

AMENDED AGENDA

CANBY CITY COUNCIL MEETING

July 19, 2006, 7:30 P.M.

Council Chambers
155 NW 2nd Avenue

Mayor Melody Thompson

Council President Teresa Blackwell

Councilor Randy Carson

Councilor Walt Daniels

Councilor Roger Harris

Councilor Tony Helbling

Councilor Wayne Oliver

CITY COUNCIL MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

B. Employee of the Month Presentation – June

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C. Pickle Award Recipient

Pg. 2

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

A. Approval of Accounts Payable \$ 454,680.48

B. Approval of Minutes of the July 5, 2006 City Council Work Session, Regular Meeting and Executive Session

C. New Liquor License Application for La Mixteca

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D. Amendment to Employment Agreement for City Administrator

Pg. 7

7. RESOLUTIONS & ORDINANCES

A. Res. 926, Amending Canby's System Development Charges to Account for Inflation

Pg. 8

B. Res. 927, Adopting Contract Between City of Canby and Canby Police Association

C. Ord. 1216, Authorizing Purchase of Road Right-of-Way for Extension of SW Berg Parkway (2nd Reading)

Pg. 11

- D. Ord. 1217, Authorizing Contract with Blackline, Inc. for Seal Coating of
Approximately 47,200 Square Yards of Street Asphalt Pg. 14
- E. Ord. 1218, Authorizing Contract with Scott Beck, Architect for Architectural Services
for the Legacy Park and Maple Street Park Restroom Projects
- 8. NEW BUSINESS**
 - A. Findings, Conclusion & Final Order ANN 06-01 Weygandt Pg. 18
 - B. Findings, Conclusion & Final Order ANN 06-02 S.T.J. LLC Pg. 23
 - C. Findings, Conclusion & Final Order ANN 06-03 Hellbusch Pg. 28
 - D. Swim Center Levy Renewal Pg. 33
- 9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
- 10. CITIZEN INPUT**
- 11. ACTION REVIEW**
- 12. EXECUTIVE SESSION: ORS 192.660(2)(e) Real Property and ORS 192.660(2)(h)
Pending Litigation**
- 13. ADJOURN**

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.4021 ext. 233. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.

RESOLUTION NO. 927

A RESOLUTION ADOPTING A CONTRACT BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY POLICE ASSOCIATION FOR THE PERIOD FROM JULY 1, 2006 THROUGH JUNE 30, 2009.

WHEREAS, the City has recognized the Canby Police Association as the sole collective bargaining agent for all regular employees, as noted in the Agreement between the parties, attached hereto as Exhibit "A".

WHEREAS, the collective bargaining agreement between the City and the Association expired on June 30, 2006, and

WHEREAS, the City and the Association have bargained the terms and conditions of a new contract to be retroactive to July 1, 2006 and to expire on June 30, 2009, now therefore,

IT IS HEREBY RESOLVED by the City of Canby Council as follows:

1. That the attached contract, marked as Exhibit "A" and by this reference incorporated here, is adopted between the City and Union for the period of July 1, 2006 through June 30, 2009.
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 are authorized to sign the contract on behalf of the City.

This resolution shall take effect, retroactively, to July 1, 2006.

ADOPTED this 19th day of July, 2006, by the Canby City Council.

Melody Thompson - Mayor

ATTEST:

Kimberly Scheafer, 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 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

eighty (80) 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 judgment 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.

Section 10. Overtime shall be offered to employees on a seniority basis, except in cases of emergency. However, an "emergency" does not include budgeting considerations or situations created by the City. Recognizing that seniority is ultimately the prevailing consideration upon which the assignment of overtime is based, an effort will be made to distribute overtime throughout the Department on a fair and equitable basis.

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 Public Safety Standards and Training (DPSST) will be compensated at the rate of:

Intermediate Certificate: 3.5% per month
Advanced Certificate: 5% per month

Section 4. An officer assigned as detective shall receive 3.5% per month premium to be added to his regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

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 five percent (5%) 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 five percent (5%) 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 dollar (\$1.00) per hour for each hour that they are assigned a regular or reserve officer.

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.

Section 9. The position of Evidence Technician is recognized as a position within the Association. The corresponding wage scale for the position is noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Step increments for this employee only are based on the receipt of acceptable/satisfactory annual performance evaluations.

Section 10. Officers who serve in the Traffic Unit or Gang Enforcement shall receive in addition to his/her regular pay, a 3.5% premium. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

Section 11. Employees may become eligible for longevity pay according to the following schedule:

After one full year at Step 5—3.5% of salary for personnel at Step 5;
After ten years of employment—5% of salary.

ARTICLE 11—PER DIEM AND MILEAGE

Section 1. Employees shall be paid a per diem allowance for meals and incidental expenses for approved travel and/or training as follows:

- A. For travel and/or training within the continental United States (CONUS) the per diem rate listed at www.gsa.gov and in effect at the time of the travel;
- B. For travel and/or training outside of the continental United States (OCONUS), the per diem rate listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel and/or training.

