

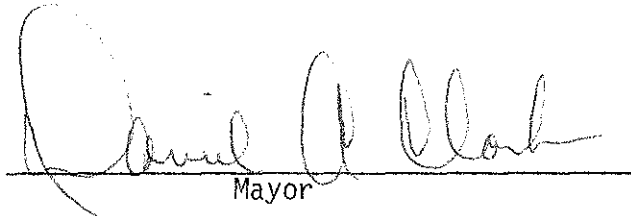
A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO ENTER INTO A LABOR)
CONTRACT .)

RESOLUTION NO. 23
for 1979

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

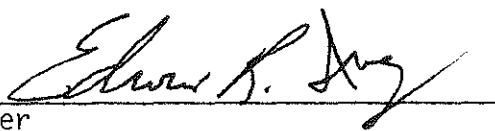
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a labor contract with the Lebanon Police Administrative Association for the fiscal year 1979-80. A copy of said contract is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 13th day of June, 1979.



Mayor

ATTEST:



Recorder

CONTRACT BETWEEN THE CITY OF LEBANON, OREGON
AND THE
LEBANON POLICE ADMINISTRATIVE ASSOCIATION, LEBANON, OREGON

PREAMBLE

THIS CONTRACT is entered into as of July 1, 1979 between the City of Lebanon, Oregon, hereinafter referred to as the "City" and the Lebanon Police Administrative Association, Lebanon, Oregon, hereinafter referred to as the "Administrative Association."

It is the intent and purpose of this contract to assure sound and mutually beneficial working conditions and economic relations between the City and the Administrative Association; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the City and the Administrative Association, including but not limited to matters concerning direct or indirect monetary benefits, hours, vacation, sick leave, grievance procedures, and other conditions of employment.

ARTICLE I. RECOGNITION

The City recognizes the Administrative Association as the sole and exclusive bargaining agent for all members of the bargaining unit for the purpose of, but not limited to direct or indirect monetary benefits, hours, vacation, sick leave, grievance procedures, and other conditions of employment. Those members of the bargaining unit are defined as full-time employees as described in the position classification plan adopted by the city and the positions delineated below:

- 1) Sergeant
- 2) Records Supervisor

ARTICLE II. MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this agreement, the City retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with, or in any way incident to, its responsibility

to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- 1) To direct and supervise all operations, functions and policies of the department in which the administrators in the bargaining unit are employed;
- 2) To manage and direct the work force, including, but not limited to the right to determine the methods, processes and manner of performing work; the right to purchase, dispose of and assign equipment or supplies;
- 3) To determine the need for a reduction or increase in the work force;
- 4) To establish, revise and implement standards for promotion, classification, quality of work, safety, materials and equipment;
- 5) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;
- 6) To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, or in bad faith or without just cause.

ARTICLE III. CITY SECURITY

(A) So long as this agreement remains in force, the Administrative Association or its members as individuals, or as a group, will not participate in any strike, work stoppage, slow down or other restriction of work against the City. Violation of this article shall fulfill just cause requirements for disciplinary action, including discharge.

(B) In the event of a strike, work stoppage, slow down, picketing or other restriction of work in any form, either on the basis of the individual choice or collective employee conduct during the life and duration of this agreement, the Administrative Association will immediately upon notification from the Mayor, City Administrator, or the City Council, attempt to secure an immediate and orderly return to work.

ARTICLE IV. ADMINISTRATION ASSOCIATION SECURITY

(A) Employees shall have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining with their public employer on matters concerning employment relations.

(B) The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of membership in or legitimate activity as required in this contract on behalf of the members of this bargaining unit, nor will the City encourage membership in any other union or association.

(C) The Administrative Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

(D) The provisions of this contract will be applied equally to all employees in the bargaining unit without discrimination as to sex, age, marital status, race, color, creed, national origin, religion or political affiliation.

(E) The Administrative Association shall share equally with the City the responsibility for applying this provision of this contract.

ARTICLE V. HISTORICAL BENEFITS

(A) Agreements in the contract are not intended to nullify existing benefits to the employees under the City's current practice, unless specifically included in the contract.

(B) Notwithstanding a non-written historical benefit that has not been used during a period of four (4) years commencing July 1, 1978, shall cease to be interpreted as a historical benefit.

ARTICLE VI. HOURS OF WORK

(A) The employee's regular work week shall consist of forty (40) hours. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations.

(B) Shift schedules and shift changes will be posted at least fifteen (15) days in advance of the date such schedule is to take effect.

