and conditions of employees in the

bargaining unit before finalizing or implementing any decisions concerning such subcontracting.

8. To assign shifts, workdays, hours of work and work locations.
9. To designate and to assign all work duties.
10. To introduce new duties and to revise job classification and duties within the unit.
11. To determine the need for and the qualifications of new employees, transfers and promotions.
12. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
13. 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 as to be determined by the City.

3.3 The exercise of any management prerogative, function or right which is not specifically modified by the Agreement is not subject to the grievance procedure or to bargaining during the term of the Agreement.

ARTICLE 4 - STRIKES AND LOCKOUTS:

4.1 The Association and the members of the bargaining unit, in view of the importance of the operation of the Police Department to the community, agree with the City, that there shall be no lockouts by the City and no strikes or other interruptions of work by the employees or Association during the term of this Agreement.

ARTICLE 5 - VACATION AND HOLIDAYS

5.1 Upon completion of the first month of employment, the association members shall begin accruing Holiday time and Vacation time based on the rules set forth here.

5.1a – Holiday Time

All Association Members whose primary work duties are subject to an **8hr/5day** coverage schedule (IE: 8am to 5pm Monday through Friday) shall accrue holiday time based on the following holiday list. These holidays, whenever possible will be taken off on the actual holiday or as soon as possible after the holiday. These personnel will use holiday time in lieu of working a holiday, subject to the approval and/or direction of management.

HOLIDAYS:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January

President's Day	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving	4 th Thursday of November
Friday after Thanksgiving	4 th Friday of November
Christmas Eve	December 24 th
Christmas Day	December 25 th
One Floating Holiday	Employee Choice

All Association Members whose primary work duties are subject to a **24/7** coverage schedule shall accrue 8 hours of holiday time every month.

5.1b – Vacation Time

All Association Members will accrue vacation time based on the following chart:

0 TO	5 YEARS	8 HOURS VACATION TIME PER MONTH
5 TO	10 YEARS	10 HOURS VACATION TIME PER MONTH
10 TO	15 YEARS	12 HOURS VACATION TIME PER MONTH
15 OR MORE YEARS		14 HOURS VACATION TIME PER MONTH

5.2 Employees may accumulate vacation and holiday accruals to a maximum of one and one-half years of accrual. All holiday and vacation accruals are based on continuous service by employees. "Continuous service" is defined as service unbroken by separation from the City, except for time spent by an employee on military leave, Peace Corps duty, sick leave with pay, disability leave with pay and authorized educational or law enforcement training leave. Time spent on other types of authorized leave shall not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

5.3 Following each year of employment based upon the employee's anniversary date, any unused vacation and/or holiday accrual during the preceding year must be used within the six (6) month period immediately following, at a time mutually agreeable to the City and the employee (except as allowed in the paragraph below) or unless the failure to take such accrued vacation and/or holiday is due to the City's insistence that the employee be at work during a scheduled leave period.

5.4 The City shall notify the employee that they have entered this six (6) month period mentioned above, no later than ninety (90) days into the period. The employee will have thirty (30) days to meet with their Sergeant or other Police management personnel to determine a vacation and/or holiday schedule that, based on the City's judgment, meet the operating needs of the Department and the availability of relief. Failure by the employee to notify the Sergeant or other specified management personnel shall result in allowing the

City to schedule the employee's vacation and/or holiday time off. Conversely, should the employee have to miss his scheduled leave due to the City's insistence that the employee be at work, the employee may request either a six (6) month extension in which to take the vacation and/or holiday time off or a cash payment for vacation and/or holiday accrual in the appropriate anniversary year.

