

RESOLUTION NO. 760

A RESOLUTION ADOPTING A CONTRACT BETWEEN THE CITY OF CANBY (CITY) AND THE CITY OF CANBY POLICE ASSOCIATION (UNION) FOR THE PERIOD FROM JULY 1, 2001 THROUGH JUNE 30, 2003

WHEREAS, the City has recognized the Union as the sole collective bargaining agent for the City's police employees pursuant to State law, and


WHEREAS, the collective bargaining agreement between the City and Union expired on June 30, 2001, and

WHEREAS, the City and Union have bargained the terms of a new contract effective July 1, 2001 and expiring on June 30, 2003.


NOW, THEREFORE the City Council resolves as follows:

1. That the attached contract, including Schedule A, is adopted.
2. That the City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. That the Mayor and City Administrator be authorized to sign the said contract.

ADOPTED this 1<sup>st</sup> day of August, 2001 by the City Council.

  
Terry Prince, Mayor

ATTEST:

  
Chaunee Seifried, City Recorder, pro tem

## **AGREEMENT**

by and between

**City of Canby, Oregon**

and

**Canby Police Association**

The CITY OF CANBY, OREGON, hereinafter referred to as the "City" and the CANBY POLICE ASSOCIATION, hereinafter referred to as the "Association," agree to be bound by the following terms and conditions relating to wages, benefits, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

### **ARTICLE 1 - RECOGNITION**

**Section 1.** The City does hereby recognize the Association as the sole collective bargaining representative for all regular employees classified and identified in this Agreement, as noted herein and on Schedule "A" attached hereto.

**Section 2.** New classifications may be developed by the City, and assigned a wage scale by the City. The City shall forward to the Association the new classification and wage scale. If it has been agreed or established that the new classification appropriately belongs in the bargaining unit and if the Association provides a written request to the City to bargain the wage rate for the classification, the wage scale for the new classification shall then be subject to negotiations and statutory impasse procedures.

### **ARTICLE 2 - EMPLOYEE RIGHTS**

**Section 1.** It shall be the right of all employees subject to the terms of this Agreement to elect membership in the Canby Police Association, or not to elect membership in such Association. Employees shall not be required to join in any organization or association as a condition of continued employment with the City.

**Section 2.** In the event of layoff or new hire, one or more part time employees performing bargaining unit work shall replace no full time employee. No part time employees will be hired or used if previously hired, as long as a full time employee is on layoff status and is eligible for recall, except when the laid off full time employee has refused the recall opportunity to full or part time work.

### **ARTICLE 3 - CIVIL RIGHTS**

**Section 1.** No employee shall be discriminated against or discharged because of his membership or non-membership in the Association or because of activities he may engage in on behalf of the Association, provided, that such activities do not interfere with the employee's performance of work assignments or the operation of the Department.

**Section 2.** There shall be no discrimination with regard to the hiring or tenure of the employees by reason of their race, color, creed, national origin, physical handicap, gender, or age. All references to employees in this agreement shall designate both genders, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1.** The City Administrator and department heads exercise responsibility under the authority of the City Council, for management of the City and the direction of its workforce. To fulfill this responsibility, the rights of the City shall include, but are not limited to; establishing and directing activities of the City's departments and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; to discipline or discharge for just cause; determine job descriptions, work schedules, and assign work; and any other rights except as expressly limited by the terms of this Agreement.

## **ARTICLE 5 - SENIORITY**

**Section 1.** The principle of seniority shall be observed with regard to all layoffs and recalls of regular employees, provided that employees to be recalled are competent to perform the work required. The Association recognizes the City's right to retain "special skill" employees without regard to seniority when layoffs are necessary. (Examples: canine officer, bilingual, etc.)

**Section 2.** Employees shall be deemed "Regular Employees" for purposes of this Article upon satisfactory completion of a twelve (12) month probationary period following their last date of hire. During said probationary period, employees shall have no recourse to the grievance procedure of this Agreement concerning disputes regarding discipline and discharge.

**Section 3.** (A) Seniority under this Agreement shall come under two categories as follows:

1. Police Department seniority shall mean the length of continuous service police keep since last date of hire.
2. Classification seniority shall mean the length of continuous service in the Police Officers' classifications (Police Sergeants and Police Patrolman).

(B) In the event of layoff and rehire within a classification, as per this Article, classification seniority shall prevail, consistent with Section 1, above. An employee with classification seniority in more than one of the classifications listed in (2) above, shall have the right to use classification seniority for bumping privileges into the other classifications.

