

City of Brookings

SPECIAL MEETING AGENDA

CITY COUNCIL

Monday, October 3, 2022, to immediately follow Council Workshop

City Hall EOC, 888 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session to start at **Item D (see below)**, in the EOC, under the authority of ORS 192.660(f), "To consider information or records that are exempt by law from public inspection" and ORS 192.660(h), "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

SPECIAL MEETING

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Recess to Executive Session

E. Staff Reports

1. Agreement with Brookings Police Association [Pg. 1]
 - a. Police Union Contract 2022-24 [Pg. 2]
2. Action item from Executive Session

F. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

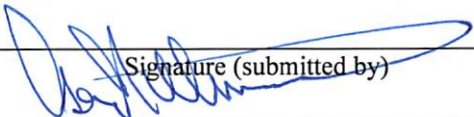
-Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 3, 2022

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject:

Ratify Agreement with Brookings Police Association

Recommended Motion:

Motion to ratify the Collective Bargaining Agreement between the City of Brookings and the Brookings Police Association for the period July 1, 2022 through June 30, 2024.

Background/Discussion:

Management has reached a tentative agreement with the Brookings Police Association on a two-year labor agreement and is recommending ratification by the City Council.

The term of the agreement would be July 1, 2022 through June 30, 2024. Management believes we have developed a good agreement that also helps address our recruitment and retention issue by providing more competitive wages and other incentives for longevity and advancement.

Following are the key issues addressed in the agreement.

WAGES

Four wage increases over the course of the two-year contract:

- 5.0 per cent retroactive to July 1, 2022.
- 1.0 per cent effective January 1, 2023.
- 1.0 per cent effective July 1, 2023.
- 4.0 per cent effective January 1, 2024.

GRAVEYARD SHIFT DIFFERENTIAL PAY

Brookings is the only law enforcement agency in Curry County that has a Graveyard Shift (8:00 p.m. to 6:00 a.m.) and this has been a disincentive to retaining employees. Under this contract, employees working this shift will receive an additional 1.0 per cent in pay.

COMMUNICATIONS OFFICER WORK SCHEDULE

Communications Officers currently do not rotate shifts. Shifts are bid by seniority, which means that junior Communications Officers are often “stuck” on Graveyard or other evening/early morning shifts for a number of years; resulting in a morale issue. The new agreement provides for mandatory shift rotation every six months.

LONGEVITY PAY

The City currently provides longevity pay beginning in employment year 10. This contract provides longevity pay beginning in year 8 at 1.0 per cent with incremental increases at 10, 12, 15 and 20 years of service, to a maximum of 7.5 per cent in year 20.

UNIFORMS

The City will continue to provide uniforms and a protective vest, but will now also provide the “duty belt” and handcuffs, and a \$150.00 annual boot allowance.

SPECIAL ASSIGNMENT PAY

Currently, employees assigned to special duties as Field Training Officer receive special assignment differential pay of 5.0 per cent when they are training other employees. This contract provides for a pay differential for employees assigned as Community Resource Officer and School Resource Officer of 3.0 per cent for their first year in the assignment, and 5.0 per cent thereafter. These positions are often occupied by officers who have been with the Department for more than five years, so this adds to the longevity incentive in a small department where advancement opportunities (i.e. to Sergeant) are very limited.

DOUBLE TIME FOR COMMUNICATIONS OFFICERS WORKING ON CHRISTMAS AND THANKSGIVING

Self explanatory.

The Deputy Finance/HR Director estimates the cost of these revisions at \$154,000 for the current fiscal year, which is approximately \$55,000 more than budgeted. However, with “salary savings” from unfilled positions and a projected unallocated fund balance, no budget adjustment may be necessary to accommodate this agreement. The Teamsters-affiliated non-management/non-exempt employees received a wage increase of 5.0 per cent earlier this year. We are not dealing with the same workforce shortage issue with the general employees.

Attachments:

- a) Police Union Contract 2022-24

CITY OF BROOKINGS (POLICE)
AND
Brookings Police Association
COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019~~22~~- JUNE 30, 2024

~~ASSOCIATION NEGOTIATING TEAM~~

~~Bryan Fitch, Chief Negotiator
Mitch Pofahl, Police Association President
Sue Darger, Police Association Secretary
Mallory Morrison, Police Association Treasurer~~

~~CITY NEGOTIATING TEAM~~

~~Janell K Howard, City Manager
Anella Ehlers, Deputy Finance Director
Kelby McGrae, Public Safety Director
Donnie Dotson, Police Lieutenant~~

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
Section 1.1 Recognition	1
ARTICLE 2 - NON-DISCRIMINATION	1
Section 2.1 Non-Discrimination	1
Section 2.2 Gender	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
Section 3.1 Management Rights	1
Section 3.2 Illustration	1
ARTICLE 4 - POLICES AND PROCEDURES	2
Section 4.1 Manuals	2
ARTICLE 5 – ASSOCIATION SECURITY	2
Section 5.1 Hold Harmless	2
Section 5.2 New Hires	2
ARTICLE 6 - WAGES	2
Section 6.1 Wages	2
Section 6.2 Pay Periods	3
Section 6.3 Acting in Capacity	3
Section 6.4 New Classifications	3
Section 6.5 Anniversary Date	3
Section 6.6 Step Increases	3
Section 6.7 Longevity	3
Section 6.8 Police Dog Handler (K-9) Specialty Assignment Pay	4
Section 6.9 Training	4
Section 6.10 Language Differential	4
ARTICLE 7 - CERTIFICATION PAY	4
Section 7.1 Training Hours	4
Section 7.2 Certification Pay	4
ARTICLE 8 - HOURS OF WORK	5
Section 8.1 Work Week\Day	5
Section 8.2 Breaks	5
Section 8.3 Flexible Work Schedule	5
Section 8.4 Work Schedule	5
Section 8.5 Shift Rotation	5
Section 8.6 Trade Days	6
Section 8.7 Travel To/From Assignments.....	6
ARTICLE 9 - OVERTIME	7
Section 9.1 Overtime	7
Section 9.2 Compensatory Time	7
Section 9.3 Conversion of Paid Leave	7
ARTICLE 10 - CALL BACK TIME	7