(C) The Chief of Police reserves the right to assign personnel to work shifts

deemed necessary, and further may assign personnel to work a different shift, under emergency situations, so long as the aforementioned forty (40) hour work week is not violated without proper compensation, through the payment of overtime pay or compensatory time off.

ARTICLE VII. OVERTIME

(A) Time and one-half the employee's regular rate of pay will be paid for work under any of the following conditions:

- 1) All work performed in excess of any scheduled work day;
- 2) All work performed in excess of forty (40) hours in any work week;
- 3) Call-back outside the aforementioned scheduled work day, forty (40) hour work week; minimum time guaranteed for overtime compensation being two (2) hours, but not limited thereto;
- 4) Court time outside the aforementioned scheduled workday, forty (40) hour work week, or any other time the employee is not working within his regular scheduled shift; minimum payment for court time is two (2) hours.
- 5) Employees may be granted compensatory time off for accrued overtime or receive monetary reimbursement at the same rate.

ARTICLE VIII. TRAVEL

When an employee is required to report for work at any location other than his established place of work, or whenever an employee, as part of his regular work or schools, training or other travel, is required to travel, utilizing his personal transportation, he will be paid at the rate of seventeen (17) cents per mile for all miles traveled.

ARTICLE IX. COMPENSATION

(A) Effective July 1, 1979, employees covered by this contract will receive compensation for each month of continuous service in accordance with the following

salary schedule.

(B) An employee who works in a higher classification, more than thirty (30) consecutive days, shall receive a ten percent (10%) increase in pay during the time he is out of his classification.

(C) Pay Schedule:	<u>Base:</u>	<u>6 mos</u>	<u>1 Yr</u>	<u>2 Yr</u>
Sergeant -	\$1,330	\$1,397	\$1,464	\$1,536
Records Supervisor -				959

Rates established above are based on a 7.9% salary increase for the fiscal period of 1979-80.

(D) The City shall pay shift differential per the following:

- 1) Swing Shift (third watch) shall be compensated at ten cents (10¢) per hour additional;
- 2) Graveyard (first watch) shall be compensated at fifteen cents (15¢) per hour additional.

(E) In the event this contract is extended beginning July 1, 1980, compensation shall be increased at a minimum rate of the highest Portland, Oregon Consumer Price Index for the period of July 1, 1979 to July 1, 1980, but not limited thereto. Raises shall then occur each and every six months at a rate not less than the highest Consumer Price Index for Portland, Oregon.

ARTICLE X. HEALTH AND WELFARE

(A) The City will pay all costs for Administrative Association employees and their dependants on the following Schedule:

- 1) Blue Cross Health Insurance (League of Oregon Cities Plan III)
- 2) Blue Cross Vision Coverage (Full Service Coverage)
- 3) Blue Cross Dental Insurance (League of Oregon Cities Plan III)
- 4) Blue Cross Orthodontic Supplement to Plan III)

(B) The City provides insurance coverage for all employees through the State Accident Insurance Fund (formerly State Compensation Board) for injuries and illnesses

arising out of, and in the course of employment with the City of Lebanon. When an employee must take time off from work as a result of such injury or illness, he shall receive compensation as scheduled by the State Accident Insurance Board. Additional payment by the City of an amount equal to the difference in payments received from the state and the employee's regular salary shall be authorized by the Chief of Police for a period not to exceed six (6) months. In the succeeding six (6) months the employee may use accrued sick leave, vacation and compensatory time to further extend the disability period. The City may require medical progress reports prior to approval of such payments.

ARTICLE XI. VACATION

(A) All permanent full time employees of the Administrative Association will be entitled to and encouraged to take vacation with pay during each year of employment. Vacation time will progress in days per the following schedule:

<u>Years:</u>	<u>Vacation:</u>
1	2 weeks
2	2 weeks + 1 day
3	2 weeks + 2 days
4	2 weeks + 3 days
5	3 weeks
6	3 weeks + 1 day
7	3 weeks + 2 days
8	3 weeks + 3 days
9	3 weeks + 4 days
10	4 weeks

(B) An employee may not accumulate vacation leave in excess of two (2) times his/her authorized yearly rate.

(C) New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. An employee who terminates during the initial six (6) months of his employment or during his probationary period shall not be entitled to vacation leave pay. Upon termination of employment a full-time employee who has completed at least six (6) full months of continuous service shall receive pay for vacation credits earned,

but not taken in the current year, plus vacation pay for each full payroll month worked during the year of termination.