(C) As applies to vacation credits, vacation scheduling, and days off, Department seniority in rank shall prevail, provided said scheduling is compatible with the operating needs of the Department.

**Section 4.** The City agrees to notify the Association and the employees (simultaneously), not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

**Section 5.** Employees off work for eighteen (18) months or more, those discharged for cause, and those who voluntarily quit, shall

be considered off the seniority list with the exception of those off on military leave or due to industrial accident.

**Section 6.** No new employee shall be hired until all laid off employees in that classification have had an opportunity to return to work. The City agrees to notify laid off employees of their right to return to work by certified mail to the employee's last address known to the City. The employee must respond within five (5) working days from the date of receipt (regardless of who signed the receipt) to be considered for recall.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

**Section 1.** If the Employer has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

**Section 2.** When there is evidence of unsatisfactory conduct, the Employer agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation, except when the situation warrants immediate appropriate action, which may include written warning, suspension or discharge.

Following verbal warning and an opportunity for the employee to correct the situation, the Employer may issue a written warning, or if the situation warrants, the Employer may institute appropriate action as stated above. No such written warning shall remain in effect for more than twelve (12) months.

When the City intends to take disciplinary action, with the exception of verbal warnings, the City shall notify the non-probationary employee and the Association in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at an informal pre-disciplinary hearing.

The non-probationary employee whose discipline is being considered with the exception of verbal warnings, shall be granted a minimum of two (2) calendar days, or more at the discretion of the City, to prepare for the disciplinary hearing.

The employee shall be entitled to have a representative of his or her choice at the pre-disciplinary hearing.

The City agrees to furnish the employee a complete statement in writing at the time of the written warning, suspension, demotion, or discharge, outlining the specific reasons for such action. If at the time of written warning, suspension, demotion, or discharge, it is not feasible to furnish the employee with a complete statement, said statement must be presented to the employee within twenty-four (24) hours. At the same time the employee is presented with the statement, the Association shall be sent an identical copy of the written notice of warning, suspension, demotion, or discharge which has been given to the employee.

**Section 3.** Any suspension or discharge shall be for just cause.

**Section 4.** Any employee who is the subject of an investigation shall be notified in writing within ten (10) days from the completion of the investigation as to findings of the investigation except in instances where confidentiality is required.

**Section 5.** Evaluations shall not be used as substitutes for steps in the disciplinary process.

**Section 6.** In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an oral warning, the following process shall be followed to the extent circumstances permit:

- (a) Prior to the interview, the employee will be informed of the nature of the allegations and the nature of the investigation, and will be provided reasonable time prior to the interview. The employee will also be notified that he or she has a right to consult with an Association representative and to have that or another representative present at the interview.
- (b) Interviews covered under this Section shall, to the extent practical, take place at City facilities.
- (c) Either party may tape record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.
- (d) In any investigation, the employee may be required to answer any questions reasonably related to the subject

matter under investigation. The employee may be disciplined for refusing to answer such questions.

- (e) In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force.

## **ARTICLE 7 - HOURS OF WORK/OVERTIME**

**Section 1.** The workday shall consist of eight (8) hours per day on the basis of five (5) day workweek, or ten (10) hours per day on the basis of a four (4) day workweek. For patrol, both parties prefer the "4-10" shift. The City retains the right to change to the "5-8" shift if circumstances dictate. The workweek shall consist of a forty (40) hour shift schedule which shall take place during a seven (7) calendar day period, commencing at midnight Sunday AM and ending at midnight the following Saturday PM. Detectives, Dispatch, and Patrol are all eligible to work a 4-10 shift at the discretion of the Chief.

**Section 2.** A rest break with pay not to exceed fifteen (15) minutes shall be allowed approximately midway in each half (1/2) shift. Uniformed police, and detective personnel, and dispatchers shall work a straight shift with no lunch break and shall be required to take their meals while on the job.

**Section 3.** All hours worked in excess of eight (8) or ten (10) hours in one (1) day, depending on the employee's regular shift schedule, or all hours worked in excess of forty (40) hours per week, shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, except as may be provided differently in this Agreement. Overtime shall be computed to the nearest fifteen (15) minutes. Scheduled overtime work shall be distributed equitably among the bargaining unit employees.