5.5 Approval or denial of requested time off shall be given to the employee in writing within ten (10) days of receipt of request. If an employee's request for vacation and/or holiday time off is denied, the employee shall receive a written reason for the denial. If an employee's first and second choices of vacation and/or holiday time off are denied, the employee shall have the right to request a cash payment in lieu of vacation and/or holiday time off for the appropriate accrual year. The amount of vacation and/or holiday time off requested shall be granted or denied in its entirety if a requested time is two (2) weeks or less. Choice of vacation and/or holiday time off shall be selected on the basis of seniority; however, each employee will be permitted to exercise his right of seniority, within the ten (10) day approval period, only once per year. "Seniority" is defined as the total length of unbroken service with the City since the date of hire. Management will notify employees in the affected department of vacation and/or holiday time off requests upon receipt.

5.5a Each year, employees in each job classification shall decide whether they wish to elect an annual seniority based vacation bid. The Association will notify the Employer not later than September 1st of each classification's decision.

5.5b Not later than October 1st each year, the employer shall post a sign-up sheet for each classification electing an annual seniority based vacation bid. Members will be allowed to bid for a maximum of two weeks per bid per year (the two weeks may be divided into two one week blockers). Vacation requests shall not exceed the amount of vacation and holiday time off the member will have available when it is taken. All vacation requests will be subject to appropriate public safety considerations and chosen in order of seniority.

5.5c After the annual seniority based vacation bid, paid time off will be scheduled not more than six months in advance. Such time off will be granted on a "first come-first served" basis, provided that a more senior employee may bump a junior employee's bid within seven (7) days of the junior employee's bid.

5.5d Following the annual vacation bid, or for job classifications which have elected to not have an annual vacation bid, approval or denial of requested time off shall be given to the employee in writing within ten (10) days of receipt of request. If an employee's request for vacation and/or holiday time off is denied, the employee shall receive a written reason for the denial. If an employee's first and second choices of vacation and/or holiday time off are denied, the employee shall have the right to request a cash payment in lieu of vacation and/or holiday time off for the appropriate accrual year. The amount of vacation and/or holiday time requested shall be granted or denied in its entirety if a requested time is two (2) weeks or less. Choice of vacation and/or holiday time off shall be selected on the basis of seniority; however, each employee will be permitted to exercise his right of seniority, within the ten (10) day approval period, only once per year. "Seniority" is defined as the

total length of unbroken service with the City since the date of hire. Management will notify employees in the affected department of vacation and/or holiday time off requests upon receipt.

5.6 In the event of death or termination of an employee, all unused vacation and holiday accrual will be paid in the same manner as salary due the employee.

ARTICLE 6 - HOURS OF WORK

6.1 The City reserves the right to determine work schedules, work shifts and hours of work.

A normal work day for employees may consist of:

1. Eight (8) hours per day on the basis of a five-day work week. (5-8 Plan)
2. Ten (10) hours per day on the basis of a four-day work week (4-10 Plan), or
3. Twelve (12) hours per day on the basis of four days on – four days off (4-12 Plan) or other 12 hour or 10.5 hour schedule as agreed by the City and the Association.

The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods. Prior to making any changes in the regular work schedules the City will notify the Association at least 30 days in advance in writing and give the Association opportunity to discuss the change with management.

6.2 All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Except for emergency situations, as determined by the City, all employees shall have at least ten (10) hours off duty between scheduled work shifts. If the employee's shifts are not scheduled at least ten (10) hours off between shifts, not including scheduled or emergency overtime, the employee shall receive overtime for any hours worked less than ten (10) hours off. Except for emergency or overtime situations, all employees shall have at least forty-eight (48) consecutive hours off each workweek. Except for emergencies as determined by the City, no employee shall be scheduled for more than two different shifts in two consecutive workweeks unless agreed upon by the affected employees and the City.

6.3 Work schedules showing the employees shifts, workdays and hours shall be posted on the department bulletin board. Except for emergency or unanticipated situations and for the duration of the situation, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. Monthly schedules shall be posted seven (7) days prior to the beginning of the month. In determining an emergency the City will attempt to not disrupt or interfere with employees already approved vacation, or employees regularly scheduled days off. When time allows, the City will attempt to allow employees who want to work the emergency overtime the opportunity to, rather than assigning the overtime. If no volunteer can be found to work, overtime will be assigned by the City. With prior approval by the City, overtime may take the form of compensatory time off (CTO) when the City's Police Department overtime budget is exhausted provided that the City has made a good faith effort to fund overtime expenses for the year.