Section 10.1 Call-Back	7
ARTICLE 11 - HOLIDAYS	7
Section 11.1 Holidays	7
Section 11.2 Part Time	8
Section 11.3 Holiday Work	8
ARTICLE 12 - VACATIONS	8
Section 12.1 Accrual Rate	8
Section 12.2 Pay Rate	8
Section 12.3 Continuous Service	8
Section 12.4 Death or Termination	8
Section 12.5 Accrual	8
Section 12.6 Scheduling	9
ARTICLE 13 - SICK LEAVE	9
Section 13.1 Accrual	9
Section 13.2 Utilization	9
Section 13.3 Family Illness	9
Section 13.4 Compassionate Leave	9
Section 13.5 Immediate Family	10
Section 13.6 Integration With Worker's Compensation	10
Section 13.7 Maternity/Parental Leave	10
Section 13.8 Transfer of Sick Leave	10
ARTICLE 14 - ASSOCIATION LEAVE	10
Section 14.1 Stewards	10
ARTICLE 15 - OTHER LEAVES OF ABSENCE	10
Section 15.1 Jury Duty/Witness	10
Section 15.2 Military and Peace Corps Leave	10
Section 15.3 Leave Without Pay	10
ARTICLE 16 - SENIORITY	11
Section 16.1 Definition	11
Section 16.2 Seniority List	11
Section 16.3 Lay Off	11
Section 16.4 Bumping	11
Section 16.5 Recall	11
Section 16.6 Probationary Period	11
Section 16.7 Promotional Probationary Period	11
ARTICLE 17 - JOB DESCRIPTIONS	11
Section 17.1 Job Descriptions	11
ARTICLE 18 - CLOTHING AND EQUIPMENT	12
Section 18.1 Uniforms	12
Section 18.2 Protective Vest	12
Section 18.3 Detective Clothing Allowance	12
ARTICLE 19 - EMPLOYEE RESIDENCE	12
Section 19.1 Residency	12

ARTICLE 20 - MILEAGE AND PER DIEM	12
Section 20.1 Per Diem	12
Section 20.2 Mileage	12
ARTICLE 21 - EXTRA DUTY AND RESERVES	12
Section 21.1 Extra Duty	12
Section 21.2 Reserves	12
ARTICLE 22 - RETIREMENT	13
Section 22.1 Retirement	13
ARTICLE 23 - HEALTH INSURANCE	13
Section 23.1 Medical, Dental and Vision	13
Section 23.2 Health Savings Account (HSA)	13
Section 23.3 Part-Time Employees	13
ARTICLE 24 - LIFE INSURANCE	13
Section 24.1 Life Insurance	13
ARTICLE 25 - LIABILITY AND INDEMNIFICATION	14
Section 25.1 Liability Insurance	14
ARTICLE 26 - EDUCATIONAL REIMBURSEMENT	14
Section 26.1 Educational Reimbursement	14
ARTICLE 27 - DISCIPLINE	14
Section 27.1 Discipline.....	14
Section 27.2 Discharge.....	14
Section 27.3 Right to Representation.....	15
Section 27.4 Personal Orders	15
Section 27.5 General Procedures	15
Section 27.6 Complaints	15
Section 27.7 When the Investigation Results in Departmental Charges Being Filed.....	16
Section 27.8 Criminal Investigations.....	16
Section 27.9 Time Requirements for Complaints.....	17
ARTICLE 28 - USE OF ALCOHOL AND DRUGS	17
Section 28.1 City Policy and Employee Rights	17
ARTICLE 29 - PERSONNEL FILES	18
Section 29.1 Inspection	18
Section 29.2 Employee Response	18
Section 29.3 Employee Signature	18
Section 29.4 Removal of Negative Material	18
ARTICLE 30 - GRIEVANCE PROCEDURE	18
Section 30.1 Procedure	18
Section 30.2 Expenses	19
Section 30.3 Time Limits	19
ARTICLE 31 - NO STRIKE - NO LOCKOUT	20
Section 31.1 Strike	20
Section 31.2 Discipline	20

Section 31.3 Association Responsibility	20
Section 31.4 Picket Line	20
Section 31.5 Lockout	20
ARTICLE 32 - BULLETIN BOARD	20
Section 32.1 Bulletin Board	20
ARTICLE 33 - OUTSIDE EMPLOYMENT	20
Section 33.1 Application	20
Section 33.2 City Response	20
Section 33.3 Revocation	20
ARTICLE 34 - SAVINGS CLAUSE	20
Section 34.1 Savings Clause	20
ARTICLE 35 - TERM OF AGREEMENT	21
Section 35.1 Term	21
APPENDIX A - WAGE SCHEDULE	22

PREAMBLE

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Brookings Police Association, herein called "Association" for the purpose of establishing wages, hours and other conditions of employment for employees within the bargaining unit of the Brookings Police Department.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the Association as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all full-time Police Officers, all full-time Detectives, all Communications Officers full and part-time, excluding confidential and supervisory employees specifically the Police Chief, Sergeants, less than full-time police department employees and temporary employees (not to exceed more than 180 calendar days in a calendar year).

A full-time employee is hereby defined as one who is regularly scheduled to work more than 32 hours per week. A part-time employee is hereby defined as one who is regularly scheduled to work less than 32 hours per week.

ARTICLE 2 - NON-DISCRIMINATION

2.1 Non-Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, association membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The Association and the City share the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

2.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Association with respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

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

1. To direct and supervise all operations, functions and policies of the department(s) in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto so long as such is not in contradiction with this Agreement.
4. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by oral or written work rules, existing or future so long as such is not in contradiction with this Agreement.
5. To manage and direct the work force, including: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment and supplies; and (e) the right to develop work rules not inconsistent with the terms of this Agreement.
6. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
7. The City has the right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 4 - POLICIES & PROCEDURES

4.1 Manuals. The City will provide each employee and the Association with a copy of the Police Department Policies and Procedures Manual and the City's Personnel Policies. These will be kept updated and provided to the employees and the Association by the City.

ARTICLE 5 - ASSOCIATION SECURITY

5.1 Hold Harmless. The Association agrees to indemnify, defend, and hold the City harmless in the event of any suit or claim against the City arising from the City's compliance with provisions of this Article, so long as the City makes timely compliance with all lawful requests of the Association in the execution of these provisions.