**Section 4.** Employees may elect to be compensated for overtime in cash or compensatory time off. Compensatory time may be accrued up to a maximum of sixty (60) hours, with all other overtime paid in cash. Compensatory time off shall be scheduled at the mutual convenience of the City and the employee.

**Section 5.** A reasonable clean-up time will be granted just prior to the end of the shift for employees who, in the judgement of their department head, need such, due to the nature and conditions of their work assignment.

**Section 6.** The City will offer a minimum and guaranteed forty (40) hour workweek to all regular full-time employees, except by mutual agreement between the City and the Association.

**Section 7.** An employee who works more than five (5) work shifts in five (5) consecutive calendar days shall then be compensated at the overtime rate until that employee is provided two (2) consecutive days off.

**Section 8.** In the event of a shift rotation, an employee who has not worked the five (5) consecutive days preceding the shift rotation shall be required to work no more than ten (10) shifts in a fourteen (14) day period. This fourteen (14) day period shall be seven (7) days from immediately before the shift rotation and seven (7) days immediately following the shift rotation. Employees required to work more than ten (10) shifts in the above defined fourteen (14) day period shall receive overtime pay for all hours worked in excess of the ten (10) shifts.

**Section 9.** An employee will be given advance notice of any temporary shift change in his/her regularly assigned work shift. Any temporary shift change without prior notice that results in an employee being required to return to work at a time earlier or later than his/her normal schedule, shall make the employee eligible for overtime for all hours worked outside his or her normal shift, if that employee was not notified of such change forty eight (48) hours prior to the change of shift, except in cases of an emergency. This section does not apply to voluntary shift trades. An employee called into work for an emergency shall be paid for such shift and given one (1) hour of overtime at time and one-half (1 1/2) as compensation for changing shifts.

## **ARTICLE 8 - REPORTING AND CALL BACK**

**Section 1.** Employees required to report for work shall be entitled to two (2) hours of call time pay unless they are notified prior to the start of their shift that they are not to report. Once put to work, employees shall be entitled to four (4) hours work or pay therefor, unless the employee and the supervisor agree after a minimum of two (2) hours that the employee shall be paid only for the time worked. All employees shall have a posted telephone number



where they may be reached in order to qualify for the above pay provisions.

Employees called at home for any work-related concerns by a supervisor, but not called back to work, shall be paid for all time spent on the telephone at the rate of time and one-half (1-1/2) with a minimum of thirty (30) minutes to be paid for each call. This minimum shall also apply to language translations given by employees who are required to participate in duty related telephone calls at home.

**Section 2.** Employees who are on the premises of the police department and are called back to work thirty (30) minutes or more after the end of their regular shift shall be entitled to a minimum of one (1) hour work or pay therefor at the overtime rate of two (2) times the employee's regular rate of pay, except as provided differently in this Agreement.

**Section 3.** Employees required to attend training classes, training shoots, department staff meetings or similar functions outside their regular shift, will be entitled to one and one-half (1-1/2) time their regular rate of pay for a minimum of two (2) hours.

**Section 4.** Employees called back from vacation shall be paid at the rate of time and one-half (1-1/2) for all hours worked with a minimum of three hours, shall receive straight time for the balance of their normal shift (8 or 10 hours) not worked, and shall have their vacation account credited for a full shift (8 or 10 hours).

## **ARTICLE 9 - COURT TIME**

**Section 1.** (A) Employees of the Police Department who are called to work either one (1) hour or less before or after their scheduled shift, to appear in any court, shall be entitled to a minimum of two (2) hours pay at the employee's regular rate of pay, if such appearance was necessitated through actions of such officer while employed by the City of Canby.

(B) Employees of the Police Department who are called to work in excess of one (1) hour either before or after their scheduled shift, to appear in any court, shall be entitled to receive time and one-half (1-1/2) times their regular hourly rate of pay for a minimum of three (3) hours, if such appearance was necessitated through actions of such officer while employed by the City of Canby.

**Section 2.** Employees of the Police Department who are called to work on one of their scheduled days off, to appear in any court, shall be entitled to receive a minimum of three (3) hours pay at the overtime rate of time and one-half (1-1/2) times their regular hourly rate of pay, if such appearance was necessitated through the actions of such officers while employed by the City of Canby. All court time is to be utilized for that purpose only. An employee shall not appear in court and be required to work on any other assignment.

**Section 3.** Employees who are called to work on one of their scheduled vacation days off, to appear in any court, shall be compensated as provided in Article 8, section 4, if such appearance was necessitated through the actions of such employee while employed for the City of Canby.

