

COLLECTIVE BARGAINING AGREEMENT

between the

**LINCOLN CITY
POLICE EMPLOYEES ASSOCIATION**

and

LINCOLN CITY

Expires June 30, 2021

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ARTICLE 1 – RECOGNITION

Section 1. Recognition.

The City recognizes the Association as the exclusive bargaining agent for all employees of the Lincoln City Police Department regularly employed twenty hours or more per week in those job classifications listed in Appendix A hereof, and for such new classifications that may be established by the City and included within the unit in accordance with the section below New Classification during the term hereof.

Section 2. New Classification.

- (a) In the event the City creates a new job classification and rate of pay which it believes to be outside the scope of the bargaining unit, it shall so notify the Association and upon request provide the Association with a description of the job duties of the position. If the Association believes the position should properly be included within the bargaining unit, it may, within fourteen (14) calendar days of receipt of the job description, give notice to the City of their intent to seek inclusion under PECBA.
- (b) If the City creates a new job classification and rate of pay or modifies existing job classifications and rates of pay that it believes to be within the bargaining unit, and in the event a position is found to properly be within the bargaining unit as provided for above, it shall notify the Association of the new position before a wage rate and other conditions of employment have been finalized. Such notice shall specify a proposed wage rate and also detail any other provisions of the agreement which will not apply and/or be modified with respect to that position.
- (c) Upon receipt of such notification, the Association shall have fourteen (14) days in which to notify the City of its desire to enter into negotiations, pursuant to ORS 243.650-243.782, over the proper wage rate and such other conditions as it may specifically cite. Upon receipt of such notice, the City and the Association agree to enter into negotiations. The City may at its option delay implementation of the new classification pending conclusion of such negotiations or implement the new classification and provide a retroactive adjustment to the date of implementation upon conclusion of negotiations.

Section 3. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy shall be given to the employee upon assuming the position.

ARTICLE 2 - ASSOCIATION RIGHTS

Section 1. Employee Organizations.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization pursuant to the requirements of the PECBA and Section 6 of this Article.

Section 2. Non-Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, disability, sex, sexual orientation, gender identity, religion, national origin, Association affiliation, ~~or~~ political affiliation or other legally protected status or activity. The Association shall share equally with the City, the responsibility of applying the provisions of this Agreement.

Section 3. Dues Deduction.

Upon the written consent of an employee within the bargaining unit, the City will begin deducting Association dues for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the authorization for deduction in writing. In the event an employee rescinds authorization for dues deduction in writing, the rescission will become effective the first day of the payroll period following the City's receipt of the rescission. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Secretary-Treasurer of the Association, no later than the 10th of the month following the month for which the deductions were withheld. The Association will indemnify, defend and hold the City harmless against any claims made or any suit instituted against the City on account of any payroll deductions for the Association. The Association agrees to refund to the City any amount paid to it in error.

The Association agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders of judgments brought against the City as a result of the City's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 4. Association Representatives.

The Association shall designate four (4) or more employees as Association Representatives and provide written notification to the City as to the employees so designated. Association Representatives shall have full authority to represent the Association in grievances and other circumstances where contract interpretation may arise. Association Representatives and other employees shall be allowed reasonable time off during their regularly scheduled work time without loss of pay or benefits to engage in the following Association activities:

- (a) Investigating and processing grievances, complaints and other matters related to employment relations, including grievance meetings with supervisors, the Chief and the City Manager;
- (b) Attending investigatory interviews and due process proceedings;
- (c) Participating in collective bargaining as set forth in Section 5, below;
- (d) Conducting new employee orientations, not to exceed sixty (60) minutes;
- (e) Participating in other Association/Management meetings when mutually convenient
- (f) Engaging in other Association activities in accordance with applicable law.

For the purpose of this Section such time will be considered “reasonable” if it does not unreasonably interfere with the performance of the Association Representative’s duties.

Nothing in this section shall not be construed so as to prevent the members of the bargaining unit from consulting with or obtaining direct assistance from Association Representatives or the Association attorney.

The City and Association agree that employees can be adequately represented by one (1) Association representative during disciplinary interviews, due process proceedings meetings and new hire orientations. The Association’s attorney may also participate. Additional representatives may participate during off-duty hours or during regular on-duty hours with approval from the Chief or Chief’s designee.

Section 5. Bargaining Committee.

When negotiation sessions are held during the regularly scheduled work hours of one (1) or more of the Association's previously designated bargaining team members, up to two (2) of such team members shall be allowed time off from work without loss of pay for the purpose of attending such negotiation sessions. However, those on-duty employees will be expected to respond to emergency calls.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Reserved Rights.

It is recognized that an area of responsibility and authority must be reserved to the City if City government is to serve the public effectively. Except to the extent expressly abridged by a specified provision of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the City and are not subject to negotiation or the grievance procedure. By way of illustration and not of limitation, the following are listed as such management functions:

- (a) The determination of the governmental services to be rendered to the citizens of Lincoln City.
- (b) The determination of the City's financial, budgetary, accounting and organization policies and procedures
- (c) The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this Agreement.
- (d) The management and direction of the work force including the right to determine the methods, processes and manner of performing work, the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, assign, schedule, promote, demote, transfer and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to purchase, dispose and assign equipment or supplies; the right to set standards for appearance, uniforms and equipment; the right to formulate, change or modify departmental rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergencies; the right to contract or subcontract any work as long as any bargaining obligations under current law are met.

Section 2. Consultation.

This Article shall not preclude the Association and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties or (2) negotiating during the open negotiation period.

Section 3. New Policies.

All new department policies will be forwarded to the Association President for review by the Association prior to implementation. Within fourteen (14) calendar days the Association will advise the Chief or designee if the Association has any objections or input to the proposed policy. If, however, the new policy involves a change in a mandatory subject of bargaining, and the Association demands to bargain within fourteen (14) calendar days of the above referenced notice, the parties will bargain them as required by Oregon law.

Section 4. Emergency.

For purposes of this Agreement an "emergency" is an unforeseen event or circumstances, not directly caused by the City, which by its nature dictates an immediate response.

ARTICLE 4 - CITY SECURITY

The Association and its members as individuals or as a group will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Association or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. The City agrees that at no time will it institute a lockout of the employees in the unit.

ARTICLE 5 - FILLING OF VACANCIES

Section 1. Posting of Vacancies.

All job announcements for vacancies for the Lincoln City Police Department shall be posted on the bulletin board for two weeks before the filling of vacancy and shall include the following:

- (a) Title of position open,
- (b) Brief description of duties and work to be performed'
- (c) Pay range (in dollars),
- (d) Minimum qualifications for employment and
- (e) When and where to file an application.

Section 2. Filling of Full-time Dispatch Vacancies.

Any full-time vacancy of a dispatch position shall be offered first to the part-time 9-1-1 dispatcher with the most seniority. If rejected within the time provided, it shall be offered to the next most senior part-time 9-1-1 dispatcher and so on until the position is filled. This may be done without the need to post as described in Section 1 of this Article. If all part-time 9-1-1 dispatchers reject the offer to fill the full-time vacancy, the process outlined in Section 1 of this Article shall be followed.

Section 3. Justification of Denial.

If an employee does not receive a requested promotion or transfer, he/she may request in writing and shall receive in writing the reason for denial of the promotion or transfer.

ARTICLE 6 – PROBATIONARY PERIOD & CLASSIFICATIONS

Section 1. Initial Probationary Period.

All sworn personnel shall serve a probationary period of eighteen (18) months from his/her date of hire. All non-sworn personnel shall serve a probationary period of twelve (12) months from his/her date of hire. Sworn personnel who are hired as lateral entry employees and who are already certified by Oregon DPSST or another state and have successfully completed the Oregon Career Officer Development (COD) shall serve a probationary period of twelve (12) months from his/her date of hire.

Section 2. Promotional Probationary Period.

A promoted employee may be removed from the higher classification for any reason during the promotional probationary period of six (6) months.

Section 3. Bumping Rights During Promotional Probationary Period.

- (a) In the event that a promoted employee serving probation is laid off during the probation period, the promoted employee shall have the right to bump back into his/her previous classification.
- (b) The Association recognizes that newly hired probationary employees may be discharged or disciplined at-will; promoted employees within the probationary period may be returned to the former classification upon the City's determination to do so without due process or appeal.

Section 4. Regular Employees.

A regular employee is one who is appointed to a budgeted position after completing the probationary period and employed on a full- or part-time basis. A full-time employee is one who holds an appointment at 1.0 FTE and regularly works the full workweek. A part-time employee is one who holds an appointment of .5 FTE and regularly works at least twenty (20) hours a week on average.

Section 5. Job Classifications.

For the purpose of assignment of overtime, the detective position is not considered to be in the same job classification as the Police Officer and Senior Police Officer. However, for all other purposes, the detective position is considered to be within the same job classification of Police Officer. 9-1-1 dispatchers are each in their own classification. The Code Enforcement Officer, Police Administrative Assistant and Evidence Technician are each in an individual job classification. Each classification shall be considered separately when applying certain rights outlined in this Agreement, such as layoff and recall as set forth in Article 8 and overtime scheduling as set forth in Article 13, Section 5.

ARTICLE 7 – SENIORITY

Section 1. Seniority.

- (a) Unless stated otherwise, seniority as used in this Agreement is determined by the length of continuous service in an employee's classification.
- (b) Part-time employees accrue seniority at pro-rata rate of accrual in relation to a full-time employee.
- (c) If more than one (1) employee is hired on the same date, placement order on the eligibility list will dictate the order of seniority.

Section 2. Anniversary Date.

Effective at execution of this Agreement, the anniversary date will be defined as the date on which the employee began full- or part-time employment with the Police Department. This date will be used to issue step increases. This date shall remain the same regardless of promotions or reclassifications as a part- or full-time employee.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Layoff.