(D) Scheduling of vacation shall be approved by the Chief of Police. Vacation periods granted shall have due consideration given to (a) minimum interference with City business, and (b) seniority within the department.

(E) If the employee chooses more than one vacation period he may not exercise seniority or choice of the second, third, etc. vacation period until all employees with less seniority in the department have exercised their seniority in a similar manner.

ARTICLE XII. RETIREMENT

The City will continue to participate in the Public Employees Retirement System, or its successor.

ARTICLE XIII. HOLIDAYS

(A) The following paid holidays will be recognized and observed by date so recognized and approved by the City:

- | | |
|--------------------------|-----------------------------|
| 1) New Years | 6) Labor Day |
| 2) Lincoln's Birthday | 7) Veteran's Day |
| 3) Washington's Birthday | 8) Thanksgiving Day |
| 4) Memorial Day | 9) Christmas Day |
| 5) Independence day | 10) Employee's personal day |

(B) Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a holiday, except for the employees in continuous operation. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as a holiday except for the employees in continuous operation. Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

(C) If an employee works on any of the holidays listed above, the employee will be paid for all hours worked at the rate of time and one-half (1 1/2) in addition to

his/her holiday pay. If it is necessary to continue work after eight (8) hours, when the holiday pay runs out, the employee shall continue to receive two and one-half (2 1/2) times his/her rate of pay. At no time will an employee receive compensation at a rate higher than two and one-half (2 1/2) times his/her rate of pay.

(D) Permanent, full-time employees will receive one personal holiday with pay at the employee's regular rate of pay. This holiday may be taken any time during the year, but must be coordinated with the Chief of Police to be taken at a time that is convenient to both the employee and to the manning needs of the department.

(E) Permanent, full-time employees will receive administrative leave for administrative duties performed that are not compensated for by overtime.

ARTICLE XIV. SICK LEAVE

(A) Sick leave will be accrued at the rate of one (1) day per month, beginning with the employee's date of hire. Maximum accrual being nine hundred sixty (960) hours. Sick leave may be used from the employee's initial date of hire.

(B) Unused sick leave shall not be compensated upon termination except in the following circumstances:

1) ORS 237.153 outlines the use of fifty percent (50%) of accrued sick leave to be used in the calculation of the final retirement benefit.

2) The City hereby agrees to participate in this program.

(C) Sick leave will be allowed:

1) When an employee is unable to work because of illness or off the job injury but not for disability resulting from outside employment.

(D) Misuse of sick leave is grounds for dismissal.

(E) The City may require a doctor's verification of illness, if the illness exceeds three (3) working days.

(F) The City herein agrees to allow an additional five (5) days of sick leave to be donated to an individual in the bargaining unit that has exhausted his sick leave. The following criteria must be met:

1) The members of the bargaining unit may by a majority vote, donate five (5) days of accrued collective sick leave to be used by such individual provided that such individual has exhausted all personal available time off.

2) It is further agreed that the Chief of Police shall have final approval.

ARTICLE XV. MILITARY TRAINING

Military leave shall be granted in accordance with the Oregon Revised Statutes, ORS 408.211 through 408.290.

ARTICLE XVI. LEAVE OF ABSENCE

(A) A permanent employee may be granted a leave of absence for up to ninety (90) days when the work of the department will not be seriously handicapped by the employees' absence.

(B) Request for such leave must be in writing and must establish reasonable justification for approval by the Police Chief or Administrator. Leave of absence for longer than two (2) weeks must be approved by the City Administrator.

(C) Employees shall be granted leave with full pay whenever they are required to report for jury duty or as a witness.

ARTICLE XVII. EDUCATIONAL LEAVE OF ABSENCE

(A) After completing one (1) year of service, an employee, upon request, may be granted a leave of absence for educational purposes at an accredited school, when it is related to his/her job.

(B) The period of such leave of absence shall not exceed twelve (12) consecutive months.

(C) Additional renewal of educational leave of absence, after the initial twelve (12) months, may be granted by the City Administrator.

ARTICLE XVIII. COMPASSIONATE LEAVE OF ABSENCE

(A) In the event of notification of death in the immediate family, (above the level of first cousin) the Chief of Police may grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral. Such leave shall not be charged to sick leave accumulation.

(B) Leave with pay of up to eight (8) hours may be granted when an employee serves as a pall bearer.