## **ARTICLE 10 - WAGES**

**Section 1.** The job classifications and their corresponding wage scales are noted on Schedule "A" which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be made twice monthly.

**Section 2.** Employees may be entitled to merit and/or educational incentive wage increases above their present wage scale in cases where their job performance with the City has been bettered due to the employee's completion of some educational course of study, special training, or other activity. The City Administrator may grant such an increase according to the guidelines established therefore by the City Council for the City.

**Section 3.** Employees who obtain their intermediate and advanced certificates from the Department of Police Safety Standards and Training (DPSST) will be compensated at the rate of:

Intermediate Certificate:	\$75.00 per month
Advanced Certificate:	\$125.00 per month

**Section 4.** An officer assigned as detective shall receive fifty dollars (\$50) per month premium to be added to his regular rate of pay.

**Section 5.** Any employee demonstrating written and oral proficiency in the Spanish or Russian language shall receive, in addition to his/her regular pay, a three percent (3%) premium. The City is to

determine a reasonable level of proficiency and the manner of testing that proficiency.

**Section 6.** Any employee serving as a canine officer, and who maintains certification as a canine officer, shall receive, in addition to his/her regular pay, a three percent (3%) premium. An officer can receive this premium, as well as the Spanish or Russian language premium in Section 5, at the same time. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

**Section 7.** Officers assigned as Field Training Officers (FTO) shall receive premium pay of one hundred dollars (\$100) per month.

**Section 8.** Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of regular time pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

## **ARTICLE 11 - MILEAGE EXPENSE**

**Section 1.** Whenever an employee is required by his department head to use his own vehicle for City business, he shall be compensated at the then current I.R.S. approved rate per mile to be calculated from the employee's base of operation and back. Mileage reimbursement is to be paid monthly.

**Section 2.** Employees shall be paid a per diem allowance, while on approved travel and/or training, of seven dollars (\$7.00) for breakfast, seven dollars (\$7.00) for lunch, and sixteen dollars (\$16.00) for dinner, for a total of thirty dollars (\$30.00) per day for meals. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

## **ARTICLE 12 - HOLIDAYS**

**Section 1.** The following days shall be recognized as paid holidays, regardless of the day of the week on which they occur:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Personal Holiday	

The personal holidays shall be scheduled by mutual agreement between the employee and the Chief and must be taken within the given fiscal year. No payment will be made for the personal holidays if they are not used, unless agreed to by the parties.

**Section 2.** (A) Employees not required to work on such days shall suffer no reduction in their regular monthly compensation rate, except that to qualify for a paid holiday, the employee shall have been available for work or on paid leave on his last scheduled workday preceding the holiday and his first scheduled workday following the holiday.

(B) If a holiday falls on the employee's day off, the employee will not have his or her monthly pay diminished but will get an additional day off, to be scheduled with the approval of the Chief.

(C) Employees required to work on such days shall be compensated at the rate of time and one-half (1-1/2) times their regular hourly rate of pay to a maximum of ten (10) (fifteen (15) hours pay), in addition to a day's pay for the holiday. By mutual agreement between the employee and the City, such compensation may be taken in the form of compensatory time off.

**Section 3.** For employees who normally work a Monday through Friday shift, holidays falling on Saturday shall be observed the preceding Friday, and the holidays falling on Sunday shall be observed the following Monday.

**Section 4.** Whenever one of the recognized holidays fall during an employee's vacation, such employee shall be entitled to one (1) additional day of paid vacation or pay therefor.

### **ARTICLE 13 - VACATIONS**

**Section 1.** All regular employees who have been in the employ of the City for at least one (1) full year shall be entitled to vacation benefits. The following vacation allowance shall be observed providing for pay in the equivalent of forty (40) hours at their regular rate of pay for each week of earned vacation.

<b><u>Years of Service</u></b>	<b><u>Twice-Monthly Accrual Rate</u></b>	<b><u>Annual Accrual Rate</u></b>
1 to 4 years	3.33 hours	80 hours
5 to 9 years	5.00 hours	120 hours
10 to 13 years	5.83 hours	140 hours
14 years and over	6.66 hours	160 hours

**Section 2.** Employees who leave the employ of the City after having been employed for one (1) or more years, shall be entitled to a prorated vacation allowance of one-twelfth (1/12th) of their earned vacation for each full month of service.