- (a) A layoff is defined as an involuntary reduction in force and does not reflect discredit on an employee.
- (b) An employee shall be given written notice of layoff at least thirty (30) days before the effective date of the layoff, unless due to factors not within the control of the City it is impractical to provide such prior notice.
- (c) In the event of layoff, employees shall be laid off in the inverse order of seniority within the job classification as described in Article 6 Section 5.

Section 2. Recall.

- (a) Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the Department.
- (b) An employee who is laid off shall be eligible for recall for eighteen (18) months following the layoff. No new employees shall be hired to any position until all laid off employees who are fully qualified for the position have been given an opportunity to accept the position.
- (c) The City shall notify laid off employees, in the order of their seniority within the job classification, of a position opening by certified letter return receipt

requested at his/her address of record as maintained in the City Manager's office. Laid off employees are responsible for notifying the City of a change of address. Laid off employees shall have ten (10) days from date of mailing of such notification (or from the date of mailing if mail is returned as undeliverable or if the employee failed to notify the City of a change of address) in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days there from in which to begin active employment. The City may, however, specify a later reporting date or the employee and the City may mutually agree to an earlier or later reporting date.

If an employee fails to respond to such correspondence sent to his/her last known address (return of certified letter) or if he/she rejects recall to his/her former classification, he/she shall forfeit all reemployment rights. However, an employee who is offered recall to another classification may accept or reject such position without loss of recall rights as provided herein. Employees who wish to waive reemployment rights may do so by written notification to the City.

- (d) Employees recalled from layoff shall have all previously accrued sick leave and seniority reinstated but shall not accumulate benefits during the period of layoff.

Section 3. Bumping.

Any bargaining unit employee who is to be laid off who had advanced to his/her present classification from a lower classification within the bargaining unit, in which he/she held a regular appointment, shall be permitted to displace the least senior employee in the previously held lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the bargaining unit employee's seniority in all bargaining unit classifications.

Section 4. Part-Time Employees.

Part-time employees shall be laid off before full-time employees in the inverse order of seniority within the job classification. An employee with greater part-time seniority may not displace a full-time employee but may displace a part-time employee with less seniority.

Section 5. Severance Pay.

When a regular full- or part-time employee loses employment with the City due to layoff, the employee will receive severance pay only when all of the following are met:

- (a) The employee is not offered another full- or part-time position with the City;
- (b) The position is eliminated with less than three (3) months' notice to the employee; and

- (c) The employee and an LCPEA Representative sign a full release of liability, to the City approved by the City Attorney, which may include a waiver of recall rights.

Severance pay will be in the amount of base pay (less payroll taxes) for a period of equal to one (1) week for each year of service (calculated based on full years of service) but no less than two (2) weeks.

Section 6. Loss of Seniority.

An employee shall lose all seniority and the employment relationship will be severed if any of the following events occur:

- (a) Voluntary resignation or retirement;
- (b) Discharge of a regular employee for just cause or discharge of a probationary employee at will;
- (c) Layoff for more than eighteen (18) consecutive months;
- (d) Failure to notify the Chief of Police of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the City within ten (10) days of receipt or fourteen (14) days of mailing, whichever is greater;
- (e) Failure to report for work upon expiration of an authorized leave of absence;
- (f) Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
- (g) Failure to return from military leave in accordance with applicable law.

ARTICLE 9 – SAFETY

Section 1. Mutual Responsibility.

The Association and the City recognize that both the employees and City management share a mutual concern and responsibility in promoting the safest possible working environment. Employees will abide by all safety rules of the City.

Section 2. Reporting and Correction of Deficiencies.

In accordance with such, employees shall be expected to report equipment deficiencies promptly and the City shall act upon such reported deficiencies promptly. When reported deficiencies cannot be promptly corrected, the employee(s) who reported same shall be so advised and shall further be advised as to the reasons therefore.

Section 3. Safety Committee.

The Association shall designate an on-duty representative to attend the City-wide Safety Committee. The Safety Committee shall have the following duties/powers along with other responsibilities provided for in Oregon Administrative rules and laws:

- (a) Make periodic inspections of the City's facilities and make recommendations for safety improvements,
- (b) Investigate the cause(s) and prevention of reportable accidents and injuries as defined by OSHA and
- (c) Promote and recommend the education of employees related to safety and health issues.

ARTICLE 10 - EDUCATION/TRAINING

Section 1. Reimbursement.

- (a) The City shall reimburse an employee for attending classes approved by the Chief in writing before the class begins and the student must receive a 2.0 grade or better, or a pass if no grade is available for the class.
- (b) The Chief will consider such factors as: whether the class is job-related, provides a skill beneficial to the City, or is a class which is a prerequisite for a degree. However, the following limits shall be placed on the reimbursement:
 - i. The City shall reimburse no more than four hundred fifty dollars (\$450) per class.
 - ii. No employee shall receive more than two thousand dollars (\$2,000) in education reimbursement per fiscal year.
 - iii. Reimbursable expenses include, but are not limited to, registration fees, tuition, course materials, service fees and books.
 - iv. The total Association education/training reimbursement for any fiscal year will not exceed ten thousand dollars (\$10,000).
 - v. Agreements to reimburse will be made on a first-come first-served basis.
 - vi. Employees may request an exception to the above limits. Requests must be made in writing to the Chief who will decide on a case-by-case basis.

vii. This section does not apply to cadets.

Section 2. Training.

- (a) Employees leaving a training session without authorization shall be subject to disciplinary action and/or reimbursement to the City for training expenses.
- (b) Employees authorized to carry firearms shall complete all required defensive tactics and firearms training. The City shall provide all necessary ammunition. Any employee who demonstrates to the firearms instructor a need for additional firearms training shall receive necessary coaching, counseling, and ammunition. The City agrees to provide each employee who is authorized to carry a sidearm with fifty (50) practice rounds every month.

Section 3. Minimum Training Hours.

The City shall provide each sworn officer with a minimum of eighty (80) hours of training per year to include patrol tactics, defensive tactics and firearms.

ARTICLE 11 - TRAVEL EXPENSE

Section 1. Mileage.

An employee shall be paid at the current IRS rate per mile for employee business expenses for required and preauthorized travel out of town on City business. Weekly travel to and from the Academy shall also qualify for mileage reimbursement. Commuting to Court from an employee's residence will not qualify for mileage reimbursement. If a City vehicle is not available for use by employees for duty-related activity, the Chief or designee will seek approval from the City Manager for the employee to use his/her own vehicle. If approval is granted, mileage will be paid to that employee.

Section 2. Expenses.

The City shall reimburse actual and reasonable receipted expenses incurred during the performance of official duty as a City employee for the City's benefit.

Section 3. Out-of-Town Travel.

When an employee is required to travel out of County on City business, the City will offer such employee with an appropriate City-owned vehicle and may provide a City Credit Card for allowable expenses.

ARTICLE 12 - WORK SCHEDULES

Section 1. Workweek.

- (a) The workweek for employees will be on the basis of:
- i. five (5) consecutive eight (8) hour days ~~week~~ followed by two consecutive days off;
 - ii. a rolling four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off;
 - iii. four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; or
 - iv. seven (7) twelve (12) hour days in a two (2) week period.

For employees working the 5-8 or 4-10 schedules the workweek shall commence at 12:00 a.m. (00:00 hours) Sunday and end at 11:59 p.m. (23:59 hours) Saturday. For patrol division officers working the rolling 4-12 schedule or 7-12 schedule, the partial overtime exemption set forth in 29 CFR 553.201 also known as the FLSA 7(k) exemption will apply as set forth in (d) below.

The City shall have the discretion to determine the need for using any one or any combination of these workweeks. Only officers assigned to patrol will be permitted to work the rolling 4-12 schedule or the 7-12 schedule.

- (b) Notwithstanding the above, the City and the Association recognize the value of meeting to discuss work schedules. To that end the City agrees to entertain suggested changes in work schedules proposed by the Association. The City shall have the sole discretion to accept or reject all or parts of the Association's proposals.
- (c) To the extent needed based on the twelve (12) hour shift schedule elected by the parties, the City and Association hereby elect to administer hours and overtime accounting as authorized by FLSA Section 7(k) in order that regularly scheduled hours of work do not constitute overtime recognized under application of standard workweek overtime computations.
- (d) **12-Hour Police Patrol Shift**

The City will utilize a partial overtime FLSA 7(k) exemption with a 28-day work cycle for patrol officers working a rolling 4-12 shift commencing on July 5, 2020. Patrol officers work schedules existing prior to that date will continue in effect until the 28-day work cycle commences. In the event the Department elects to resume the 7-12 work schedule in effect prior to commencement of the rolling 4-12 shift by providing thirty (30) days written notice as set forth in Subsection i below, the same partial overtime FLSA 7(k) exemption will apply with overtime paid for the first two (2) weeks of the

28-day work cycle and the overtime paid for the second two (2) weeks of the work cycle as set forth in Article 13, Section 1 (a).