5.2 New Hires. The City will notify the Association of all new hires within thirty (30) days after their having been employed, furnishing the Association with the new employee's name, position title, social security number and mailing address.

ARTICLE 6 - WAGES

6.1 Wages. Wages shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein.

Effective July 1, 2019~~22~~, salary scales will be increased by ~~the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2% and a maximum of 4%. Salary scales will be increased by an additional 1.0%, effective July 1, 2019, in recognition of the increased two and one-half percent (2.5%) increase in employees' cost share of health insurance premiums (see Article 23.1)~~ 5%.

Effective July~~anuary~~ 1, 2019~~23~~, ~~a seventh step will be added to the Dispatchers pay grade, which will be 5% higher than step six. If a dispatcher has been at Step 6 for 12 months or more, they will be increased to Step 7, effective July 1, 2019~~ salary scales will be increased by 1%.

Effective July 1, 2020~~3~~, salary scales will be increased by ~~the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2.75% and a maximum of 4%~~ 1%.

Effective ~~July~~ ~~January~~ 1, 202~~14~~, salary scales will be increased by ~~the actual increase of All-Cities CPI-W for the preceding February to February period, with a minimum of 2.75% and a maximum of~~ 4%.

6.2 Pay Periods. Employees shall be paid semi-monthly on the 15th and the last day of the month. In the event the regular payday falls on a recognized holiday or weekend day, employees shall be paid on the preceding regular work day. Employees will be paid one-half of their monthly salary, as determined in Appendix A, on each pay day. The employee's monthly salary shall be converted to an hourly rate for the purposes of calculating overtime.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for a continuous period longer than two (2) work weeks shall be paid at the next higher rate of such position for the duration of the assignment. A temporary assignment to a higher position shall not result in a salary change for the employee required to assume the higher position unless such period of time exceeds two (2) weeks.

6.4 New Classification. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Association by certified mail. The Association may, within fifteen days of the receipt of the aforementioned notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification.

6.6 Step Increases.

- a. An employee shall receive a merit increase upon the successful completion of probation, payable retroactively to their one year anniversary hiring date.
- b. Employees will receive annual performance evaluations.
- c. An employee who achieves a satisfactory performance evaluation shall receive subsequent merit advancement on his anniversary date as defined in Section 6.5. Such step increases shall be within the approved salary range for the position occupied by the employee.

6.7 Longevity. Officers, ~~Dispatch~~ ~~Communications Officers~~, and Detectives who have completed the following years of service as an employee in the Brookings Police department will receive the following percent of their regular base pay:

<u>Years of Service</u>	<u>Percent</u>
11 8	.5 1.0%
12 10	1.05%
13 12	12.5%
14 15	25.0%
15 20	27.5%

Note: The above percentages are not cumulative. Example: At 120 years of service, an employee receives a total of 1.05% of base pay for longevity; not 12.5%. Years of Service is on their anniversary date. If an employee's initial anniversary date is February 1, 2010, they would be eligible for 1.05% on February 1, 20218, the 118th anniversary.

6.8 Police Dog Handler (K-9) Specialty Assignment Pay. An officer assigned as a Police Dog Handler (K-9) shall receive five percent (5%) base pay monthly.

6.9 Training. Sworn officers ~~who successfully complete a city approved certification program and are~~ assigned by management as ~~the~~ a Field Training Officer (FTO)/Coach will be paid at a rate of five (5) percent per hour at the employee's regular rate of pay for each full shift when coaching duties are performed.

~~Dispatchers Communications Officers who successfully complete a city approved certification program and are~~ assigned by management as ~~the~~ a Training Officer/Coach will be paid at a rate of five (5) percent per hour at the employee's regular rate of pay for each full shift when coaching duties are performed.

6.10 Language Differential. An employee who demonstrates the ability to fluently converse in Spanish shall receive an additional 2.5% to base salary. The City shall schedule an examination in conversational Spanish as necessary, and upon certification of proficiency by the examiner; said employee shall receive the pay differential on the first day of the payroll period following the certification.

6.11 Shift Differential. Police Officers, Detective, and Communications Officers will receive an addition 1% of their normal rate of pay while working a graveyard shift. This is in addition to any premium pays the employee is already entitled to.

6.12 Community Resource Officer (CRO)/School Resource Officer (SRO) Specialty Pay. Employees assigned to the specialty assignment of either CRO or SRO will receive an additional 3%, upon assignment, of their normal rate of pay when assigned as a CRO or SRO. Specialty pay will increase to 5% on the first of the month closest to their one-year anniversary. This is in addition to any premium pays the employee is already entitled to.

ARTICLE 7 - CERTIFICATION PAY

7.1 Training Hours. Police Officers, Detectives and Communications Officers will receive monthly certification pay (as shown under Section 7.2) based upon their DPSST certification level and having completed the minimum number of approved training hours per DPSST training requirements.

7.2 DPSST Certification Pay. Police Officers, Detectives and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month following the effective date printed on the DPSST certification, based upon their certification level:

	Associates <u>Degree</u>	Bachelors <u>Degree</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Communications Officer	1%	2%	0%	3%	6%
Patrol Officer	1%	2%	0%	3%	6%
Detectives	1%	2%	0%	0%	6%

Note: The above percentages are not cumulative. An employee may only receive one of the above certification pays. If the employee qualifies for more than one, the employee will receive the one that pays the highest percent. Example: Employee has an Associate Degree when hired. Employee receives DPSST Intermediate Certificate on March 18, 2020. Employee would receive 1% certification/education pay from the date of hire through March 2020. Employee would receive 3% certification/education pay effective April 1, 2020.

ARTICLE 8 - HOURS OF WORK

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8)-hour days with two (2) consecutive days off. At the discretion of the City, a 4-10 work schedule may be implemented, consisting of four (4) consecutive ten (10)-hour days with three (3) consecutive days off, or, for sworn officers, a mutually agreed-upon 12-hour schedule may be utilized. Eight (8) consecutive hours of work, or ten (10) if working a 4-10 schedule, within a twenty-four (24) hour period shall

normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two-week rotation period. The City will provide fourteen (14) calendar days' notice to employees when changing the work days hours from the 5/8 schedule to the 4/10 schedule or back.