**Section 3.** All time off for vacation shall be by mutual agreement between the supervisor and the employee. In the event of a conflict between the employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods. Time off for vacations shall be taken by the employee each year, except in cases where special permission has been granted by the City Administrator allowing for an employee's vacation or portion thereof to be carried over to the succeeding year. At no time shall an employee have more than twelve (12) days of vacation from previous carry-overs in addition to his regularly earned vacation. An employee shall, on his or her anniversary date, have no more than twelve (12) days of vacation from previous carry-overs in addition to the employees annual vacation accrual for the previous year.

## **ARTICLE 14 - SICK LEAVE**

**Section 1.** All full-time employees employed by the City for ninety (90) days or more shall be entitled to accumulate sick leave credits in the amount of eight (8) hours for each month of service. Each employee's unused sick leave shall accumulate in a personal sick leave bank to a maximum of one thousand two hundred (1,200) hours.

**Section 2.** The City may require a doctor's certificate to substantiate loss of time due to illness or off-the-job accidents after the employee has missed four(4) consecutive days. Employees taking time off for medical or dental appointments shall have such time off charged against their sick leave benefits.

An employee may use up to one day of sick leave to care for or make arrangements for the care of an ill member of the immediate family. Additional time may be granted by the Chief of Police.

**Section 3.** Upon retirement under the City's retirement plan, an employee shall be cashed out at the rate of fifty percent (50%) of the amount of employee's accumulated but unused sick leave, up to a maximum of nine hundred sixty (960) hours based on employee's wage at the time of retirement.

**Section 4.** An employee off work due to an on the job injury shall be allowed to use accumulated sick leave to supplement the difference between his/her net pay and workers' compensation payments for thirty (30) days from the date of the injury. The City will supplement the difference thereafter for a period of 180 calendar days. The City's supplement may be extended at the discretion of the City Council.

**Section 5.** The City will allow employees to take parental or family leave in accordance with State and Federal law. An employee may elect to use accumulated leave time in the following order; compensatory time first, vacation time second, and then sick time third, or to take leave without pay, without having to first exhaust any paid leave banks.

**Section 6.** No leave time previously intended for other purposes (examples: vacation, compensatory time, holiday, etc.) shall be converted to sick leave, unless such conversion is pre-approved.

## **ARTICLE 15 - FUNERAL LEAVE**

**Section 1.** In the event of a death in the employee's immediate family, said employee shall be entitled to a leave of absence with pay up to three (3) working days to make arrangements for and/or attend the funeral. Additional time may be granted by the City Administrator. The Employee's immediate family shall include: spouse, ex-spouse, children, step-children, parents, brothers, step-brothers, sisters, step-sisters, grandparents, mothers-in-law, fathers-in-law, brothers-in-law and sisters-in-law, aunts and uncles.

## **ARTICLE 16 - JURY DUTY**

**Section 1.** Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, provided, that the employee endorses all checks received from the court for those services over to the City. If an employee serving jury duty is excused, dismissed or not selected, then he shall report for his regular work assignment as soon as possible.

## **ARTICLE 17 - EDUCATIONAL LEAVE**

**Section 1.** Educational leave will be at the discretion of the City Administrator.

## **ARTICLE 18 - LEAVE OF ABSENCE**

**Section 1.** All regular employees may be granted a leave of absence without pay for a period of time, up to twelve (12) months, if in the judgement of the City Administrator, such leave would not seriously handicap the employee's department. All requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time of the requested leave and must include a complete justification for the leave, except in the case of an off-the-job accident, in which case the leave may start immediately.

While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement

contributions, etc., but shall not lose seniority accrued previous to beginning the leave. Employees on such leave shall be eligible for health and welfare insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

The City will pay the Health & Welfare insurance premium for employees on approved leave of absence due to the serious illness of the employee or a family member.

## **ARTICLE 19 - HEALTH & WELFARE/DENTAL/PRESCRIPTION DRUGS**

**Section 1.** Effective July 1, 2001, through June 30, 2003 (the term of this Agreement), the City and the Association agree to split any increase in annual premiums fifty/fifty (50/50) up to a ten percent (10%) increase. Any increase in premiums over ten percent (10%) will be paid by the City. Such insurance coverage shall remain at no less than the benefit levels recognized through the adoption of this Agreement. All other benefits shall continue at the level currently in existence. In addition, the Employer agrees to provide benefits as noted herein, but reserves the right to select the particular insurance carrier(s) to underwrite the specific benefits.