The following rules apply to the utilization of the 28-day cycle FLSA 7(k) exemption:

- i. With thirty (30) calendar days' written notice to the Association, the City may unilaterally initiate or discontinue the 12-Hour Patrol Work Shift Schedule and revert to one of the schedules set forth in Section 1 (a) above or another schedule if that schedule is agreed upon between the City and Association.
- ii. Under the rolling 4-12 work schedule patrol officers will work ninety-six (96) hours in one pay period and seventy-two (72) hours the other pay period in each 28-day work cycle for a total of one hundred sixty eight (168) hours. Such employees shall accrue eight (8) hours Compensatory Day Off (CDO) leave during the pay period they are working ninety-six (96) hour pay period in lieu of pay for working the eight (8) hours more than those who are not working a 4-12 schedule. When officers work a seventy-two (72) hour pay period, they will be paid for the seventy-two (72) hours, plus an additional eight (8) hours from their pay stabilization bank in accordance with Article 13.1(a).
- iii. The only exception to this is during rollover at which time the City will try but may not be able to provide four (4) consecutive days off in the employee's schedule and reserves the right to unilaterally adjust the work schedules and days off of employees on an individual basis with a minimum of 14-days' notice as set forth in Article 12.3 in order to avoid incurring overtime. However, in lieu of this right, the City will ensure that each employee is scheduled for the same number of hours as he/she would have been scheduled to work if the rollover had not occurred during the 28-day cycle that encompasses the rollover.
- iv. If the employee is on workers compensation leave, light duty, an approved medical leave or FMLA/OFLA leave for one (1) day or more, the employee's schedule may default to an eight (8) hour day/five (5) day schedule, not to exceed eighty (80) hours per pay period, at the Chief's discretion.
- v. Employees may accumulate and carry up to sixty (60) hours of CDO time before they will be required to use it. It is the employee's responsibility to use CDO in lieu of vacation time or request CDO time off at least twenty-eight (28) days before the maximum is reached. If the employee requests CDO time off and it is denied, the employee shall submit a second request for CDO time off within the next fourteen (14) days. If CDO off time is not requested or if it is

denied, the City will reschedule time off for the employee to keep the accrued time under sixty (60) hours.

- vi. Employees shall be eligible for overtime pay in accordance with Article 13, Section 1 (a).

Section 2. Workday

A day for employees is defined as a twenty-four (24) hour period, commencing at the beginning of the employees' scheduled shift. Each shift shall have regular starting and quitting times.

Section 3. Fourteen Days' Notice.

Work schedules shall be posted at least fourteen (14) days in advance and shall not be changed with less than fourteen (14) days' advance written notice. Shift changes that occur without fourteen (14) days' prior notification will be subject to the overtime requirements of Article 13. The overtime liability shall be limited to those hours of the first two (2) days of any shift change that fall outside the employee's previously scheduled work hours. However, if a shift change without the fourteen (14)-day prior notification is the result of an industrial accident, or a termination, or for other reasons which the City could not reasonably have anticipated and which are likely to result in an absence of two (2) shifts or more, the schedule change shall for purposes of overtime payment be treated as though the fourteen (14) day prior written notification had been given.

Section 4. Shift Adjustment.

To provide employees with the maximum amount of time to schedule their personal lives and to give the City flexibility to deal with staffing changes, Section 3 of this Article can be used to adjust shifts and days off to maintain adequate staffing for unforeseeable vacancies/absences, such as resignation and discharge. If a situation arises and a change of assignment is required, the City will use reverse seniority when determining which officers will be assigned to new shifts. This is not intended for the purpose of covering planned time off and does not relieve the City of paying overtime pursuant to Article 13.

Section 5. Shift Rotation.

- (a) Regular shift rotations shall occur quarterly (four (4)) times per calendar year) for officers who are assigned to patrol, as set forth in Section 7, below. "Calendar year" is defined as the mid-December rotation through the next year's mid-December rotation. Shift rotation shall be conducted in such a manner so as to coincide with the change of academic quarters at area educational institutions as closely as possible, subject to such shift changes as may occur under the provision of Section 3 of this Article.
- (b) Officers must work a minimum of one (1) day shift (0600-1800) and one (1) night shift (1800-0600) position every one (1) calendar year. Officers may

not select the same shift on consecutive rotations. Shifts are designated as Shifts A, B (Dayshift) and Shifts C, D (Nightshift).

- (c) In some cases, the least senior officer(s) may not be held to the one (1) day shift/one (1) night shift requirement if, during the one (1) year period, there are no alternative shifts available when they bid.

Section 6. Shift Trades.

- (a) The trading of a shift up to three (3) days may be approved by the Chief of Police or designee when both employees affected have submitted a signed Shift Trade Request form to the Chief at least one (1) calendar week in advance of the proposed trade. If the Chief of Police or designee determine that exigent circumstances exist, a trade in excess of three (3) days may be approved. All proposed shift trades documented on the form shall include provision for a reciprocal trade with an assigned date that is within thirty (30) days from the proposed initial trade. In no case may an employee pay back a trade on a workday if the scheduled shift and the payback hours combine to greater than twelve (12).
- (b) The time records shall reflect hours of work regularly scheduled by the participants in the trade, each of whom shall be paid accordingly. A “shift trade” notation will be made in the comment section of the timekeeping system to signal that a Shift Trade Request form exists reflecting the actual time worked. Voluntary shift trades do not affect hours of work in accordance with the FLSA. If a trade participant works hours in excess of the traded shift on the same workday, such hours shall be paid at the overtime rate to the employee who performed the overtime work. Arrangements related to the payback of a trade are the sole responsibility of the trade participants and the City shall bear no responsibility for a failure to pay back. Once a trade is approved by the Chief of Police, the employee who agrees to trade assumes full responsibility to work the shift and is expected to fulfill the trade obligation.
- (c)** Trade and payback scenarios shall not involve more than two trade participants.
- (d) A trade of a shift acquired by trade shall not be permitted.

Section 7. Shift Bidding for Officers.

- (a) Shift assignments will be determined through seniority bidding.
- (b) Bidding will occur once per calendar year starting with the shift in December and begin no less than six (6) months before the next rotation. Officers will have two (2) working shifts to utilize their seniority shift bids. After the time expires, officers who have not bid will forfeit their seniority to the next person or persons on the seniority list. Officers who do not bid and passed their

seniority right to do so, will not get another two (2) shifts to make a decision, it will immediately move to the next person on the list. After passing on seniority, the officer may bid at any time but may not bump anyone who has already bid. Potentially, the longer a person waits, the lower their seniority will drop. Once an officer has bid, he or she may not change or move his or her bid.

- (c) Probationary officers assigned to an FTO do not have bidding rights.
- (d) Probationary officers who reach solo status may or may not exercise their seniority rights in shift bidding subject to management discretion and depending on performance and need for further development or more experience on specific shifts.
- (e) Vacation rights exercised during the January sign-up per Article 16, Section 2 will be honored regardless of schedule bid process.
- (f) If an officer is on an approved leave with an unknown return to work date at the time his/her new shift would commence, the officer will not bid a shift. If the officer returns to regular full duty during the shift rotation that he/she did not bid, the officer shall fill a vacant shift based on department need. If the City decides to fill either or all shifts based on need, officers will be assigned by classification, then seniority.

Section 8. Shift Bidding for 9-1-1 dispatchers.

- (a) During the month of December, in order of classification seniority, each full-time regular employee has a seventy-two (72) hour period within which to pick four (4) shifts for the year starting with the March rotation.
- (b) Each 9-1-1 dispatcher has to pick at least two (2) different shifts for the year. Example: 9-1-1 dispatcher #1 picks three (3) consecutive weekend graveyard shifts and then picks a weekday graveyard shift.
- (c) After the shift bid process is complete, the Association will meet with management to come up with a rollover plan for the year. The goal will be to devise a rollover plan that does not require overtime and the parties will collaborate to that end. However, if shift vacancies remain during a scheduled rollover week, overtime may be necessary pursuant to Article 13.
- (d) Probationary 9-1-1 dispatchers assigned to an FTO do not have bidding rights.
- (e) Part-time 9-1-1 dispatchers will bid for part-time shifts at the same time as full-time 9-1-1 dispatchers.
- (f) If a 9-1-1 dispatcher is on an approved leave with an unknown return to work date at the time his/her new shift would commence, the 9-1-1

dispatcher will not bid a shift. If the 9-1-1 dispatcher returns to regular full duty during the shift rotation that he/she did not bid, the 9-1-1 dispatcher shall fill a vacant shift based on department need. If the City decides to fill either or all shifts based on need, 9-1-1 dispatchers will be assigned by classification, then seniority.

Section 9. SRO Shift Bidding.

The School Resource Officer (SRO) position is not subject to shift bidding during the school year. The employee assigned to that position is not required to fulfill the rotation mandate for the June to September sign-up. The employee assigned to the SRO position may use seniority to bid available shifts during the June to September rotation.

Section 10. Meals and Rest Periods.

Police Officers, 9-1-1 dispatchers and other police department employees who are subject to call throughout their hours of work will be entitled to a thirty (30) minute paid meal period during each full shift. The nature of the work for these employees is such that a full and complete meal period may not always be accomplished as they are required to be available at all times during their shift. 9-1-1 dispatchers and other employees who are required to maintain availability to call will remain available at the radio console or in the police department duty area during their meal period unless other qualified personnel are available for relief. Qualified personnel when available shall be scheduled on a daily basis to relieve a 9-1-1 dispatcher for lunch. Normally, lunch breaks shall occur between the fourth and five hour unless qualified relief personnel are unavailable due to call load. When relieved, the 9-1-1 dispatcher will remain available for immediate return to the workstation. The preceding relief provisions shall only apply to shifts where more than one 9-1-1 dispatcher is on assigned duty.

Police Officers and 9-1-1 dispatchers and other police department employees who are subject to call throughout the employees' hours of work will be entitled to a fifteen (15) minute paid rest period during each half (1/2) shift as approved by the City. The nature of the work for these employees is such that a full and complete rest period may not always be accomplished as they are required to be available at all times during their shift. 9-1-1 dispatchers and other police employees subject to call will remain at the radio console or available in the police department duty area during their rest period unless other qualified personnel are readily available for relief. Even if relieved, the 9-1-1 dispatcher will remain available for immediate return to the workstation.

Employees scheduled to work a twelve (12) hour shift may take three (3) paid fifteen (15) minute rest periods during each one-third (1/3) shift. All meal and rest periods shall be "on duty" and taken only as operational requirements permit.

Section 11. Rollover and Daylight Savings Transition.