6.4 A rest period of fifteen (15) minutes shall be permitted for all employees during each four (4) hours of work, which shall be scheduled in accordance with the operating requirement of each department. All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the Department, meal periods shall be scheduled in the middle of the work shift.

ARTICLE 7 - SICK LEAVE:

7.1 Effective with the first full calendar month of employment, sick leave shall be earned for the purpose stated herein at the rate of one (1) day for each full calendar month of employment.

7.2 Sick leave may be accumulated to a total of 1200 hours.

7.3 Employees may use their sick leave when unable to perform their work duties for reason of illness or injury to the employee or immediate family that requires the employee's attention with the family to arrange for medical care and/or other assistance to an involved family member. "Immediate family" shall mean: spouse, domestic partner, parent, sister, brother, child, grandchild, and grandparent of the employee or of the employee's spouse or domestic partner.

7.4 In the event an employee needs to use sick leave, the employee shall notify his immediate Supervisor of the nature and expected length of absence, as soon as possible, and no later than the beginning of his next regular work shift, unless unable to do so because of serious injury. Documentation of the need for the employee's absence and the estimated duration of the absence may be required at the option of the department Supervisor for absences over three (3) days, before payment of sick leave will be made. The City shall be responsible for reasonable costs associated with the physician's statement required by this section. Notwithstanding the above, an employee shall be allowed up to four (4) hours per month to attend to his/her own personal medical needs, and such time will not be charged against the employee's sick leave. It is clearly understood that said four(4) hours per month are to be used on an honor basis and are for personal medical reasons only.

7.5 Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such leave.

7.6 Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. Employees whose employment is terminated other than for just cause shall be paid for their accumulated sick leave as follows: after ten (10) years of service – fifty per cent (50%), after fifteen (15) years of service – sixty six per cent (66%) and after twenty years of service – one hundred per cent (100%). In the alternative, the City agrees to credit any accumulated and unused sick leave to the employee's retirement fund formula as

described and provided for under the Public Employees Retirement System. Sick leave shall not accrue during any period of a leave of absence without pay.

ARTICLE 8 - DISABILITY:

8.1 The City shall establish a program, whereby, following an employee's on-the-job injury resulting in time loss of up to ninety (90) days, the City will pay the difference between the amount of the Worker's Compensation Insurance payment and the employee's normal net pay. This payment will not be deducted from the employee's PTO or sick leave. The following provision shall apply:

1. If Worker's Compensation Insurance does not pay for the first three (3) days an employee is off work, the City will make payment to the employee for those days.
2. The City agrees to furnish to the employee the difference between the amount of the Worker's Compensation Insurance payment and the employee's normal net pay for a period not to exceed ninety (90) days.

Example: An employee is disabled for an entire pay period. Gross pay for the period is \$1,000 and normal net pay is \$800. SAIF pays \$670. The employee would then receive an additional \$130 from the City.

ARTICLE 9 - COMPASSIONATE LEAVE

9.1 Compassionate leave will be granted in the event of a death in an employee's immediate family (as defined in Article 7 - Sick Leave). The employee may be granted, upon request, up to four (4) days off with pay. Such leave shall not be deducted from accrued sick leave or PTO.

ARTICLE 10- JURY DUTY:

10.1 Jury duty pay shall be granted to employees provided the salary paid to such an employee for the period of jury duty shall be reduced by the amount of money received for such service. Upon being excused from jury duty service for the day, an employee shall immediately contact his Supervisor for assignment for the remainder of the regular work day.

ARTICLE 11 - EMPLOYEE TRAINING & APPEARANCE:

11.1 Employees will be granted time off with pay to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when required by the City. Leave with pay will be granted for attendance in any court, legislative body or administrative agency so long as such attendance is held at a location other than in Prineville and is in connection with the employee's officially assigned City duties and is a

result of a legal subpoena. This provision does not pertain to the court time provision covered in Article 14 - Compensation.