**Section 2.** During the term of this Agreement, the City will provide one and one-half (1 1/2) times an employee's annual salary as life insurance and death benefits for all bargaining unit members.

**Section 3.** The City shall provide a program of long term disability insurance for all employees.

## **ARTICLE 20 - RETIREMENT**

**Section 1.** The City agrees to cover Association bargaining unit members under the Oregon Public Employees Retirement System (P.E.R.S.), at no cost to the employee.

## **ARTICLE 21 - SAFETY COMMITTEE**

**Section 1.** The City shall have a Safety Committee and will hold periodic safety meetings with the employees. One employee selected by the Association shall be on the safety committee without loss of pay for participating in official safety committee business.



This voluntary representation during off-duty hours shall not be considered hours worked for compensation purposes.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

**Section 1. Grievance Procedure.** Any grievance or dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

**Step 1.** The employee, with or without his Association representative, shall present the matter in writing to the Chief within fourteen (14) calendar working days, from the date the grieving party first became aware of the problem giving rise to the grievance. Within seven (7) calendar days after receipt of the report, the Chief shall attempt to resolve the matter and submit his answer in writing to the employee and association representative.

**Step 2.** If the grievance still remains unsettled, the Association may within fourteen (14) calendar days after the reply of the Chief is received or the date that such reply is due, submit the grievance in writing to the City Administrator. The City Administrator shall respond in writing to the employee and Association representative within seven (7) calendar days.

**Step 3.** If the grievance still remains unresolved, the Association may submit the matter to binding arbitration within fourteen (14) calendar days of the date reply is received from the City Administrator or the date that such reply is due.

**Section 2.** This arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employer and the Association shall have the right to strike three (3) names from the panel. A coin toss shall determine the first strike. Following the first strike the other party shall then strike one (1) name. The process will be repeated twice and the remaining person shall be the arbitrator.

The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. 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 decision of the arbitrator shall be binding both parties. The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.

### **ARTICLE 23 - STRIKE/LOCKOUT**

**Section 1.** The Association agrees that during the term of this Agreement, its membership will not engage in any strike, work stoppage, slowdown, or interruption of City services as per Oregon Law, and the City agrees not to engage in any lockout.

### **ARTICLE 24 - PERSONNEL RECORDS**

**Section 1.** No material in any form which can be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file, unless such employee has first been allowed to read such material. Any employee may, upon request, have access to his personnel file. Any employee may also have the right of reproduction of his personnel file in full or in part at no charge if the materials are needed to aid in the defense against a disciplinary action. No portion of any employee's file shall be transmitted without the explicit consent and request of the employee other than those authorized by the City or by order of a court of competent jurisdiction.

**Section 2.** The City shall maintain only one personnel file. An employee's supervisor may keep a "working file" for purposes of personnel evaluations.

**Section 3.** Evaluations will be removed from the employee's personnel files after five (5) years and given to the employee.

### **ARTICLE 25 - ASSOCIATION BUSINESS**

**Section 1.** The City shall provide a bulletin board for the Association to post bulletins and other material pertaining to its members.

**Section 2.** Members of the Association who are officially designated as representatives of the Association, shall be permitted to attend negotiating meetings and/or contract administration sessions, as the need may arise. These employee representatives shall not forfeit pay if such meetings are held during their working hours, provided they are for legitimate reasons. An employee abusing this privilege to handle Association business on City time, could result in the employee forfeiting all or part of his pay for such time. At no time shall the City be obligated to pay more than two (2) representatives of the Association at any one time for such Association business.

**Section 3.** The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable. Membership or nonmembership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong shall make a payment in lieu of dues defined in ORS 243.650(18). The non-association of employees, based on religious objections, shall be guarded as provided for under state and federal law.

## **ARTICLE 26 - LIGHT DUTY ASSIGNMENT**

**Section 1.** An employee injured on the job may be required to perform light duty assignments. An employee injured off of the job may request light duty assignments. In each case the City may require an independent medical examination to determine whether the employee is fit for light duty assignments, and, if so, the types or nature of activity that the employee may or may not perform. If the examination is not covered by the employee's health insurance coverage, it shall be paid for by the City. The City will provide the employee with a form of physician's release to be completed by the examining doctor.