Employees who work fewer hours than those regularly assigned shall be paid a regular salary for the affected rollover workweeks or work periods and the difference shall be charged to the employee's vacation balance unless the time is actually worked with

supervisor approval. Should an employee have insufficient vacation, holiday or CDO accrual, the difference shall be unpaid.

ARTICLE 13 – OVERTIME

Section 1. Rate of Pay.

- (a) All employees on a five (5) day workweek who are required and authorized to work beyond forty (40) hours per week or eight (8) hours per shift; all employees on a four (4) day workweek (if a four (4) day workweek is adopted) who are required and authorized to work beyond forty (40) hours per week or ten (10) hours per shift and all employees on a schedule of seven (7) twelve (12) hour days in a two (2) week period (if this work schedule is resumed) who are required and authorized to work beyond eighty-four (84) hours in that two (2) week period or twelve (12) hours in a day shall be eligible for overtime pay at one and one-half (1 ½) times their regular rate of pay which includes any incentive and longevity pay.

Patrol officers who are working rolling 4-12 shifts on a 28-day work cycle and are required and authorized to work beyond twelve (12) hours per shift or one hundred and sixty-eight (168) hours in a work cycle shall be eligible for overtime pay at one and one-half (1 ½) times their regular rate which includes any incentive and longevity pay. When patrol officers work a ninety-six (96) pay period, they will be paid for eighty (80) hours and the City will put eight (8) hours into their Comp Day Bank and another eight (8) hours into a pay stabilization bank. When officers work a seventy-two (72) hour pay period, they will be paid for the seventy-two (72) hours, plus an additional eight (8) hours from their pay stabilization bank. In the event an employee separates from employment, any amount remaining to be paid or overpaid will be included or deducted from the employee's final paycheck.

In the event the Department resumes the 7-12 hour days in a two (2) week period schedule, the Department will also resume the practice of putting four (4) hours into the Comp Day Bank of patrol officers for each 2-week period they work this schedule.

Overtime hours shall be paid and computed to the nearest one-quarter (1/4) hour no later than the pay period in which the overtime is due according to the payroll calendar. Hours worked as overtime will be listed on the employee's pay stub. In no event shall overtime compensation be received twice for the same hours.

Section 2. Call Out & Telephone Calls.

- (a) “Call out” is defined as an occasion where an employee has been released from duty and is called back to work more than two (2) hours prior to his/her normal starting time. An employee who is called out, including court and any education or training required by the City where any employee is not given time off from his/her regular work shift, shall be compensated for a minimum of three (3) hours at the overtime rate. A telephone call is not a call out unless the recipient is asked to respond to a different location.
- (b) Work-related telephone calls of seven (7) minutes or longer shall be compensated at one-quarter (1/4) hour of overtime pay per phone call. It is the intent of the parties to comply with FLSA quarter hour rounding rules, and phone calls of less than seven (7) minutes are *de minimis* time and not compensable. If a phone call to an off-duty employee exceeds thirty (30) minutes, the employee shall be compensated for a call out subject to the minimum stated in this article and section.

Section 3. On Call.

- (a) If an employee is required to leave a phone number where the employee can be reached or is provided a cell phone, the employee will be considered “on call” and the free to engage in activities throughout the local area within cell phone range and a response time of thirty (30) minutes. On-call time is not compensable as hours of work.
- (b) The City may advise employees of possible call-in requirements in advance, at which time the employee shall have the option of agreeing to remain available for possible future call-in or declining all call-in and consequent prospective overtime at the time of first contact from the City for that particular period and/or occasion.
- (c) If the City requires an employee to remain accessible by cell phone for possible immediate dispatch, the City shall compensate the employee at four (4) hours pay at the base rate of pay.

Section 4. Paid Time Off.

All paid time off, including vacations, holidays and sick leave, shall be considered to have been hours worked for purposes of computation of overtime hours worked.

Section 5. Overtime Scheduling.

For purposes of this section a “qualified employee” is a paid, regular employee in the same job classification.

- (a) Overtime shifts that are known to exist seventy-two (72) hours or less before the overtime shift is scheduled to begin, shall be offered to all “qualified

employees” on a classification seniority basis, who are not already scheduled to work within a ten (10) hour period before or after the overtime shift. Overtime will be offered by calling or texting contact numbers posted in dispatch. If there is no contact, a message will be left (if possible) and the caller will move on to the next senior employee. If the most senior employee is unavailable, the first person to return the call or answer the call and accept the overtime offer will be chosen in order to cover the shift in a timely manner.

- (b) Overtime shifts that are known to exist seventy-two (72) hours or more before the overtime shift is scheduled to begin, shall be posted and offered to all “qualified employees” on a classification seniority basis who are not already scheduled to work within a ten (10) hour period before or after the overtime shift. The posted signup shall include the date, time and with sufficient room for several “qualified employees” to sign. The Scheduling Sergeant or the Sergeant’s designee will review the signup list, determine who the most senior qualified employee is and then notify that employee of the impending overtime.
- (c) When an overtime opportunity is made available, the qualified classification(s) will be designated.
- (d) If no “qualified employee” within the police officer classification accepts the overtime shift, the Chief of Police or the Chief’s designee may mandate any qualified employee to work the overtime shift if a sergeant will not volunteer to work the shift.
- (e) In no event will an employee be mandated to work on his/her Friday or on a scheduled day off if pre-planned, approved vacation is scheduled the next day or on the prior day.
- (f) Employees who have worked more than forty (40) overtime hours in the current pay period, are not eligible to sign up for voluntary overtime, unless pre-approved by the Chief of Police.
- (g) Employees who sign up for an overtime shift and subsequently remove their names(s) after the posted "pull-date" for the sign-up sheet are responsible for finding a replacement for the shift. If no substitute can be found, the employee is required to work the overtime shift for which he or she signed up.
- (h) When an overtime opportunity becomes open in any increment of up to three (3) hours, the overtime opportunity can be filled by requiring an on-duty employee to remain on-duty or that an employee scheduled on the upcoming shift arrive early, on a classification seniority basis.

- (i) The Chief of Police has the management right to decline filling extra shifts that are grant funded. All other overtime opportunities (e.g. Seafood and Wine Festival) will be filled consistent with the current practice.
- (j) The overtime call in procedure which sets forth directives on mandate lists for overtime coverage is set forth in General Order 19-04, which is attached to this Agreement as Appendix B.

ARTICLE 14 - SICK LEAVE

Section 1. Accrual.

- (a) All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of three and sixty-nine one-hundredths (3.69) hours for each pay period of service for full-time employees for a total of up to ninety-six (96) hours per year. For part-time employees, sick leave shall accrue at the rate of one and eighty-five one-hundredths (1.85) per pay period of service, regardless of actual hours worked, for a total of up to forty-eight (48) hours per year.
- (b) Sick leave accumulated prior to the execution of this Agreement shall be credited to each employee's accumulated sick leave.
- (c) Unused sick leave shall accrue to a maximum of two thousand (2000) hours.

Section 2. Utilization.

Sick leave shall be granted to employees when they are unable to perform their duties as a result of sickness, injury, dental or medical examination or treatment or quarantine by a County Health Officer (or Health Care Provider's (HCP's) order as result of exposure to a contagious disease), or to care for an immediate family member's medical condition as defined under state or federal law and for other absences in which use of accrued sick leave is mandated by federal or state law.

Section 3. Immediate Family.

"Family member" means the eligible employee's husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster child, Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; any step relationship in the previously listed categories; parent-in-law or a person with whom the employee was or is in a relationship of *in loco parentis*; and the employee's biological, adoptive or foster parent or child; and any relative by blood or marriage residing in the employee's household.

Section 4. Health Care Practitioner Verification.

Any employee who does not work on account of sickness for a consecutive period in excess of three (3) shifts may be required to present his/her supervisor or department head with a signed statement from his/her HCP or attending qualified personnel, certifying to his/her inability to perform his/her duties. A copy of the appropriate HCP insurance form completed by the HCP shall constitute adequate verification of illness unless the employee was advised at or before the time he/she notified the City of illness of a requirement for more detailed information.

The City may require an employee to undergo a medical evaluation at City expense, i.e. with the City paying for evaluation costs not covered by insurance, when it has a good faith concern that the employee cannot safely perform the essential duties of his/her job or would pose a direct threat to their safety or the safety of another if allowed to continue working.

Section 5. Workers' Compensation.

- (a) Any illness or injury for which the employee does or should qualify for time loss payments from the Workers' Compensation Fund shall not qualify for use of paid sick leave benefits except for a period of up to ninety (90) days during the first six (6) months following the injury. Within that time, the employee may supplement workers compensation time loss payments with his/her own accrued sick leave benefits in the amount necessary to bring the employee's pay to the full amount of the employee's net average weekly wage at the time of injury. The gross average weekly wage calculation on the form 801 includes all forms of pay (regular, overtime and incentive pay) during the previous year. The City will use the same process to calculate the net average weekly wage in the application of this section.
- (b) If time loss benefit eligibility is subject to a three (3) day waiting period, the employee shall qualify for sick leave benefits for the first three (3) calendar days thereof.
- (c) During the first three (3) months of any time loss injury or until the employee receives a permanent disability award, whichever shall occur first, the City shall continue to provide medical, dental, prescription and life insurance benefits just as though the employee were working.
- (d) PERS will not accept contributions on time loss benefits. Employees on workers compensation time loss that exceeds six (6) months will receive Employer paid discretionary contributions to the City IRC Section 457b deferred compensation plan in which the employee has elected to participate, if any, computed in an amount that equates to the PERS contributions that would have been made on the employee's behalf had the employee received eligible W-2 wages during the period; provided however

that this benefit shall not be interpreted or applied in a way impermissible or inconsistent with the City deferred compensation plan terms or the Internal Revenue Code. In no event will such a contribution be paid in an amount in excess of the W-2 wages paid to the employee during the calendar/tax year.