(C) When an employee must be away from the job because of serious illness in the immediate family (husband, wife, mother, father, son, daughter, step-children, mother-in-law, father-in-law, grandparents, brother or sister) the employee may request time off, which may be granted by the Chief of Police or his designee.

ARTICLE XXIV. UNIFORMS AND EQUIPMENT

(A) Authorized uniforms and equipment will be furnished by the City to each employee with replacement of the same when necessary through wear, destruction or changing of the uniform or equipment.

(B) The City shall be responsible to furnish reasonable equipment necessary to guarantee the physical and general health and welfare of its employees.

ARTICLE XX. CLEANING

Uniform cleaning will be furnished by the City. Such cleaning shall not be limited to duty uniforms. Necessary dry cleaning of authorized uniforms will continue in accordance with past, or otherwise approved police practice.

ARTICLE XXI. STANDBY

(A) Employees who are required to remain by a telephone, subject to call to duty, until relieved, shall be entitled to standby compensation.

(B) Compensation for standby duty will be granted at the rate of one (1) hour of payment at the employee's normal rate of pay, for each four (4) hours of standby duty; when an employee is required to stand by a telephone

ARTICLE XXII. INCENTIVE EDUCATION

(A) Incentive to recognize Police professional achievement will be paid as follows:

1) 2.5% salary increase for each ninety (90) college credit hours, not to exceed two hundred and seventy (270) hours, achieved in obtaining Intermediate or Advanced Board on Police Standards and Training Certification and Criminal Justice college courses, and authorized courses. Such incentive allowances will be received monthly. This incentive program is reflected below and shall be paid one (1) year after the member has achieved his step four (4) position:

	<u>A</u>	<u>B</u>	<u>C</u>
Sergeant	2.5%	5.0%	7.5%
Records Supervisor	2.5%	5.0%	7.5%

(B) The City of Lebanon shall encourage the employees to continue to develop themselves through special training and academic courses. The City of Lebanon will participate in an educational reimbursement program as follows, so long as the employee has made use of all available law enforcement program funds:

1) Where LEEP or a successor to this program pays for the cost of tuition, but not the books, the City of Lebanon shall reimburse the employee for the cost of the books at the flat rate of \$5.00 per credit hour to a maximum of twelve (12) credit hours per term;

2) Where LEEP Funds are not available to the employee, the City of Lebanon shall pay for books at the above rate and fifty percent (50%) of the cost of tuition up to \$100.00 maximum per college term;

3) To receive payment the employee must submit to the Chief of Police proof of completion of the course with a grade of "C" or better. The course must have been approved by the Chief of Police prior to employee taking the course. All college classes that apply to an AA, AS, BA, BS or MS in Criminal Justice shall be considered eligible courses;

4) The full cost of tuition and books will be paid by the City of Lebanon for all courses taken at the request of the City of Lebanon.

ARTICLE XXIII. GRIEVANCE AND ARBITRATION PROCEDURES

(A) For the purpose of this contract, a grievance is defined as a dispute about meaning or interpretation of a particular clause of this contract or about alleged violation of the contract.

(B) Grievance will be processed in the following manner and within the following time limits:

STEP 1: The grievance shall be reduced to writing, signed by the employee and shall include the following information;

- a. A statement of the grievance and the facts upon which it is based;
- b. Remedial action or request;
- c. The section of the contract to which the grievance relates.

The grievance will be submitted by the employee within five (5) working days of learning the facts leading to the grievance to the first level of supervision outside the bargaining unit, with a copy to the Chief of Police.

STEP 2: The grievance along with all pertinent information shall be submitted to the Chief of Police with a copy to the City Administrator. The Chief of Police and the City Administrator shall meet with the aggrieved party, the Association representative, and at the City Administrator's option, the full City Council, and shall render a decision within ten (10) days, excluding Saturdays, Sundays, and Holidays. If the grievance cannot be resolved within this period of time, it shall be forwarded to Step 3.

STEP 3: The City and the Association will jointly request a mediator from the Public Employees Relations Board. Any cost incurred shall be shared seventy-five percent (75%)/twenty-five percent (25%) by the City and the Association. The mediator shall have ten (10) days from the date of the appointment to investigate the grievance and shall then make recommendations to both parties. If the grievance is still not resolved, it shall be submitted to Step 4.

STEP 4: Fact Finding: The City and the Association will jointly request three fact finders from the Public Employees Relations Board. Any cost incurred shall be shared seventy-five percent (75%)/twenty-five percent (25%) by the City and the Association. The fact finders shall have ten (10) days from the date of the appointment to investigate the grievance and shall then make recommendations to both parties. If the grievance is still not resolved it shall be submitted to Step 5.