An employee assigned to light duty will be assigned to an administrative schedule that is typically Monday through Friday

from 0800 to 1600, although the schedule may be adjusted based on the operational needs of the City. A light duty assignment is a temporary accommodation.

## **ARTICLE 27 - TRAUMATIC INCIDENTS**

**Section 1.** An employee directly involved in a traumatic incident while in the performance of his duty shall have the opportunity to undergo a traumatic incident debriefing with a medical doctor or psychologist jointly designated by the Association and City. The City may require an employee involved in a traumatic incident to undergo such debriefing. The debriefing shall be for the purpose of allowing the employee to deal with the moral/ethical and/or psychological effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department for any reason, except as provided below. If the debriefing is not covered by the employee's health insurance coverage, it shall be paid for by the City.

An employee may be placed on administrative leave with pay if warranted. The decision to place the employee on administrative leave and the length of the leave shall be made by the City after consultation with the person conducting the debriefing, whose recommendation shall be limited to the need for and length of the recommended leave.

## **ARTICLE 28 - INDEMNIFICATION AGAINST LIABILITY**

**Section 1.** The City shall defend, save harmless, and indemnify any employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in case of malfeasance or willful or wanton neglect of duty.

## **ARTICLE 29 - OTHER EMPLOYMENT**

**Section 1.** No employee may engage in employment with another employer while in the employ of the City, unless he has first received written approval from his department head and the City Administrator.

## **ARTICLE 30 - PROTECTIVE CLOTHING/UNIFORMS**

**Section 1.** The City shall provide employees with protective clothing and uniforms when they are required as a condition of employment. Such items shall be considered as the property of the City and shall be returned to the city upon termination of employment, prior to the employee's final payment of wages. The care and cleaning of such clothing shall be the responsibility of the employee. The City shall pay all bargaining unit employees a cleaning allowance of fifty dollars (\$50.00) per month.

**Section 2.** The City shall provide a plain clothes clothing allowance of fifty dollars (\$50.00) per month to employees assigned to detective duties.

**Section 3.** The Department and Association shall establish a process through which an employee may be allowed to use police-related personal property in carrying out their police responsibilities. This process will include a responsibility by the employee to report damage, destruction, theft or loss of personal property in a timely fashion. If the clearance and reporting requirements are met, the City agrees to reimburse employees for personal property stolen, damaged, lost or destroyed as a result of the use of such property in the employee's performance of duties. However, such reimbursement will not be required where the property was adversely affected due to an intentional act by the employee or as a result of the employee's gross negligence.

## **ARTICLE 31 - SAVINGS CLAUSE**

**Section 1.** Should any provision of this Agreement be found to be in conflict with any federal or state law, or final decision of any court of competent jurisdiction, or ruling or decision of any administrative agency, said provision shall be modified to comply with said law or decision and all other provisions of this Agreement shall remain in full force and effect.

## ARTICLE 32 - DURATION OF AGREEMENT

**Section 1.** This Agreement shall become effective upon signing, with wages, insurance, and all economic benefits retroactive to July 1, 2001. This Agreement shall remain in full force and effect through June 30, 2003.

This Agreement shall remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) days prior to the expiration of the Agreement or any subsequent anniversary date of this Agreement, requesting that the Agreement be opened for changes and/or termination. In that case, the Agreement shall remain in full force and effect until a new agreement is signed by both parties.

FOR: THE CITY OF CANBY,  
OREGON

By: Terry L. Smith  
Mayor

By: [Signature]  
City Administrator

Date: Aug 1, 2001

FOR: THE CANBY POLICE  
ASSOCIATION

By: [Signature]  
President

By: [Signature]  
Secretary

Date: August 2, 2001

**SCHEDULE "A"**

The following monthly wage scale shall be effective retroactively from July 1, 2001, through June 30, 2002, and reflects a three percent (3%) increase:

	New Hire	One Year	Two Years	Three Years	Four Years	Five Years	Seven Years	Ten Years
Police Patrol	2740	3001	3144	3294	3448	3646	3755	3868
Sergeant	3364	3688	3847	4005	4216	4420	4552	4688

The following monthly wage scale shall be effective July 1, 2002, through June 30, 2003, and reflects a three percent (3%) increase:

	New Hire	One Year	Two Years	Three Years	Four Years	Five Years	Seven Years	Ten Years
Police Patrol	2822	3091	3238	3393	3552	3756	3868	3984
Sergeant	3465	3799	3962	4125	4342	4552	4688	4828