Section 2. Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and

Incidental Breakdown listed at www.gsa.com and in effect at the time of the travel and/or training.

Section 3. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel and/or training.

Section 4. An employee required by the Chief or his designated agent to use a personally owned vehicle for City business shall be compensated at the rate listed at www.gsa.gov/mileage and in effect at the time of the travel. Mileage reimbursement is paid monthly.

ARTICLE 12 - HOLIDAYS

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.

<u>Years of Service</u>	<u>Twice-Monthly Accrual Rate</u>	<u>Annual Accrual Rate</u>
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	7.91 hours	190 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 employee's 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.

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 one thousand (1,000) 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 judgment 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. The City and the Association agree to split any increase in the annual medical premium fifty/fifty. Except that in no event shall any Association member pay more than ten percent (10%) of the Medical premium cost. The City will fully pay dental and vision insurance.

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. Records of discipline that involve measures up to and including written reprimands shall be removed from the employee's personnel files after three (3) years and given to the employee. Records of suspensions shall be removed from the employee's personnel files after seven (7) years and given to the employee. If a subsequent disciplinary action(s) is imposed prior to removal of a record of discipline or suspension under this section, the time for removal shall be computed from the subsequent disciplinary action.

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.

Section 4. The City will reimburse employees annually in the amount of one hundred fifty dollars (\$150.00) for the purchase of footwear to be used in carrying out their police responsibilities on behalf of the City.

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, 2006. This Agreement shall remain in full force and effect through June 30, 2009.

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

FOR: THE CANBY POLICE
ASSOCIATION

By: _____
Mayor

By: _____
President

By: _____
City Administrator

By: _____
Secretary

Date: _____

Date: _____

SCHEDULE "A"

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Patrol	3849	4038	4235	4443	4661
Sergeant	4665	4894	5133	5385	5649
Evidence Technician	3073	3224	3382	3547	3721

The above monthly wage scale shall be applied retroactively from July 1, 2006 through June 30, 2007. Association members who are in the steps "New Hire" and "Step 1" of the existing wage scale on June 30, 2006 shall be placed in "Step 1" effective July 1, 2006. Association members who are in "Step 2" through "Step 4" of the existing wage scale on June 30, 2006 shall be placed in the same step effective July 1, 2006. All other Association members shall be placed in "Step 5" effective July 1, 2006. The above monthly wage scale shall be increased effective July 1, 2007 and July 1, 2008 by the amount of the CPI-U Portland for the previous calendar year with a minimum of three percent (3%) and a maximum of six percent (6%).

Date: July 12, 2006
To: Honorable Mayor Thompson and City Councilors
From: Beth Saul, Library and Parks Director
Through: Mark Adcock, City Administrator
RE: Proposed contract for architectural drawings

Issue: The proposed contract with Scott Beck, Architect for construction drawings for the Legacy Park and Maple Street Park restroom buildings is needed in order to bid out these jobs.

Synopsis: As you know, the restroom buildings for these two parks are the next priority for the development of Legacy Park and also for rehabilitation of Maple Street Park. Scott Beck, a local architect who created the concept drawings approved by the Park and Recreation Advisory Board and staff, is ready to prepare the necessary construction drawings and bid documents so that we may proceed toward building these needed facilities. Ordinance 1218 has been prepared to authorize the Mayor and City Administrator to enter into a contract with Scott Beck, Architect for this purpose.

Recommendation: *Staff recommends that the Council approve Ordinance 1218, an ordinance authorizing the Mayor and City administrator to execute a contract with Scott Beck, Architect for architectural services for the Public Restroom projects.*

Background: The development of Legacy Park is a Council goal to complete as soon as possible, and the restroom is the next step. The rehabilitation of Maple Street Park is the top priority of the Park and Recreation Advisory Board as funding allows, and this year a combination of grant monies and Park Restoration Funds will enable staff to address the need for a new restroom/support facility in this popular park during the coming fiscal year.

Fiscal Impact: Funds are budgeted for these projects in the Park Development fund and in the Park Restoration fund.

ORDINANCE 1218

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SCOTT BECK, ARCHITECT FOR ARCHITECTURAL SERVICES FOR THE LEGACY PARK AND MAPLE STREET PARK RESTROOM PROJECTS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby wishes to construct new restroom facilities for Legacy Park and Maple Street Park; and

WHEREAS, the City wishes to employ Scott Beck, Architect, as an independent contractor under a personal services contract for the purpose of producing the necessary construction drawings and bid documents, as well as to provide assistance with the bidding and construction processes as needed; and

WHEREAS, Scott Beck, Architect has proposed a personal services contract for these services which is acceptable to the City; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Scott Beck, Architect for preparation of construction drawings and bid documents and additional assistance as needed. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety and general welfare of the citizens of Canby that these services be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 19, 2006 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on

Wednesday August 2, 2006, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

Kimberly Scheafer
City Recorder Pro-Tem

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on June 21, 2006 by the following vote:

YEAS _____ NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer
City Recorder Pro Tem