- (e) The City may use accrued sick or vacation leave to cover the employee's share of all benefit premiums as well as Association dues during the period of workers' compensation leave. Deferred compensation contributions elected by an employee may not be funded with use of vacation or sick leave accruals during a period of workers compensation time loss.
- (f) Employees who are returned to work on light duty are obligated to perform any light duty work offered to them by the City, provided that they are qualified for the work and that it meets the limitations set forth by their HCP. Efforts will be made to accommodate in order to assign work in the Police Department whenever possible.

Section 6. Unused Sick Leave Incentive Contribution.

Employees will be compensated for the employee's unused sick leave balance as described in this section upon retirement or layoff as hereinafter provided.

For the benefit of employees who participate in one of the City's deferred compensation plans and have completed ten (10) or more years of uninterrupted bargaining unit service and who are laid off under the lay-off terms of this Agreement or retire from the City, such employee may elect:

- (a) And the City shall make a Section 457 discretionary contribution the amount of which shall be subject to the limitations fixed by the IRS for the year of the employee's separation event. If the employee is eligible for PERS fold-in, only hours in excess of those applicable for PERS fold-in purposes shall be considered for sick leave deferred compensation contribution purposes. The value of the unused sick leave balance subject to this section will be computed based upon twenty five percent (25%) of the value of unused sick leave hours in excess of one thousand (1,000) hours times the employee's base rate of pay during the last month of employment.
- (b) Or, to receive a cash payment in the amount described in subsection (a) of this section subject to the limitations of subsection (a).

Section 7. Sick Leave Abuse.

Appropriate disciplinary action for the misuse of sick leave may be imposed. The parties recognize that the ability of an employee to attend work regularly is a job requirement.

ARTICLE 15 – HOLIDAY

Section 1. Accrual.

All regular full-time employees accrue three and sixty-nine one-hundredths (3.69) hours of floating holiday leave per pay period for a total of up to ninety-six (96) hours per year. For part-time employees, holiday leave shall accrue at the rate of one and eight-five one-hundredths (1.85) per pay period of service, regardless of actual hours worked, for a total of up to forty-eight (48) hours per year.

Section 2. Cash-Out.

All such holiday time shall be combined with the employee's vacation account for purposes of maximum accumulation and cash-out pursuant to Article 16, Sections 4 and 5 unless taken as time off.

Section 3. Day Off or Pay Option.

Employees may take holiday time off on a floating holiday basis or be paid holiday pay on the recognized holiday if that day is taken off with previous approval of the Chief.

Section 4. Veterans Day.

An employee who is a veteran as defined in ORS 408.225 will be provided with an unpaid day off for Veterans Day if the employee would otherwise be required to work that day and if doing so would not cause significant economic or operational disruption or undue hardship to the department.

- (a) The employee must provide at least twenty-one (21) calendar days' notice that he/she intends to take time off for Veterans Day.
- (b) The City will notify the employee whether he/she will be granted Veterans Day off at least fourteen (14) calendar days before Veterans Day.
- (c) The employee must provide proof of veteran status upon request.

The employee may elect to use his/her accrued holiday, vacation or CDO in lieu of taking Veterans Day unpaid.

ARTICLE 16 - VACATIONS

Section 1. Accrual.

Regular full-time employees shall accrue vacation time on each of the City's twenty-six (26) pay periods in accordance with the following schedule:

<u>Service</u>	<u>Accrual Rate</u>
At the completion of 12 months of service	80 hours per year (3.08 hours/pay period)
Second year (13th month) through fourth year (48th month)	96 hours per year (3.69 hours/pay period)
Fifth year (49th month) through ninth year (108th month)	136 hours per year (5.23 hours/pay period)
Tenth year (109th month) through fourteenth year (168th month)	160 hours per year (6.15 hours/pay period)
Fifteenth year (169th month) through twentieth year (240 th month)	200 hours per year (7.69 hours/pay period)
Twenty first (21 st) year through twenty-fifth (25 th) year	208 hours per year (8.0 hours per pay period)
Twenty fifth (25 th) year and after	232 hours per year (8.923 hours per pay period)

For part-time employees, paid leave shall accrue at one-half (1/2) of the above rates regardless of actual hours worked.

Section 2. Utilization.

- (a) The City shall have the right to restrict the number of employees, either in the department as a whole or by classification within the department, who may be on vacation at one time. However, such restriction shall normally allow at least one (1) employee per shift within patrol and one (1) per twenty-four (24) hour/calendar day for dispatch to be off at any one time.
- (b) During the month of January, employees shall be allowed to schedule vacations of one (1) week or more for the remainder of the calendar year. Employees will be allowed to bid for vacation so long as they will have the necessary accrued hours at the conclusion of the pay period within which the requested days off occur. It is the responsibility of the bidding employee to make sure that he/she has the necessary hours at the time the requested days off occur.

- (c) Duplicate requests shall be resolved by seniority. Seniority may be exercised by an employee only once per calendar year. January seniority bid vacations are guaranteed once set and approved and will not be cancelled or otherwise adjusted by the City or shift bidding.
- (d) Subsequent to the January scheduling process, vacation requests shall be considered on a first-come, first-served basis as follows:
 - i. Employees can request a block of time of one (1) shift or more on a first-come first-served basis up to five (5) times per calendar year. Such requests must be made at least thirty (30) days in advance of the time off. The City shall respond to such requests in writing within thirty (30) days of the date(s) off.
 - ii. Employees can request additional time off within thirty (30) days of the requested date(s). Such requests shall also be granted on a first-come, first-served basis. The City shall respond to such requests in writing within five (5) days of the requested date(s) off.
- (e) The Chief of Police and the Union President will meet each December to set calendar block for the following year, with the caveat that additional days may be blocked due to unforeseen events.

Section 3. Vacation Cancellation.

If an employee's scheduled vacation is canceled without consent of the affected employee because of an emergency, the City shall reimburse the employee for all actual non-recoverable deposits and other expenses of the employee and his/her immediate family because of reliance on the scheduled vacation period. Employees shall, upon management's request, provide verification of the amount of non-refundable deposits and expenses incurred due to the cancellation of a vacation. The foregoing shall not prevent the City from requesting and the employee from agreeing to a change in the dates of a previously approved vacation where such is mutually agreeable without the payment of deposits as provided for above. The City shall not be held responsible for any vacation reimbursement due to cancellation of an employee's scheduled vacation that results from Court scheduling other than Municipal Court.

Section 4. Maximum Accumulation and Cash-Out.

Employees are encouraged to take vacation to promote health and wellness. Employees shall be allowed to carry three hundred twenty (320) hours and cash-out the following number of hours of accrued vacation and holiday leave provided that the employee has used a minimum of eighty (80) hours for employees working an eight (8) or ten (10) hour shift and eighty-four (84) hours for employees working a twelve (12) hour shift during the current fiscal year:

- (a) 2017-2018: Eighty (80) hours maximum cash-out.

- (b) 2018-2019: Eighty (80) hours maximum cash-out.
- (c) 2019-2020: Eighty (80) hours maximum cash-out.

Accrued vacation and holiday leave in excess of three hundred twenty (320) hours shall be cashed-out at the employee's base pay rate in effect on June 30th, at the start of the new fiscal year. Vacation and holiday accrued above the maximum accumulation and the cash-out limit will be lost.

Section 5. Cash-Out.

Upon termination or resignation (or death) of employment with the City, the employee shall be paid a lump sum for all accrued vacation that he/she has earned prior to the termination at the employee's current base pay rate. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary is due the decedent at the employee's current base pay rate.

At the time an employee is entitled to vacation cash-out under this section, the employee may elect to defer payment of the full value of the vacation balance or the amount permissible under the IRS regulations and tax code, whichever is greater, taking into account total contributions to the plan during the year including the value of sick leave contributed, if any, to the employee's deferred contribution plan account.

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. Temporary Disability.

If an ill or injured employee has exhausted all available sick leave and vacation leave and is still unable to return to employment, the employee shall be granted a non-paid disability leave of up to ninety (90) days, upon application supported by a statement or report from the attending HCP regarding the nature of the disability, the prognosis for recovery and a certification from the HCP of the likelihood of the ability of the employee to return to active employment. Availability of this temporary leave of absence does not preclude the use of FMLA or OFLA protected leave, is intended to work in conjunction with these laws and shall not provide an entitlement to extend statutory protected leave.

Section 2 Educational Leave.

Upon the written request of an employee, the Chief of Police may, in writing, grant the employee a leave of absence without pay for a period not to exceed three (3) months. Such leave shall be for the purpose of allowing the employee to gain additional education in an area directly related to his/her current or prospective future assignment with the City and shall only be granted if adequate replacements are available.

Section 3. Bereavement Leave.

Bereavement leave with pay shall be granted to an employee in the event of death in his/her immediate family. "Immediate family" for the purposes of bereavement leave is as this term is defined in Article 14, section 3 of this Agreement relating to sick leave. Bereavement leave shall be granted for up to three (3) work shifts for a death or funeral within Oregon or up to five (5) work shifts for a death or funeral outside of Oregon. Bereavement leave under this section runs consecutive to the bereavement leave pursuant to the Oregon Family Leave Act (OFLA).

Section 4. Other Leaves.

All other leaves will be covered by the City's Family and Medical Leave and Other Leaves of Absence and Equal Employment Opportunity and Anti-Harassment policies.

ARTICLE 18 - OUTSIDE EMPLOYMENT

Section 1. Requests for Outside Employment.

Employees wishing to engage in off-duty employment with another employer or self-employment must submit a written request to the City prior to doing so. Such written request shall specify the name of the prospective employer, the job title of the position, a description of the nature of the work to be performed and anticipated hours of employment.

Section 2. Approval and Denial of Requests.