8.2 Breaks. Each employee shall receive a paid one-half (½) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty and/or on call during such breaks, as directed.

8.3 Flexible Work Schedule. The Association and the City may, by mutual agreement, employ any other flexible work schedule.

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The GRAVE RELIEF shift shall have a schedule of two (2) days of Graves followed by three (3) days of Mids. (Note: a Mid shift is a shift that overlaps both ~~day and swing~~ ~~and graveyard~~ shifts.) Employees shall receive a minimum of ten (10) hours off between scheduled shifts, absent emergency situations, court appearances or scheduled training. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least fourteen (14) calendar days in advance. ~~Any schedule changes, mandated by a supervisor, occurring less than 14 days prior to the regular work schedule, will result in the employee being compensated at their normal overtime rate for all hours worked outside the regularly scheduled shift. The overtime penalty only applies to management mandated schedule changes, not for emergencies, nor mutually agreed changes.~~

8.5 Police Officer Shift Rotation. Sworn employees working rotating shifts shall bid for shifts during the month of November for each calendar quarter of the following year. Shift selection shall be by seniority within the bargaining unit ~~by job description (Police Officer or Dispatcher)~~. The most-senior police officer shall select a work shift for one three-month period and the remaining officers shall follow suit, by decreasing seniority, until all officers have had the opportunity to select a shift for any 3-month period. The most-senior police officer shall then select a shift for a second 3-month period, followed by the remaining officers by seniority, and the process will be repeated in this fashion until all officers have selected shifts for the time period in question. Officers will not be permitted to remain on the same shift for more than six (6) consecutive months, either within the same calendar year or within any two calendar years. The year's shift schedule shall be posted no later than December 15th for the following calendar year.

For the purposes of this section, the City shall designate each scheduled shift as either day, swing, or graveyard. Designation of blended work schedules, those work weeks comprised of two or more shifts, shall be dictated based on the scheduled hours of the first workday of the employee's work week if the shifts are evenly split, or by the majority of the work days if they are not. For example, a blended work schedule of two day shifts followed by two swing shifts would be considered a day shift, while a schedule of two swings followed by three graveyards would be considered a graveyard shift.

~~Communication Officers (dispatchers) will bid a twelve-month shift by seniority during the month of November for the following year. The year's schedule shall be posted no later than December 15th for the following year.~~

8.5.1 Communications Officers Shift Rotation. ~~Employees working rotating shifts shall bid for shifts during the month of November for each half of the following calendar year (January 1 through June 30 and July 1 through December 31). Shift selection shall be by seniority within the bargaining unit. The most-senior Communications Officer shall select a work shift for one six-month period and the remaining Communication Officers shall follow suit, by decreasing seniority, until all Communications Officers have had the opportunity to select one 6-month period. The most-senior Communications Officer shall then select a shift for a second 6-month period, followed by the remaining Communications Officers by seniority, and the process will be repeated in this fashion until all~~

Communications Officers have selected shifts for the time period in question. Communications Officers will not be permitted to remain on the same shift for more than twelve (12) consecutive months, either within the same calendar year or within any two calendar years. The year's shift schedule shall be posted no later than December 15th for the following calendar year.

For the purposes of this section, the City shall designate each scheduled shift as either day, swing, or graveyard. Designation of blended work schedules, those work weeks comprised of two or more shifts, shall be dictated based on the scheduled hours of the first workday of the employee's work week if the shifts are evenly split, or by the majority of the work days if they are not. For example, a blended work schedule of two day shifts followed by two swing shifts would be considered a day shift, while a schedule of two swings followed by three graveyards would be considered a graveyard shift.

8.5.2 Shift Bidding.

- a. The eligible employees will bid, by seniority, for the shift. Employees on unpaid leave of absence at the time of the bid shall not be eligible to bid.
- b. Employees on probation at the time of the bid may only bid for those complete blocks occurring after the completion of their probation.
- c. Employees on probation will have their shifts assigned by a supervisor. Those shifts assigned by a supervisor will count as a self-selected shift during any future shift bid process in the calendar year.
- d. If a shift becomes available either after the shift bidding for the year has begun or has been completed, all existing bids will continue as originally bidden and the new shift is offered to the most senior employee. The new shift will then be passed down the seniority list until is selected. If the new shift is selected and a currently bidden shift becomes vacant, the newly vacated shift will now be offered up to the remaining employees and so on until all shifts are filled.
- e. The supervisor has the right to change both the schedule and the assigned employee at any time provided the supervisor has a reasonable operational need for making the change.

8.6 Trade Days. Trading of days between employees shall be permitted with approval of the Chief or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Chief or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for the FLSA regulations.

8.7 Travel To/From Assignments. Employees who have completed training or an assignment at a location other than a City of Brookings owned municipal site, shall be compensated while travelling to and from the training or assignment. Employees shall not be required to stay overnight at the remote location if the remote location is three (3) hours or less from the employee's home or the Brookings Police Department (whichever is closer to the remote location).

If the travel time is over three (3) hours, the decision as to whether to allow the employee to travel home at the conclusion of the assignment shall be at the reasonable discretion of the employee's supervisor.

In addition, the following shall also apply to travel to and from assignments:

8.7.1 The employee will be compensated one time for the travel time required at the beginning of the course and one time for the travel time required at the end of the course. If lodging is not available or

is cost prohibitive during a multiday break in training, the employee will be compensated for travel home and travel back to the training location.

8.7.2 If the employee is directed to return to Brookings by a supervisor, they will be compensated for travel time to return to the directed location and then the return to the training.

8.7.3 An employee travelling as a passenger, to and from department sponsored training, outside normally scheduled work hours, shall be compensated with hour for hour comp time placed into the employees compensatory leave account. If the employees compensatory bank is maxed out, the accrued comp time earned, under this section, will be used during the current pay period or lost.

8.7.4 An assignment is considered complete when all work is completed at the remote location, not when the employee has returned to his/her worksite.

8.7.5 While attending the Basic Telecommunicator or Basic Police Academy training. DPSST will be considered the worksite assignment for that employee for the duration of the training.

8.7.6 Nothing in this agreement prohibits a mutually agreed upon arrangement for travel costs and lodging to occur outside the rules prescribed above.