11.2 The City may reimburse employees 50% of tuition paid for an approved job-related education provided the college is accredited and the employee received a passing grade, subject to available funds.

ARTICLE 12- LEAVES OF ABSENCE:

12.1 Leaves of Absence without pay, not to exceed ninety (90) calendar days, may be granted upon establishment of reasonable justification and in instances where the work of the Department will not be seriously handicapped by the absence of the employee. Requests for such leaves must be submitted in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. If the request is denied, the employee shall be advised in writing as to the reason.

12.2 Parental leave of twelve (12) weeks will be granted to the mother and/or father, upon the birth of a child or adoption of a child under the age of six (6). If the child's other parent takes parental leave, the amount of time taken will be deducted from the twelve (12) week leave the employee is allowed to take. If the employee wishes to take a longer leave, the employee must request so in writing.

12.3 Members of the Association selected to participate in contract negotiation [up to limit of three (3) members] will be granted two (2) hours off per month, during normal schedule shifts, for the purpose of contract negotiations. Other Association activity may be granted time off without pay. Any time off referred to in this paragraph must be accompanied by a written time off request at least seven (7) days prior to requested time off. The dates, times and places for these negotiating session shall be established by mutual agreement between the parties.

12.4 Educational leave may be granted after a full time employee completes one (1) year of continuous service. Written request, for the purpose of upgrading the employee's professional ability through enrollment in educational courses relating to employment, must be made to management. Educational courses must be at an accredited school. The period of such leave of absence shall not exceed one (1) year but, may be renewed or extended upon request of the employee and approval by the City. Educational leaves may not be granted more than once in any three (3) year period.

12.5 An employee who has been granted a leave of absence and who fails to return to work at the expiration of the leave of absence shall be considered as having resigned his position with the City. The employee, prior to expiration of the leave of absence, may make written application for an extension of the leave of absence. The employee will furnish evidence that he is unable to return to work. If the employee, within thirty (30) days of failing to return to work, shows good and sufficient cause for failure to report at the expiration of the leave of absence, he will still be considered to have his position with the City.

ARTICLE 13 - LAYOFFS:

13.1 In the event an employee is laid off by the City for non-disciplinary reasons, and is rehired within one (1) year of the date of the layoff into the same job classification held previously, the employee shall be paid the rate of pay applicable to the position and length of City service as if the layoff had not occurred. No back pay for the period of the layoff is intended under this provision. (Should the City be forced to layoff employees, such layoffs shall be based upon reverse date of hire and by classification as set forth in Appendix A, Wage Schedule.) The City agrees to give fourteen (14) calendar days notice of a layoff.

ARTICLE 14- COMPENSATION:

14.1 Employees shall be compensated in accordance with the salary schedule attached to this Agreement, and marked Appendix A, which is hereby incorporated into and made a part of this Agreement.

14.2 When any position not listed on the salary schedule is established, the City shall designate a job classification and pay rate for the position. The Association shall be notified and the pay rate shall be considered tentative until the Association has had an opportunity to meet and discuss the matter. If the Association does not agree that the pay rate(s) are proper, the Association may submit the issue as a grievance through the grievance procedure.

14.3 Shift differential shall be paid for all shifts beginning between 6:00 p.m. and 6:00 a.m. at the rate of \$.50 per hour.

14.4 Overtime shall be compensated at the rate of one and one-half (1 1/2) the employee's regular rate of pay, and shall be paid for the following:

1. All assigned work in excess of the eight (8) hour, ten (10) hour, twelve (12) hour work day depending on the number of regular hours in the shift.
2. All assigned work in excess of forty (40) hours in any work week.
3. Call-in time for work outside the employee's assigned work hours or shift, at a minimum of three (3) hours per call-in.
4. Court time required by employees, or Grand Jury or Attorney conferences, when they occur outside the employee's normal shift, at a minimum of two (2) hours.
5. For shift beginning on these holidays: Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. The City may schedule employees off on these holidays in order to avoid overtime. Non-sworn employees can be scheduled to use their holiday during ANY of the holidays outlined in Article 5.1.