Upon receipt of such request, the City shall have the right to contact the prospective employer to independently determine the nature of the employment being considered. Employees who are serving their probationary period are not entitled to engage in secondary employment or volunteer work. The City shall not deny the right to engage in outside employment to employees who have completed their probationary period unless there is an actual or a potential conflict of interest or the appearance of same or such employment would affect the performance of their work duties or interfere with the employee's work schedule or availability for overtime assignments, taking the below factors into consideration. Requests for outside employment will not be unreasonably denied.

- (a) Whether the employee's or overall Department effectiveness would or might be impaired as a result of the public's knowledge of the nature of the outside employment.
- (b) Employment of a police officer, senior police officer or detective in any law enforcement or quasi-law enforcement capacity, such as security guard, crowd and/or traffic control, by an employer other than the City shall be

specifically prohibited. Such employment shall be contracted through the City, and the employees involved shall be subject to the City chain of command and the provisions of this Agreement.

- (c) Work in an establishment where the sale of alcohol or marijuana is the primary business is prohibited. Work in an establishment where any illegal activity, as defined by law or where the proceeds of any illegal activity are kept is prohibited.
- (d) Off-duty employment will not interfere with an officer's normal scheduled duty hours or take preference over extra duty required by the Department.
- (e) Off-duty employment will not cause an employee to be physically or mentally deficient when reporting for scheduled duty hours.

Section 3. Other Restrictions.

The fact that an employee is engaged in outside employment shall not be construed in any manner as to give that employee preference over other employees in the scheduling of overtime, call-out, shift changes or any other condition of employment.

The use of Departmentally issued equipment for an off-duty job or self-employment is prohibited.

Off-duty employment may not be performed while an officer is off duty due to illness, injury, or on light-duty status, if such employment could worsen the employee's medical condition or delay the return to work or return from light duty to regular status.

Employees who have been approved for outside employment are responsible for reporting material changes in such employment, including increases in hours of work. The City reserves the right to revoke permission for outside employment or self-employment if it is later determined that such employment does not satisfy the standards set forth in Section 2, above.

ARTICLE 19 - UNIFORMS/CLEANING/EQUIPMENT ALLOWANCE

Section 1. Application.

If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or protective device; shall be furnished to the employee by the City.

Section 2. Clothing Allowance.

Detectives who are not required to wear a uniform will be paid an annual clothing and cleaning allowance of one hundred twenty-five dollars (\$125.00) per month (\$1500.00 per

year) to be apportioned in equal installments of \$62.50 in each of twenty-four (24) pay periods as W-2 wages subject to withholding. Such amount does not increase the hourly rate of pay.

Section 3. Uniform Cleaning.

- (a) Officers: The City shall arrange for laundry service so as to provide up to fifteen (15) laundered and pressed officer uniforms per month at no expense to the officer. Such uniforms shall also be repaired and altered as required, and jackets shall be cleaned as required at no cost to the employee.
- (b) Detectives: The City shall arrange for laundry service so as to provide laundered and pressed officer uniforms once per month at no expense to the detective.
- (c) Code Enforcement Officer. The City shall clean the jacket of the Code Enforcement Officer as required at no cost to the employee.

Section 4. No Uniform.

Any employee who is not required to wear a uniform will be allowed to wear the clothing of their choice within departmental dress codes and City personnel rules and regulations.

Section 5. Equipment.

When an employee is issued equipment such as flashlight, duty wear, badges, etc. they are responsible for the care of such equipment. If such equipment is lost as the result of carelessness or neglect, that employee could be responsible for the replacement cost of lost equipment.

Section 6. Footwear Allowance.

Uniformed officers and the Code Enforcement Officer shall receive a reimbursement up to two hundred fifty dollars (\$250) every twenty-four (24) months for the purchase of any number of pairs of safety footwear, as approved by the Chief of Police.

Detectives shall receive a reimbursement up to two hundred fifty dollars (\$250) every thirty-six (36) months for the purchase of any number of pairs of safety footwear, as approved by the Chief of Police.

In the event that footwear becomes damaged to the point of being unusable due to exposures at work, an officer or detective may be approved to purchase an additional pair of safety footwear and receive reimbursement at the Chief's discretion.

ARTICLE 20 - WORK OUT OF CLASSIFICATION

When an employee is assigned in writing by the Chief of Police or designee to perform the job of an employee in a higher paying job classification for a period forty (40) consecutive working hours or more, that employee will be paid an out of class premium of five percent (5%) computed based upon the employee's regular base wage rate during the period and for so long as the employee is so-assigned to perform increased responsibilities. Premium pay for working out of classification shall be computed and applied on an hourly basis.

ARTICLE 21 - HEALTH AND WELFARE

Section 1. Health and Welfare Benefits.

(a) Medical and Vision Insurance:

All full- or part-time regular employees covered by this Agreement be covered under City County Insurance Services (CIS) Employee Services Benefits (EBS) Trust Regence BlueCross BlueShield of Oregon (Regence) Co-Pay Plan A including the hearing aid benefit and alternative care – copay plan riders. All full and part-time employees enrolled in Co-Pay Plan A will be eligible for vision coverage under Vision Service Plan A (VSP 12/12/24).

(b) Dental Insurance:

All full and part-time employees covered by this Agreement will have the option to choose between Oregon Dental Service (ODS) Dental Plan III or the Willamette Dental Plan.

(c) Coverage of Dependents and Families:

All full-time employees covered under this Agreement will be eligible for the coverage, as stated above, for themselves and their dependent or family members. All part-time employees covered under this Agreement will be entitled only to the employee only coverage specified above. However, part-time employees may elect coverage for their dependent or family members as specified in 2.a below.

The parties acknowledge that they do not have control over the tier coverage structure or the plan year configuration of the insurance provider but do recognize the potential duty to bargain significant impacts by any such changes, should they occur.

Section 2. Payment of Premiums.

The City will pay the premium and will be reimbursed by the employee by payroll deduction for their portion as specified below. Payments are made by the City to the insurance carriers in the month prior to the coverage month.

- (a) To the extent that a part-time employee elects coverage for an eligible dependent or family member, the employee will reimburse the additional premium through payroll deduction.
- (b) Each employee who is enrolled in Co-Pay Plan A shall contribute ten percent (10%) of the full premium for his or her tier of coverage under that Plan.
- (c) The portion of the premium amount each employee will contribute for dental coverage will be ten and one-half percent (10.5%) each year regardless of which plan the employee elects.
- (d) All part-time bargaining unit employees shall be entitled to employee only coverage specified in Section 1 of this Article and shall reimburse a portion of the premium as specified in this Section. To the extent the employee wishes dependent or family coverage that is made available, the employee shall reimburse the additional premium through payroll deduction.
- (e) The City will maintain an IRC Section 125 plan so that the contribution payment by employees can be done by a pre-tax Section 125 plan payment.
- (f) If any other full-time employee of the City contributes less for full family health insurance coverage than the contribution amount set forth above, the Association shall have the option to re-open Article 21.

Section 3. Life Insurance.

The City shall maintain, without cost a fifty thousand dollar (\$50,000) fully paid group term life insurance policy for each employee covered under this Agreement and a ten thousand dollar (\$10,000) statutory life insurance policy for all sworn employees, as required by ORS 243.015.

Section 4. Liability Insurance.

Employees shall continue to be covered by the City's liability insurance program while acting as employees of the City.

Section 5. Long-Term Disability.

The City shall maintain a long-term disability program for all employees covered under this contract. Coverage will be at no cost to the employees and shall be equal to or better than the coverage enjoyed by the employees at the current time.

Section 6. Retirement.

Employees shall be enrolled in PERS and provided benefits to which they are entitled pursuant to law. The City shall continue to pick-up the employee contribution to the retirement system in addition to the employer contribution as provided for by law.

Section 7. Health Insurance Study Committee.

If the City establishes a Committee to study insurance rates or coverage, the Association shall be entitled to one (1) representative.

Section 8. PERS Sick Leave Fold-In.

Employees eligible for PERS Sick Leave Fold-In will continue to benefit from this PERS retirement plan benefit subject to PERS Regulations, law and employee elections.

Section 9. Fitness.

The City provides a membership for an employee and family members residing in the same household desiring to use facilities at the Lincoln City Community Center.

Section 10. Wellness Committee.

The City's Wellness Committee will be comprised of a blend of City and represented employees from each division, including at least one (1) from the Police Department. Each party will select its own representatives. The Wellness Committee will meet regularly and will engage in discussions and activities related to employee and family wellness with the goal of improving the health and wellness of the employee population and reducing the increase in insurance premiums that result from poor/declining experience ratings.

ARTICLE 22 – SALARIES

Section 1. Wages.

Employees shall be compensated in accordance with the provisions of the attached Appendix A (Salary Schedule). The rates specified in the Salary Schedule shall be the base pay for each employee. In addition, certain premium pay may be issued as specified below in Sections 7 (FTO), 8 (Incentive Pay) and 9 (Longevity).

Section 2. Cost of Living Adjustment (COLA).

Effective July 1, 2020, the wage scales for all employee classifications shall be increased by two percent (2%).

Section 3. Step Plan.

Employees shall be eligible for consideration for advancement through the steps upon completion of one (1) year of service and thereafter upon a satisfactory performance evaluation from the Chief of Police.

Section 4. New Hires.

An appointee to a new position shall receive the minimum base pay represented at the first step of the job classification or grade to which the position is allocated, except that:

- (a) In cases of unusual difficulty in filling this position or
- (b) When hiring personnel with prior experience, the City may cause the appointment to be made at a salary above the minimum.

Section 5. Promotion.

Upon promotion, for example to Sergeant, each employee will be placed at the step in the appropriate grade that is closest to the current pay but no less than a five percent (5%) increase.

Section 6. Senior Officer Status.