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1½) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

Paid leave hours, including sick leave, compensatory time off, holiday leave and vacation leave, are considered hours worked for the purposes of computing overtime.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of payment or compensatory time off at the employee's option to an accumulated maximum of one hundred fifty (150) hours. The City shall make payment for overtime worked after the employee has accumulated the above noted one hundred fifty (150) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned one hundred fifty (150) hours. Requests for compensatory time off will be submitted with as much advance notice as possible. In the event a request is denied, the employer may offer alternative dates to be taken.

9.3 Conversion of Paid Leave. Employees may request payment of up to forty (40) hours per occasion twice per fiscal year for accrued compensatory time or vacation. Employee must provide two weeks' notice.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work, except for court appearances in Brookings, in a work-related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of three (3) hours pay at the overtime rate.

For scheduled court appearance in Brookings, employees shall only receive overtime for actual hours worked, in fifteen (15)-minute increments, with a minimum of two (2) hours.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. In lieu of recognized holidays, full time employees working a regular schedule shall receive an additional eight (8) hours of vacation pay per month. Use of vacation is as described in Article 12.

11.2 Part Time. Part-time employees will not be entitled to holiday pay. However, a part-time employee who is required to work on one of the holidays listed above shall be paid double-time for all hours worked on such holiday.

11.3 Holiday Work. ~~In addition, an employee who begins their shift on the date of one of the following holidays will receive premium pay of an additional .5 (half) times their normal rate of pay for that day, or an equivalent amount of compensatory time (i.e., for a 10-hour shift, the employee would receive five hours of pay or 3.33 hours of compensatory time that when multiplied by 1.5 equals five)~~ Employees who are assigned to work on the Holiday Coverage Schedule, per Article 8 of this Agreement, shall be compensated at the current rate plus one half (1/2) the regular rate of pay for each scheduled hour worked between 12:00 a.m and 11:59 p.m on the following Holidays:-

1. New Years Day (January 1)
2. Memorial Day (Last Monday in May)
3. Independence Day (July 4)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Christmas Day (December 25)

~~Communications Officers mandated to work on Thanksgiving and Christmas, on a regularly scheduled day off, shall be compensated at double time (2) hours for actual hours worked on the Holiday.~~

~~Articles 9 and 10 still apply in addition to any holiday premium pay.~~

ARTICLE 12 - VACATIONS

12.1 Accrual Rates. Employee(s) will accrue vacation at the following rate:

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	192 hours
5 - 9	216 hours
10 - 14	240 hours
15 - 19	264 hours
20 +	296 hours

*Includes hours earned from Holiday, Article 11.

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 216-hour rate beginning March 1, 2009. Employees in the first twelve months of employment earn eight (8) hours a month of vacation and will be credited an additional ninety-six (96) hours on their first anniversary date. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

12.2 Pay Rate. Earned vacation shall be paid at current salary rate.

12.3 Continuous Service. Continuous service shall be service unbroken by separation from the department except that time spent by an employee on approved military leave, vacation or sick leave.

12.4 Death or Termination. Upon termination of a regular employee, he/she shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Chief and City Manager. An employee will not lose vacation time that exceeds the cap if the failure to take vacation is caused by emergency staffing shortages or if scheduled vacation is subsequently cancelled by the City.

12.6 Scheduling. Requests for vacation shall be submitted on a first come first served basis for approval to the Chief or designee. A senior employee may exercise his seniority by bumping a less senior employee's scheduled vacation with at least ninety (90) days prior notice once per calendar year. It does not constitute a seniority bump when a less senior employee requests the same vacation period as a senior employee who already submitted his request. All employees shall be scheduled for and granted a vacation each year after the completion of probation. Employees seeking vacation longer than fourteen (14) calendar days should give at least ninety (90) days' notice to their supervisor. Employees are encouraged to take blocks of vacation time in efforts to seek rest and relaxation from the work environment.

ARTICLE 13 - SICK LEAVE

13.1 Accrual. Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 960 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its successor as determined by the State of Oregon. In addition, employees with at least twenty (20) years of continuous service with the City and who separate from City employment shall be compensated for one-quarter of their unused accrued sick leave at their base rate of pay at separation.

13.2 Utilization. Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by workers' compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after three (3) days.

13.3 Family Illness. Sick leave of three days per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave. In the event of use of leaves under applicable medical leave law, the employee will first use all compensatory time, vacation time and then sick leave. Employees with sick leave accumulation above 300 hours may use sick leave prior to other leaves first as long as the 300 accumulation is maintained.

An employee requiring time off on an on-going basis or for multiple days to care for themselves or a family member should contact the Finance and Human Resources Director and provide at least 30 days' notice for planned events or as much notice as practicable. The Finance and Human Resources Director will assist the employee with questions regarding benefits provided under applicable law.

13.4 Compassionate Leave. Three (3) days of paid compassionate leave per occurrence may be

used in the event of a death of a member of the employee's immediate family to enable the employee to attend and/or make arrangements for the funeral of the family member. An employee may use an additional four (4) days sick leave when needed.

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents, grandchildren or other dependents living in the employee's household.

13.6 Integration With Worker's Compensation. When an employee must take time off from work as a result of an on the job injury or illness he/she shall receive compensation as scheduled by the State Compensation Board/City's Workers' Compensation carrier. The City shall continue to pay employee full salary and benefits for the first 100 calendar days of lost time as a result of an on the job injury or illness. During the initial 100 calendar day period, the employee shall remit to the City any workers' compensation received from the City's Workers' Compensation carrier. After the initial 100 calendar day period, an employee may supplement the pay from the City's Workers' Compensation carrier with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice.

13.7 Maternity/Parental Leave. Parental leave shall be provided in accordance with applicable law.

13.8 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee.

No employee can receive more than 240 hours of contributed sick leave in any one calendar year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

ARTICLE 14 - ASSOCIATION LEAVE

14.1 Stewards. Up to two (2) employees designated by the Association shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the Association when such cannot reasonably be done outside working hours. Said employees will be expected to respond to emergency calls, however.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness for a work-related matter, shall not suffer a loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received, except for mileage reimbursement received when using a personal vehicle, for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued. No private civil case of the employee shall be covered by this court leave provision.