14.5 Compensatory time may be granted for all Departmental and mandatory DPSST-approved courses including travel time in areas in excess of 100 miles away when required during off duty hours, excluding Association business and labor negotiations. Overtime may be taken as compensatory hours at a one (1) to one and one half (1.5) ratio. Compensatory time off will be taken at a time mutually agreed upon by the employee and the City. Compensatory time off may be accrued to a maximum of sixty (60) hours.

14.6 Standby status shall be compensated to an employee who is ordered on a standby status by a Supervisor. Such standby status shall have conditions as prescribed by the Supervisor ordering the standby. Compensation for standby shall be a minimum on one (1) hour of the employee's regular rate of pay for each consecutive hour of standby time. Unless set by the Supervisor, all standby status shall cease after four (4) consecutive hours.

14.7 Mileage will be paid when an employee is required to report for special duty or assignment at any location other than his permanent reporting location and is required to use his personal automobile. Compensation shall be paid at the standard City rate. For assignment to the Department of Public Safety, Standards and Training (DPSST) school in Monmouth, Oregon, for purposes obtaining the DPSST's Public Police, Dispatch and/or Corrections Certificate, employees shall be reimbursed for their gasoline costs for all weekend trips home (Prineville) during this training period. Employees must present gasoline company credit card receipts or other satisfactory evidence of gasoline costs in order to receive this reimbursement.

ARTICLE 15 - DISCIPLINE:

15.1 No employee shall be disciplined or discharged without the protection of due process. Progressive discipline shall be utilized and may include any or all of the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

15.2 Disciplinary action may be imposed upon any regular non-probationary employee for just cause.

15.3 Any disciplinary action imposed upon a regular employee shall be appealed only as a grievance through the grievance procedure of this Agreement.

15.4 If a Supervisor has reason to discipline an employee, he shall make every effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public

15.5 An employee in the probationary period may not institute grievances over discharge or City disciplinary action.

ARTICLE 16 - SETTLEMENT OF DISPUTES:

16.1 Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step I. The affected employees shall take up the grievance or dispute with the employee's immediate Supervisor within ten (10) days of its occurrence. The department head or Supervisor shall meet with the employee and representative(s) of the Association to attempt to resolve the matter within ten (10) days.

Step II. If the employee is dissatisfied with the decision of the immediate Supervisor, the employee shall submit the grievance in writing to the Chief within ten (10) days of the meeting with their Supervisor. The Chief shall meet with the employee and representative(s) of the Association within ten (10) days to attempt to resolve the matter.

Step III. If the employee is dissatisfied with the decision of the Chief, the employee shall submit the grievance in writing to the City Manager, within ten (10) days of the meeting with the Chief. The City Manager shall meet with the employee and representative(s) of the Association within ten (10) days to attempt to resolve the matter.

Step IV. If the employee is still dissatisfied after meeting with the City Manager, the employee may request the matter be taken to final binding arbitration by a third party mutually agreed upon by the City and the Association. If the City and the Association are unable to agree on an arbitrator, the Oregon Employment Relation Board shall be requested to submit a list of seven (7) names. The arbitrator shall be selected by the method of alternative striking of names under which a flip of a coin shall determine which party will strike the first name. The striking of names shall continue until one name remains and the remaining name shall be the arbitrator. The arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter. The arbitrator's decision shall be final and binding, but shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. Expenses for the arbitrator shall be shared equally by the Association and the City. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, the party shall be provided a copy of the transcript at the copy rate.

16.2 The names of the employees selected as Association representatives shall be verified in writing to the City. Duties required of the representatives, except attendance at meetings with the City and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with their regular work assignments or any other employee of the City. Contacts to conduct Association business shall be made outside of working hours.