- (a) The parties agree that an officer with ten (10) or more years of experience with the Lincoln City Police Department who does not have an intermediate certificate and who lacks the academic credits required to obtain said certificate can request senior officer status. The officer may make a presentation to the Chief. The officer may have Association representation at said presentation.
- (b) Or, an officer with four (4) years of police experience, or which at least one (1) year must be with LCPD and who possess an Intermediate certificate from DPSST shall be made a Senior Officer upon written request to the Chief.
- (c) Police officers advancing to senior police officer shall be placed at the same step of the new grade.

Section 7. FTO Pay.

When assigned and working as an FTO, the officer will receive five percent (5%) of base pay for those hours worked with a trainee.

Section 8. Incentive Pay.

Incentive pay will be made up of three (3) opportunities for premium pay: certification pay, bilingual pay, and ORPAT pay.

(a) Certificate Pay:

- i. Employees with an Intermediate Certificate from DPSST shall receive an additional four percent (4%) of their base pay.
- ii. Employees with an Advanced Certificate from DPSST shall receive eight percent (8%) of their base pay.

(b) Bilingual Pay:

Effective upon execution of this agreement, all police employees who are directed to use bilingual (English/Spanish) skill in direct customer contact situations and who annually pass a City approved Spanish language test shall receive five percent (5%) of their base pay after the employee passes his/her first test.

(c) ORPAT Pay:

Sworn employees will maintain flexibility and physical fitness and may voluntarily take the ORPAT twice annually. The DPSST standards for ORPAT are five minutes and thirty seconds (5:30). The City will conduct the test every six (6) months thereafter. Sworn employees who pass the ORPAT with a time of five minutes and thirty seconds (5:30) or less shall receive an additional two percent (2%) of their base pay for that six (6) months and each one where a passing score is obtained thereafter. At any point that an employee is unable to pass the ORPAT, they will forfeit the two percent (2%) incentive pay until their next passing ORPAT score.

Section 9. Longevity.

All employees shall be eligible for longevity awards based on the following criteria:

- (a) Five (5) years' continuous employment – an additional one percent (1%) of base pay.
- (b) Ten (10) years' continuous employment – an additional two percent (2%) of base pay.
- (c) Fifteen (15) years' continuous employment – an additional three percent (3%) of base pay.
- (d) Twenty (20) years' continuous employment – an additional four percent (4%) of base pay.

Section 10. Detective/SRO.

The assignment of a police officer or senior police officer to duty as a detective or school resource officer (SRO) is a rotating assignment that can be reassigned at any time. During

the period of the assignment to the detective slot, the police officer or senior police officer so assigned will be compensated at the first step in that range which would be at a higher salary level and not less than five percent (5%). Upon reassignment from detective, the employee will revert to the former range at the step assignment then appropriate, giving consideration to the step increases the employee would have been eligible for at the former range during the period of duty as detective. Regular step increases shall be implemented on an employees' anniversary date.

Section 11. K-9 Officers.

Officers who are assigned to be K-9 Officers will be paid an additional five percent (5%) of base pay while serving in such assignments. The additional five percent (5%) is intended to compensate the K-9 Officer for the ordinary care and maintenance of their K-9. In addition, Officers assigned to be K-9 handlers will be allowed thirty (30) minutes per shift to engage in those activities on scheduled workdays.

Barring unforeseen circumstances, the City expects Officers assigned to be K-9 handlers to serve in their assignments for a minimum of five (5) years. K-9 handlers are required to reside within thirty (30) miles from the Lincoln City Police facility and be able to respond to call outs within thirty (30) minutes. Upon acceptance of a K-9 assignment an officer will care for the dog off-duty as a family pet/household member and accepts the additional five percent (5%) as payment for the care of the dog as provided for in the Wage and Hour rules of the U.S. Department of Labor.

The parties agree that commuting to and from work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. Officers serving

in K-9 assignments will not be entitled to a call back premium when duty concerns emergency care of their animal. Such time will be paid at straight-time or overtime, as applicable.

The City will provide the dog with food, medication, reasonable veterinary care, ordinary equipment, kennel and any other essential items associated with the care and maintenance of any City owned dog which has not been permanently retired. The City will also provide liability insurance for the actions of the dog.

The City will provide and maintain a take home vehicle for Officers serving in K-9 assignments. To avoid unnecessary overtime, the cleaning of the vehicle shall be done during regularly scheduled shifts, absent exigent circumstances.

In the event a City owned dog is permanently retired, the most recent K-9 officer shall have the option to purchase the K-9 from the City for one (1) dollar, as is. The purchase of the K-9 shall include an indemnification and hold harmless agreement which must be signed by the purchasing Officer releasing the City from all future liability or financial responsibility for the dog, including veterinary care, maintenance or other costs related to the future care of the dog. In the event more than one K-9 Officer has been assigned to the dog, the most recent officer serving in that assignment shall have first priority to

purchase the dog. If no prior K-9 Officer chooses to purchase the dog, the City has the option to euthanize the dog.

Section 12. Pay Day.

Employees will be paid every other week on Tuesday as set forth in the payroll calendar. If a pay day falls on a holiday, paychecks will be distributed on the last business day before the holiday. However, in order to facilitate the use of direct deposit via electronic funds transfer (EFT), the City and employees opting to use EFT will agree that employees' pay will be transferred via EFT in accordance with Federal law and each financial institution's EFT policies.

ARTICLE 23 - PERSONNEL FILES

Section 1. Review Files.

- (a) Each employee shall have the right with reasonable prior notice to review and request a copy of the contents of his/her personnel file. At his/her option, he/she may be accompanied by an Association representative of his/her choosing. For the purpose of employee review, the personnel file includes the City's medical file, and does not include all information and documentation compiled and considered in connection with the employee's recruitment, selection and employment by the City.
- (b) The employer shall not disclose the contents of personnel files except pursuant to Public Records Law, as otherwise required by law, in a legal proceeding or to a prospective employer as authorized in writing by the employee.

Section 2. Material Placed in File.

Material which can be construed as derogatory towards the employee shall be provided to the employee when placed in an employee's personnel file. Such documentation shall clearly state the intent to place it in the personnel file, by noting "cc personnel file." The employee shall be provided a copy of the document in hard copy and electronically.

Section 3. Right to Refute in Writing.

If an employee believes that there is material in his/her personnel record which is incorrect or derogatory, he/she shall be entitled to prepare, in writing, his/her explanation regarding the particular material, and this shall be included as part of the personnel record.

Section 4. Removal of Material.

Non-disciplinary letters of correction, warning, consultation, and admonishment may be retained in the supervisor's file for use in the performance evaluation. Verbal reprimands may be retained in the personnel file unless the original and all copies are removed at the employee's request. If there is no recurring performance issue, an employee may request removal of a verbal reprimand after twelve (12) months, and the records will be removed, unless the City finds that the particular record is timely and relevant to a current performance or discipline issue. Materials which are removed shall be maintained in a separate system of records not identifiable by name which may not be used to support greater discipline in the progressive discipline system, but which may be used to defend against legal claims and establish compliance with legal rights and obligations, consistency and the absence or presence of mitigating or extenuating circumstances. Other non-economic discipline is subject to removal in the same process and standards as verbal reprimands after twenty-four (24) months. Economic discipline, a last chance agreement, work plans, letters of commendation and other recognition shall be retained. Any document removed from an employee's personnel file shall be retained in a separate file for a minimum amount of time as required under the Oregon Public Records Retention laws.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Measures.

- (a) Disciplinary action for regular (non-probationary) employees shall be only for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:
 - 1. Verbal reprimand, which may be documented in writing;
 - 2. Written reprimand;
 - 3. Suspension without pay;
 - 4. Demotion;
 - 5. Discharge.
- (b) The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.
- (c) Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions, provided there is no reoccurring performance issue during that one (1) year period. Verbal reprimands are not subject to grievance beyond Step 2.

Section 2. Due Process.

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the discipline under consideration, and an opportunity to meet with the decision maker or his/her designee before a final decision is made. The City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

Section 3. Avoidance of Embarrassment.

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

Section 4. Association Representation in Interview and Discipline Process.

The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee, which could lead to discipline. In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose or be subject to disciplinary action for refusing to disclose statements made by the employee to the representative for purposes of representation.

Section 5. General Procedures.

- (a) **Potential Discipline Situations.** Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:
- i. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
 - ii. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the

City will provide a written statement of essential facts which would support any contemplated basis of discipline.

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

- iii. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- iv. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift.
- v. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. As soon as it is determined that the employee may be charged with a criminal offense, the employee will be informed of the employee's right to consult with criminal defense counsel with respect to the employee's charge.
- vi. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- vii. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview. The employee shall be given a copy of any written or recorded statement made by the employee in an interview before subsequent interviews in the same investigation.

- viii. The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be furnished to the employee and the Association. If the City or Association chooses to transcribe it, then the transcription will be provided to the other party.
 - ix. Interviews and investigations shall be concluded without unreasonable delay.
 - x. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within forty-five (45) days from the completion of the investigation that leads to discipline. If not, the employee will be exonerated of all charges.
- (b) **Use of Deadly Force Situations.** Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement. Investigations into the use of deadly force shall be conducted within the parameters of the Lincoln County Deadly Physical Force Plan in effect at the time.

Section 5 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 25 - GRIEVANCE PROCEDURE

Section 1. Procedure.

Any grievance dispute which may arise between the parties to this Agreement regarding the application, meaning, or interpretation of this Agreement shall be settled as set forth below:

- (a) When documents are delivered to the Association, they shall be delivered to the Association President or designee.
- (b) **Pre-Grievance Resolution Effort:** The parties are encouraged to discuss and resolve issues whenever possible prior to filling a Step 1 grievance.