15.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted as required by applicable law. Employees may use accrued vacation, holiday and compensatory time for official military leave in excess of the employer-paid time provided by statute.

15.3 Leave Without Pay. A full-time employee may be granted leave without pay for a period not exceeding ninety (90) calendar days. Requests for such leave must be in writing, and must establish reasonable justification for approval by the City Manager. No vacation, sick leave, retirement, or other benefits will be continued or accrued during periods of leave without pay. Employees seeking leave without pay for medical purposes may be requested to engage in the interactive process to review any reasonable accommodation.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service within the bargaining unit and within the employee's job classification.

16.2 Seniority List. The City shall provide the Association with copies of the seniority list on July 1 of each year and shall post the list in a conspicuous place available to all employees.

16.3 Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their classification seniority in their classification provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The City shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

16.4 Bumping. Any employees to be laid off that advanced to their present classification from a lower classification shall have the right to use their seniority to bump into the lower classification if the employee remains qualified to hold such a position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary.

16.5 Recall. Employees shall maintain recall rights for thirteen (13) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New non-sworn employees shall be on probation without seniority for the first twelve (12) months of their employment. Sworn employees shall be on probation without seniority for the first eighteen (18) months of their employment, except that sworn lateral hires, a lateral hire being an employee with prior law enforcement certification, shall be on probation without seniority for twelve (12) months post Oregon DPSST certification, not to exceed eighteen (18) months from date of hire. During this probationary period, employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

16.7 Promotional Probationary Period. Employees promoted to a higher classification in the bargaining unit shall serve a probationary period of six (6) months. An employee serving a probationary period shall be returned to his former position, if in the City's judgment, his work or conduct is below acceptable standards. The judgment of the City shall not be grievable.

ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the Association shall be provided with job descriptions. If during the life of the Agreement the City changes or modifies the job descriptions, such changes or modifications shall be forwarded to the employees and the Association. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Association.

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms/Equipment. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform as per past practice.

The City will provide to each police officer, upon request, up to two-hundred (200) rounds total, for both weapons, per year practice ammunition and adequate duty ammunition.

~~Each January in even years, sworn police officers will be reimbursed up to a two-hundred (\$200) dollar allowance through payroll for boots or police duty/uniform equipment.~~

The City agrees to give each member of the Patrol Division a \$150 allowance each year, to purchase boots.

The City will continue to purchase a protective vest as detailed in Article 18.2. The City will supply newly hired patrol members all necessary uniforms and equipment including a \$150 boot allowance.

The City will replace equipment that is worn and damaged during the course of normal on-duty activity.

18.2 Protective Vest. The City will provide a bullet resistant vest to sworn employees when hired and replace vests as recommended by the manufacturer or if reliability of the vest has been diminished and credibly established. The employee will be required to wear the vest while on duty. Upon successful completion of probation, the department will order a new and proper fitting bullet resistant vest for sworn employees. The bullet resistant vest will not be rated less than Level 3A.

18.3 Detective Clothing Allowance. Detectives shall receive \$5600 per year clothing allowance. Sworn employees shall be eligible for this allowance if they serve as Detective during all or part of the calendar year. The initial allowance for Detective clothing will be \$300, and then \$150 paid quarterly thereafter.

The employer may not penalize or attempt to collect any portion of this allowance from the employee, upon the departure of the employee from the Detective position.

ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum twenty (20) minute physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

ARTICLE 20 - MILEAGE AND PER DIEM

20.1 Per Diem. All pre-approved reasonable meal and lodging expenses incurred during assignment on behalf of the City shall be reimbursed at the actual cost. City vehicles will be provided when possible.

20.2 Mileage. The City will reimburse employees at the current allowable IRS rate whenever they are directed and authorized to use their personal vehicle for approved City business. However, City vehicles will be provided when possible.

ARTICLE 21 - EXTRA DUTY AND RESERVES

21.1 Extra Duty. Employees who volunteer to engage in off-duty Police related activities at the request of the City, shall be subject to the chain of command, protected by the City benefits and compensated through the City. These assignments may be offered by or through the City on a voluntary basis or may be assigned to regular or reserve Officers. When offered to regular Officers, these assignments will be offered on a seniority basis.

21.2 Reserves. The City may assign reserve volunteers to perform Police duties. However, the City will not diminish the duties assigned to regular employees by utilization of reserve officers. The Chief

may assign reserves and regular Officers to fill special duty assignments requested by community event sponsors.

ARTICLE 22 - RETIREMENT

22.1 Retirement. The City shall pay all required employer contributions for employees into the Oregon Public Employee Retirement System or its successor as determined by the State of Oregon. The City shall pay the employee's contribution (currently 6%).

ARTICLE 23 - HEALTH INSURANCE

23.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance as provided by CIS HDHP plan with HSA, including RX, herein referred to as "HDHP Plan."

Effective July 1, 2019, the City will contribute eighty-seven and one-half percent (87.5%) of the total premium and the employees will contribute twelve and one-half percent (12.5%) of the total premium for the HDHP Plan through pre-tax payroll deductions. In recognition of employees contributing an increased two and one-half percent (2.5%) of total premium, the City will increase salary scales by 1.0% (see Article 6.1).

Eligibility is subject to the terms of CCIS insurance provider.

In the event that the health insurance plan provided to employees through the City is determined to be a "Cadillac plan" as defined in the U.S. Affordable Care Act, and such determination results in the assessment of a financial penalty, the parties agree to meet and confer to determine as to whether 1) the penalty shall be paid by the employee, or 2) the City-provided plan will be modified to no longer meet the penalty criteria. If no agreement is reached within 60 days of notice of penalty, any such penalty assessed shall be paid by the employee.

23.2 Health Savings Account (HSA). For twelve months beginning July 1, 2017, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective July 1, 2018, on the first pay date of the month in the months of January, April, July, and October, the City will contribute \$1,000 to each employee's HSA account for employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees will receive their contribution in monthly installments, on the first pay date of each month, of \$333.33 or 208.33, respectively. A probationary employee shall become eligible for the aggregate contributions mentioned in the previous paragraph beginning the first January following the successful completion of probation period and will no longer receive the smaller amounts.