16.3 The City shall meet at mutually convenient times with the Association Grievance Committee if both parties agree that such meetings would be constructive and beneficial. Grievance Committee meetings shall be held, if practicable, during working hours, on City premises and without loss of pay to authorized participating employees. The Association Grievance Committee shall consist of two members selected by the Association. The purpose of the Grievance Committee meetings will be to adjust grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

ARTICLE 17 - PROBATIONARY PERIOD:

17.1 The probationary period is the first twelve (12) months for dispatchers and non-sworn employees, beginning with the day each employee is hired. The probationary period for sworn police officers is the first eighteen (18) months, beginning with the day each employee is hired. The Association recognizes the right of the City to terminate any employee whose work performance fails to meet the required work standards.

ARTICLE 18 - INSURANCE:

18.1 Medical, Vision and Dental insurance shall be provided to all full time employees and their families under the insurance plans in place as of January 1, 2013, if available. The City agrees to contribute the present insurance premium (current family full coverage rate) at 100% for the 2013-14 and 2014-15 years. For the 2015-16 and 2016-17 years, the City's contribution shall be capped at the 2014-15 rate plus an additional 10% contribution by the City if needed. If the premiums in either the 2015-16 or 2016-17 years exceed the cap, the parties will reopen Article 18.1 of this agreement.

In the event the current plans are not available, at the end of insurance year, the parties agree to reopen the contract to discuss any alternative plans.

Insurance Committee – Two members of the Association, as appointed by the president of the Association, will be allowed to participate in all Insurance Committee activities including but not limited to research, comparison of plans, discussion and committee votes or decision making. The Association's representatives shall be allowed to attend Insurance Committee meetings without loss of pay.

18.2 The City shall provide, at no cost to the employee, term life insurance in the amount of \$20,000 and an additional supplemental insurance for Accidental Death and Dismemberment in the amount of \$20,000. This insurance shall cover the employee both on and off the job.

18.3 Liability insurance shall be paid for by the City, in amounts and containing such terms and conditions that are necessary for the protection of all members of the bargaining unit, against claims brought against any member in the performance of their duties.

ARTICLE 19 - RETIREMENT:

19.1 The City agrees to maintain coverage under the Oregon Public Employee's Retirement System (PERS), or its successor, for all members of the bargaining unit.

19.2 The City also agrees to contribute to the employee's PERS account the employee's portion of contribution in accordance with the rules and rates as established by PERS. The full amount of required employee contributions "picked up" or paid by the City on behalf of employees shall be considered "salary" within the meaning of ORS 237.003 (12) but, shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such City "pick up" or paid employee contribution shall be credited to the employee's account pursuant to ORS 237.071 (2) and shall be considered to be the employee's contribution for the purposes of ORS 237.001 to 237.320.

ARTICLE 20- GENERAL PROVISIONS:

20.1 Each employee may receive a physical examination every two years to the age of 40, and annually after 40 years of age, with the City paying the first \$125 of expense. The employee shall have the bill sent directly to the City for payment and the employee will be responsible to pay the balance over \$125 to the provider of the service.

20.2 Employees shall have the right to join and participate in the activities of the Association or any other labor organization, or to refrain from any or all such activities without discrimination by either the City or the Association. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

20.3 Bulletin boards will be furnished and maintained by the City and placed in convenient locations in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to the bulletin boards provided. The City may limit this privilege if in its judgment such postings reflect discredit upon the City or its agents.

20.4 It is jointly recognized that the City must retain authority to fulfill and implement its responsibilities by establishing work rules in writing. It is agreed that no work rule will be implemented which is inconsistent with a specific provision of this Agreement. All work rules shall be made available to employees to refer to at any time. All new work rules shall be posted on the appropriate bulletin boards at least ten (10) week days in advance of their taking effect. A copy shall be given to the Association at the same time as it is placed on the bulletin boards.