Step 1: Supervisor. If the employee's supervisor took the action or was the decision-maker in the action that led to the grievance dispute (e.g. issued discipline), the employee or the Association shall, within fourteen (14) calendar days of either (a) the date of the occurrence of the alleged violation or (b) the date the employee should have made the discovery or (c) in matters concerning payment of monies or accrual of paid time off, the date of the employee's discovery thereof, submit the grievance to the employee's direct supervisor either verbally or in writing. The supervisor will meet with the employee to discuss the matter and respond in writing to the employee and his/her Association representative within fourteen (14) days following the receipt of the grievance.

Step 2: Chief of Police. If the employee's supervisor did not take the action or was not the decision-maker in the action that led to the grievance dispute or the grievance remains unsettled at Step 1, the employee or the Association shall within fourteen (14) calendar days of either (a) the date of the occurrence of the alleged violation, or (b) the date the employee should have made the discovery, or (c) in matters concerning payment of monies or accrual of paid time off the date of the employee's discovery thereof, submit the grievance in writing to the Chief of Police.

- (a) The specific action (or lack of action) taken by the City that is the cause of the grievance.
- (b) The specific provision(s) of this Agreement that the employee or the Association believes that the City has violated.
- (c) The action that the grievant believes that the City should take in order to correct the condition that is the cause of the grievance.
- (d) Written argument which supports why the Association feels the City violated a provision(s) of the contract.

The Chief of Police shall meet with the employee and Association and shall respond in writing to the employee and his/her Association representative within fourteen (14) calendar days following the meeting.

Step 3: City Manager. If the grievance still remains unsettled, the employee or the Association shall, within fourteen (14) calendar days after the reply of the Police Chief is due, submit the grievance to the City Manager. The City Manager will meet with the employee to discuss the issues, in an effort to assist in reaching a resolution, during City Hall business hours. The City will adjust the employee's shift to permit this meeting to occur on paid time whenever possible. The City Manager shall respond in writing, within fourteen (14) days following the meeting.

Step 4: Arbitration. If the grievance still remains unresolved, the Association may submit the grievance to binding arbitration and notify the City of its intent in writing within fourteen (14) calendar days of the date that the receipt from the City Manager is due.

Section 2. Selection of Arbitrator.

Following receipt of notice of intent to arbitrate, the Association and the City shall have seven (7) calendar days in which to mutually agree upon an arbitrator. If the parties fail to select an arbitrator within the allotted time, the City Manager and the Association shall alternately strike names from a list of Oregon and Washington arbitrators supplied by the Employment Relations Board. The list shall contain the names of seven (7) arbitrators. The first strike shall be determined by a coin flip and the parties shall thereafter alternately strike names until one (1) name remains. The arbitrator shall then be notified of his/her selection by the parties.

Section 3. Arbitrator's Decision.

The arbitrator shall establish a mutually agreeable date for hearing and shall render a decision within thirty (30) calendar days at the close thereof. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement. The powers of the arbitrator shall be limited to interpreting the express provisions of this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Cost of Arbitration.

Expenses for the arbitrator's services shall be borne by the losing party as determined by the arbitrator. However, each party shall be completely responsible for the cost 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 records unless the other parties desire a copy of the record, in which case the total cost of the record shall be equally shared by the City and the Association.

Section 5. Time Limits.

All time limits contained herein shall be considered the maximum and shall not be extended except by written agreement. If the Association or an employee should fail to file a grievance in a timely manner or if other requirements as specified in the above steps are not fulfilled, the Association shall be deemed to have been withdrawn. If the City should fail to respond in a timely manner at any step specified herein, such non-response shall be deemed equivalent to a negative response submitted upon the last day allowed for reply and the Association or employee as applicable shall have the right to proceed to the next step.

ARTICLE 26 - CRIMINAL INVESTIGATION/CHARGE REIMBURSEMENT

The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of his or her duty as an employee for the City of Lincoln City. The City's obligation of reimbursement is subject to the following:

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Lincoln City Police Officers' Association and the City's attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City's attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City's Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the City's obligation to reimburse will arise only if the City's attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City's attorney, the Chief of Police, and the Association.

Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.

Reimbursement will not be made in those instances where:

1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the

possible criminal liability unless the Department's disciplinary action is set aside *in toto* on grievance appeal;

3. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
4. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or
5. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

- Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
- Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

ARTICLE 27- SCOPE OF AGREEMENT

This document constitutes the sole and complete Agreement between the Association and the City and embodies all the negotiated terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the parties and any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement. Except as specifically limited by the terms of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the City. All rights guaranteed to the employees under ORS 243.650 - 243.806 to negotiate wages, hours, and conditions of employment are retained by the bargaining unit employees, except as otherwise provided by this Collective Bargaining Agreement.

ARTICLE 28 - SAVINGS CLAUSE

Should any section or portion of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction or federal or state administrative body or be in violation of a federal or state law or regulation, such portion or section which is unlawful shall become null and void, and the balance of this Agreement will remain in effect. The parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion in accordance with ORS 243.698.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall be effective the 1st day of July, 2020 and shall remain in full force and effect through the 30th day of June, 2021. This Agreement shall remain in full force and effect for the duration of any successor negotiations.

This Agreement will automatically reopen for negotiations for a successor agreement on January 15, 2021. The parties shall strive to commence negotiations for a successor agreement no later than the end of February 2021.

FOR THE CITY

DocuSigned by:

Dick Anderson

Dick Anderson, Mayor

Date: 7/9/2020

FOR THE ASSOCIATION

Jayne Johnson
Jayne Johnson – LCPEA President

Date: 6-23-20

DocuSigned by:

City Manager, Ronald E. Chandler

Ronald Chandler, City Manager

Date: 7/9/2020

Torin Liden
Torin Liden – LCPEA Vice President

Date: 6-23-20

APPENDIX A – WAGE SCALE

POLICE EMPLOYEES SALARY SCHEDULE

July 1, 2020 - June 30, 2021

Revised 6/4/20

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
23	Detective	28.34	29.81	31.30	32.87	34.51	36.24	38.05
22	Sr. Officer	27.38	28.75	30.19	31.70	33.29	34.95	36.70
21	Police Officer	26.22	27.54	28.93	30.38	31.90	33.50	35.18
19	Code Enforcement	22.99	24.17	25.38	26.65	27.98	29.38	
18	Dispatcher	22.73	23.87	25.06	26.31	27.63		
17	Secretary Evidence Tech	20.94	22.00	23.13	24.29	25.50		
1	Police Cadet	14.37	15.09	15.86	16.65	17.48	18.35	

* Includes 2.0% COLA effective July 1, 2020

APPENDIX B

**LINCOLN CITY POLICE DEPARTMENT
WRITTEN DIRECTIVE**

NEW ORDER 04	ADDENDUM	REVISION XX	NUMBER: GO 19-
OPERATIONAL ORDER DATE ISSUED FEBRUARY XX, 2018	XX SPECIAL ORDER EFFECTIVE DATE FEBRUARY XX, XXXX		PERSONNEL ORDER CANCELLATION DATE

TO: All Police Department Employees

AUTHORIZING
AUTHORITY: Chief Jerry Palmer

SUBJECT: Overtime Call In List

The purpose of this written directive is to communicate department expectations relating to the overtime call in procedure for the employees of the Lincoln City Police Department.

CONSTRUCTION OF THE LIST:

1. The department shall maintain a list of Officers, Sergeants, and Detectives per seniority in classification at all times.
2. In addition, the department shall maintain a list of Officers in order of most recent overtime worked. This list is maintained on the white board in the briefing room. Officers eligible for mandated overtime shall be placed on the list in order of least recent overtime (top name) to most recent overtime (bottom name). This list shall be referred to as the "Patrol mandatory overtime list."
3. Detectives and the School Resource Officer (SRO) shall be exempt from the mandatory call-in list but are still eligible for overtime shifts as available per contract and overtime postings.

USE OF LISTS

1. Officers and Detectives shall be offered voluntary overtime as per Lincoln City Police Department Policy 1013 and the Lincoln City Police Employees Collective Bargaining Agreement (LCPEA CBA) Article 13 Section 5.
2. If a Patrol Officer position is needed to be filled this means calling Patrol Officers first on a seniority basis, then Detectives on a seniority basis. The Officer/Detective who is called in to work a patrol shift is expected to work as a patrol officer, handling normal calls for service.
3. If a Sergeant position is needed to be filled this means calling Sergeants first on a seniority basis, then calling Patrol Officers on a seniority basis, then Detectives on a seniority basis. If a Patrol Officer or Detective is called for coverage, they are not considered to be working in a Sergeant capacity for the day and are expected to handle normal patrol duties.
4. Absent a volunteer for overtime, an Officer (for a patrol shift) or a Sergeant (for a Sergeant shift) may be mandated to work overtime, per LCPEA CBA Article 13 Section 5. The designee mandating the Officer or Sergeant shall be sure to check work schedules, vacation times, and other overtime scheduling to make sure they are in compliance with the previous listed LCPEA CBA verbiage.
5. The designee of the Chief of Police who is mandating overtime shall call Officers or Sergeants from the list maintained of most recent overtime worked that is appropriate to the position needing coverage. The designee shall call down the mandatory overtime list, starting with the name of the person at the top (least recent overtime). The designee mandating the Officer or Sergeant shall be sure to check work schedules, vacation times, and other overtime scheduling to make sure they are in compliance with the previous listed LCPEA CBA verbiage.
6. Officers who work an overtime shift of at least 6 hours of a Patrol or Sergeant shift (not a voluntary special assignment overtime, such as a DUII or PSE grant time) shall move their names to the bottom of the list and write the date they worked the overtime next to their name. Officers are solely responsible for moving their own names and shall move their names down the list by the end of their overtime shift. If they do not move their names for whatever reason by the end of shift that day, their name shall not be moved down the mandatory overtime list.
7. None of the provisions above prevent the Chief of police, or his designee, from mandating an Officer, Sergeant, or Detective work outside his classification for emergency circumstance.

*******End of Directive*******