The Association recognizes that the City may pro-rate HSA contributions for any employee who separates from service and may deduct any resultant overage from the employee's final pay check. If the overage exceeds the amount of the final pay check, the employee will be billed for the difference. Any taxes and penalties related to such coverage are the responsibility of the employee.

23.3 Part-Time Employees. Part-time employees shall not be eligible for any insurance coverage.

ARTICLE 24 - LIFE INSURANCE

24.1 Life Insurance. The City agrees to provide twenty thousand dollars (\$20,000) of term life insurance covering employees against both occupational and non-occupational related death.

ARTICLE 25 - LIABILITY AND INDEMNIFICATION

25.1 Liability Insurance. The City will provide employees with liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment with the City as required by state law.

ARTICLE 26 - EDUCATIONAL REIMBURSEMENT

26.1 Educational Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. The city will participate in an educational reimbursement program as follows:

1. For job related courses taken at the request of the City, the full cost of tuition and books will be paid in advance by the City.
2. For job related courses taken on the employee's own initiative with the City's approval, the City shall reimburse the employee for up to 100% of the cost of tuition and books.
3. All applications for educational reimbursement per section 2 must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing that the employee's course work was of "C" quality or better.
4. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.

ARTICLE 27 - DISCIPLINE

27.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level. Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands/warnings or counselings shall not be placed in an employee's personnel file.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

27.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee and the Association a written notice of such possible action. Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

27.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Association present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

27.4 Personnel Orders. The Employer will provide the Association President with copies of all negative personnel actions as soon as the personnel orders are issued. As used in this section,

"personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, demotion notices and termination notices.

27.5 General Procedures. Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her, will be afforded the following safeguards:

27.5.1 The employee will be informed prior to the interview if the Employer believes the employee is a subject of the investigation.

27.5.2 The employee will be informed as to the categorization of the complaint. The Employer will categorize complaints as either informal, formal or incomplete.

27.6 Complaints. Complaint investigations will be conducted using the following procedure:

27.6.1 Supervisor shall determine a range of corrective actions that may be considered if the conduct is proven to be true.

27.6.2 Prior to any interview where the Employer may impose formal corrective action upon the employee as a result of the underlying incident, the employee will be informed in writing, if known, of the approximate date of occurrence, the approximate location of the occurrence, the nature of the investigation and allegations, provided with a copy of the investigative report to date including witness statements and documents, if available, and informed of and afforded the opportunity to consult with an Association representative. The employee will be given one preparation day prior to a compelled interview for each month the Employer was aware of the allegation prior to providing discovery to the employee.

27.6.3 The interview and investigation will be conducted without reasonable delay. The interview will be conducted at a mutually agreeable time and place. If after the complainant is interviewed regarding an action or inaction of the employee, and further investigation is deemed necessary, the employee shall be notified in writing of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations of the Controlled Substances Act, or violations which are punishable as felonies or misdemeanors under Oregon Law. Also the employee will not be notified if doing so would jeopardize the criminal investigation.

27.6.4 When the Employer serves notice to the employee of personnel review and underlying conduct, the employee may opt to waive the personnel investigation and stipulate to the alleged conduct. The stipulation will be the sole discretion of the Employer. The employee may make reasonable inquiry to the level of corrective action they shall receive, if they offer a stipulation, prior to waiving the personnel investigation. The Waiver of Investigation option will be reflected on the BPA Personnel Action Form.

27.6.5 With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

27.6.6 The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. However, where Chief of Police is a party to any interview, the Employer may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift so long as appropriate overtime or irregular hours payments are made.

27.6.7 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which s/he is entitled under the laws of the State of Oregon or the United States.

27.6.8 Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. The employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities.

27.6.9 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 Employer from questioning the employee about information which is developed during the course of the interview.

27.6.10 If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If the interviewed employee is subsequently charged and any part of the recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof.

27.6.11 The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

27.7 When the Investigation Results in Departmental Charges Being Filed. After the investigation is complete, the employee and Association will be furnished with a copy of the completed investigative report which will contain all known material facts of the matter to include any tape recording at no cost. The employee and Association will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her. This obligation shall continue after charges have been filed against the employee.

27.8 Criminal Investigations. This article shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The Detective shall notify the employee of the criminal nature of the investigation; (2) The Detective shall notify the employee that a refusal to answer questions asked by the Detective will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline. The timeline will be paused upon initiation of a criminal investigation and will restart upon receipt of a declination letter from the appropriate District Attorney or Oregon Department of Justice.

27.9 Time Requirements for Complaints.

27.9.1 The Department must interview the employee within one hundred-twenty (120) calendar days of the time the Department becomes aware of the alleged misconduct. The findings of fact in personnel investigations shall be rendered within ninety (90) calendar days of the time the Department first (1st) interviews the employee.

27.9.2 The Department shall communicate the level of corrective action within thirty (30) calendar days of receipt of the employee response to the finding of fact, unless the response requires additional investigation. If the employee response requires additional investigation by the Department, the subsequent investigation shall be completed within thirty (30) calendar days. The thirty (30) calendar day requirement will initiate after the subsequent investigation is complete and original findings of fact are either confirmed or amended. Employee will have fourteen (14) days to provide a response to the finding of fact.

27.9.3 Except in criminal investigations and investigations that involve an employee who is incapacitated or unavailable, discipline shall be rendered no later than six (6) months from the date the Department first (1st) interviews the employee who is the subject of the investigation.

27.9.4 Time frames referenced in this Article may be extended through mutual agreement. This section shall not apply to criminal investigations or investigations that involve an employee who is incapacitated or unavailable. An extension request will not be unreasonably denied by either side.

ARTICLE 28 - USE OF ALCOHOL AND DRUGS

28.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy, Article XIX City Employee Handbook, is applicable to bargaining unit employees along with the following employee rights:

1. The employee shall have the right to have an Association representative present during testing procedures. Nothing herein shall restrict the employee's right to representation under general law. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample.
2. If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City and shall be accessible only to the City Manager, Chief of Police and the City's legal counsel.
3. Any employee who tests positive shall be given access to all written documentation provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 29 - PERSONNEL FILES

29.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of their personnel file, exclusive of material received prior to the date of their employment by the City. The official personnel file shall be maintained by the City Manager or their designee.