20.5 The City shall provide clothing and equipment to each employee assigned duties in a prescribed uniform. The City shall pay for the dry cleaning of the employee's winter overcoat and summer coat. The City shall repair or replace both employee owned and City owned uniforms, property and equipment when such is damaged or destroyed in the performance of the employee's duties unless employee negligence is shown to be the cause. An officer's personal handgun damaged in the line of duty will be repaired or replaced, at

the City's option, at replacement cost up to \$600. (This specifically excludes a second (2nd) handgun carried by an officer.) The City will repair or replace eyeglasses or contact lenses if they are lost or damaged in the line of duty. Replacement items will be comparable to those lost or damaged. If insurance is available, and/or applicable, it will be used to offset the City's cost. Clothing/shoe allowance of \$175 per year will be paid annually.

20.6 Outside employment shall be permitted only with prior approval of the City. Outside employment shall be permitted in other areas of the employee's choice as long as such employment does not interfere with the employee's normal duties or reflect unfavorably on the City.

20.7 Personnel records of members of the bargaining unit shall be available for inspection by the employee named on the file only and by the employee's Sergeant and appropriate management. A copy of any document or piece of information placed in an employee's personnel file shall be given to the employee. The employee will be asked to sign a document showing they have received the information. If the employee refuses to sign receipt, the Supervisor will make a note of the employee's refusal to sign. All written discipline entered into the employee's personnel file shall be dated and will be removed within three (3) years of entry.

ARTICLE 21 - SAVINGS, FUNDING AND WAIVER:

21.1 In the event that any Article or portion of this Agreement shall be declared invalid by any court of competent jurisdiction or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

21.2 The parties to this Agreement recognize that revenue needed to operate the City's service and facilities must be approved by established budget procedures. The City will not cut the wages and benefits specified in this Agreement because of budgetary limitations, but the City cannot and does not guarantee any staffing level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget requests amounts sufficient to fund the wages and benefits provided by this Agreement, but the City makes no guarantee as to the passage of such budget requests or voter approval thereof. This Article and City action hereunder shall not be subject to the grievance procedure.

21.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at are set forth in this Agreement. Therefore, the City and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the

parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 22 - TERMINATION AND REOPENING:

22.1 This Agreement shall be effective July 1, 2013 and shall remain in full force and effect until June 30, 2017 unless the parties are in negotiations, in which case the Agreement will continue from month to month until negotiations are concluded.

Steve Forrester, City Manager

James Peterson, PPOA President

Appendix A - Wage Schedule				
Patrol Officers				
	2013-14	2014-15	2015-16	2016-17
Step A	4130	4254	4339	4426
Step B	4213	4339	4426	4514
Step C	4297	4426	4514	4605
Step D	4383	4514	4605	4698
Step E	4471	4605	4698	4791
Step F	4561	4698	4791	4887
Step G	4651	4791	4887	4984
Step H	4744	4887	4984	5084
Step I	4839	4984	5084	5185
Communications Officers/Community Service Officer				
	2013-14	2014-15	2015-16	2016-17
Step A	3609	3717	3792	3867
Step B	3681	3792	3867	3944
Step C	3754	3867	3944	4023
Step D	3830	3944	4023	4105
Step E	3906	4023	4105	4186
Step F	3985	4105	4186	4270
Step G	4064	4186	4270	4356
Step H	4146	4270	4356	4443
Step I	4229	4356	4443	4532
Evidence Officer/Office Technician				
	2013-14	2014-15	2015-16	2016-17
Step A	3068	3160	3224	3289
Step B	3130	3224	3289	3355
Step C	3193	3289	3355	3420
Step D	3257	3355	3420	3490
Step E	3321	3420	3490	3559
Step F	3389	3490	3559	3630
Step G	3456	3559	3630	3703
Step H	3525	3630	3703	3777
Step I	3595	3703	3777	3852
Bi-Lingual Pay	5% of base pay			
Training Officer	2.5% of base pay (only for month when actual training occurs)			
Physical Fitness Pay	2.5% of base pay			
Dispatch Operational Assistant	6% of base pay			
Intermediate Certificate Pay	4% of base pay			
Advanced Certificate Pay	6% of base pay			
Longevity (after 10 years of continuous employment)	3.5% of base pay			