29.2 Employee Response. An employee may respond, in writing, to any item placed in their personnel file, and said response shall become a part of said file.

29.3 Employee Signature. Each employee shall read and sign any written material that is placed in their personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

29.4 Removal of Disciplinary Actions. Upon request of the employee, disciplinary actions shall be removed from the personnel file after twenty-four (24) months or thirty-six (36) months in the event of a suspension if no subsequent discipline has been imposed. Negative or corrective advisory communications placed in a working file will be removed twelve (12) months after the information is placed in the employees file.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.1 Procedure. A grievance is defined as a dispute concerning an alleged violation of this Agreement. There shall be no right to grieve oral warnings. Should such dispute arise, the following steps shall be used:

Step 1. Immediate Supervisor. Representatives of the Association or the aggrieved employee(s), with or without the presence of the representative of the Association, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the employee should reasonably have become aware, to the employee's immediate supervisor. The supervisor shall respond in writing within ten (10) calendar days.

Step 2. Police Chief. If the complaint, having been presented to the immediate supervisor in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Association, may file it as a grievance, in writing, with the Police Chief within fourteen (14) calendar days of receipt of the written answer from the supervisor. The written grievance shall include the following:

- a. The nature of the facts describing the problem
- b. Provisions of the Agreement alleged to have been violated
- c. The nature of the remedy sought
- d. The name of the party(s) filing the grievance

The parties shall make earnest effort to reach early agreement on any complaint submitted in compliance with step 2 and shall be permitted to have present at joint discussions of the matter, any person or persons reasonably considered essential to satisfactory settlement. The Chief shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. City Manager. In the event the matter remains unresolved at Step 2, the Association may request in writing, within ten (10) calendar days of receipt of the written answer of the Police Chief in Step 2, a meeting to review the matter with the City Manager. The City Manager shall set said meeting at a mutually agreeable time within seven (7) calendar days of the receipt of the request and shall respond in writing within ten (10) calendar days of said meeting.

Step 4. Mediation. In the event no agreement is reached in Step 3 and within ten (10) days of the City Manager's response in Step 3, either party, the Association or the City, may request mediation. Mediation is a required step, except for termination cases. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 5, binding arbitration. Requests for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 5. Arbitration. In the event no agreement is reached in Step 4, either the Association or the City may notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains. Selection of an arbitrator and setting a hearing date must occur within 30 days of receiving the list of arbitrators, unless otherwise mutually agreed in writing. A party failing to meet these timelines forfeits their position.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the parties.

30.2 Expenses. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its own case.

30.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

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

ARTICLE 31 - NO STRIKE - NO LOCKOUT

31.1 Strike. During the term of this Agreement the Association shall not allow, cause or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

31.2 Discipline. Any employee who commits any of the acts prohibited in this Article shall have automatically committed an offense violating just cause standards and shall be subject to immediate discharge or other disciplinary action.

31.3 Association's Responsibility. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

31.4 Picket Line. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

31.5 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE 32 - BULLETIN BOARD

32.1 Bulletin Board. A bulletin board and space for same shall be provided by the City. Postings on such board shall be restricted to official business.

ARTICLE 33 - OUTSIDE EMPLOYMENT

33.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the Chief by submission of a request in writing. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

1. In no way distract from the efficiency of the employee in his work for the City
2. In no way conflict with the interest of the City or be a discredit to the City
3. Not take preference over work required by City employment

33.2 City Response. Written response shall be provided by the Chief within fifteen (15) days of the request.

33.3 Revocation. It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

ARTICLE 34 - SAVINGS CLAUSE

34.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, administrative agency or by legislative action, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Term. Except for those provisions which expressly state otherwise, this Agreement shall be effective July 1, 2019~~22~~ and shall remain in full force and effect through June 30, 202~~2~~⁴. This Agreement shall remain in full force and effect during the negotiations for any successor agreement.

Longevity Pay Incentive (Article 6.7) and Shift Differential Premium Pay (Article 6.11) will begin on the first day of the month after ratification of this contract.

~~35.2 Successor Negotiations. If either party desires to negotiate for a successor agreement, a written or email notification shall be submitted to the other party not later than December 15, 2021 and negotiations will commence no later than January 13, 2022 (unless a different date is mutually agreed upon).~~

~~Either party may re-open Article 6 (Wages) and/or Article 23 (Health Insurance) of this contract for year three, effective July 1, 2021. This Contract shall remain in force, as written, unless either the City or the Association shall serve written or email notice to bargain, one or both of these two articles, no later than December 15, 2020, and negotiations will commence no later than January 13, 2021 (unless a different date is mutually agreed upon).~~

Should the City consolidate the 9-1-1 Public Safety Answering Point (PSAP) with Curry County's PSAP during the term of this Agreement, either party may, with 30 days' written notice, re-open this Agreement to bargain the impact on wages, benefits and working conditions to the Communications Officers as a result of said consolidation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representative thereunto duly authorized.

For the City:

For the Association:

Signature Date

Signature Date

Title

Title

EXHIBIT "A"

Effective 7/1/2022	Step Grade	1	2	3	4	5	6	7
Detective	12	4912	5158	5416	5687	5971	6270	6584
Police Officer	10	4456	4679	4913	5159	5417	5688	5972
Communications Officer	6	3670	3853	4046	4248	4460	4683	4917

Effective 1/1/2023	Step Grade	1	2	3	4	5	6	7
Detective	12	4962	5210	5470	5744	6031	6333	6650
Police Officer	10	4501	4726	4962	5210	5471	5745	6032
Communications Officer	6	3706	3891	4086	4290	4505	4730	4966

Effective 7/1/2023	Step Grade	1	2	3	4	5	6	7
Detective	12	5012	5263	5526	5802	6092	6397	6717
Police Officer	10	4546	4773	5012	5263	5526	5802	6092
Communications Officer	6	3743	3930	4127	4333	4550	4777	5016

Effective 1/1/2024	Step Grade	1	2	3	4	5	6	7
Detective	12	5212	5473	5747	6034	6336	6653	6986
Police Officer	10	4728	4964	5212	5473	5747	6034	6336
Communications Officer	6	3893	4088	4292	4507	4732	4969	5217