STEP 5: Arbitration: An arbitrator shall be selected in the following manner: A list of five (5) members of the American Arbitration Association shall be requested and the parties shall alternately strike one name from the list until only one name is left. The toss of a coin shall decide whether the City or the Association strikes the first name. The one name remaining after such striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall render a decision in ten (10) calendar days. The power of the arbitrator shall be limited to interpreting of this contract in determining if it has been violated. The decision shall be binding on both parties. The cost of arbitration shall be shared seventy-five percent (75%)/twenty-five percent (25%) by the City and the Association.

(C) Any or all time limits specified in the grievance procedure may be waived by mutual consent of the Association and the City. Failure to submit the grievance

in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(D) A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Association that the matter has been resolved.

(E) Information grievances may be processed by a meeting between the aggrieved party and a member of the command structure outside the bargaining unit. Should said informal grievance be resolved at this point, the grievance shall be reduced to writing for informational purposes only and filed with the Association and the City. No grievance action will be taken if the grievance is satisfactorily resolved at this point.

ARTICLE XXIV. LAYOFF

(A) If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of seniority and special skills. A layoff out of the inverse order of seniority may be made if in the City's judgment retention of special job skills is required.

(B) An employee when notified by the City that he is to be laid off, other than for just cause, shall have the right to select another job in his pertinent department provided he has the qualifications to perform the new job. Provided further, that the employee filling that position has less City seniority.

(C) 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 occupational classifications of the employees to be laid off.

(D) An employee who has been displaced to another job shall be given first consideration in filling a posted vacancy in his previous classification and department for a period of one year. Seniority shall not prevail in this instance.

(E) Any employee covered by this agreement who may be on a layoff due to a force reduction shall be notified of the vacancy and privileged to return to work before any outside person is given employment, provided that such employees are competent to fill existing vacancies for a period of fourteen (14) months from the date of layoff.

(F) It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by registered mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

(G) Employees laid off shall, if re-employed within fourteen (14) months, be paid at the wage rate for their period of service at the time of layoff in the classification at which re-employed.

(H) Employees, if re-employed within six (6) months after layoff shall be entitled to the benefit of progressive and negotiated rates that have occurred during the period of layoff, but no monetary retro-active payments.

(I) Employees returning to work after fourteen (14) months layoff or more shall be placed in the wage schedule justified by their former experience and service with the City.

(J) Employees accepting demotions for the purpose of maintaining continuation of employment shall receive corresponding wage rate for the period of service in the classification which he or she may be transferred.

ARTICLE XXV. SENIORITY

(A) City seniority is a length of continuous service worked by an employee for the City. City seniority shall apply in determining the order of preference in vacations.

(B) Departmental seniority is a length of continuous service worked by an employee in a department. Departmental seniority shall apply in determining days off, promotions, layoffs, and rehire.

(C) The City shall make available to the Association, on or about the first of

of July of each year, an updated list of present employees which provides sufficient information to determine seniority. This list may then be posed conspicuously so as to be available to the members of the Association.

ARTICLE XXVI. SAVINGS

Provisions of this contract are declared to be severable and if any section, subsection, sentence, clause, or phrase of this contract shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentence, clause, or phrase of this agreement; but they shall stand notwithstanding the invalidity of any part.

ARTICLE XXX. DURATION OF AGREEMENT

(A) This contract is effective July 1, 1979 and shall continue in full force to and including June 30, 1980, except under the below conditions:

- 1) If the restrictions placed on contracts in the President's Anti-inflation program are found to be invalid or illegal;
- 2) If through negotiation, arbitration, mediation or fact-finding, a group of employees paid by the City of Lebanon is granted a wage increase in excess of the Presidential guidelines.

If either of the above occurs, the City shall be bound to reopen negotiations at the Association's request.

(B) If anti-inflation guidelines or other restrictive economic sanctions are in force at the termination of the first year of this contract, the contract will be extended until such time as open, unlimited negotiations may occur. Article 11, Paragraph (C) of this contract reflects compensation provisions that will go into effect at that time.

(C) In the event that both parties find any non-cost section of this contract mutually unacceptable, the parties may develop a joint administrative memorandum to define the new procedure under which they both agree to operate.

(D) This contract may be opened at any time during the duration thereof by mutual agreement of both parties.

DATED this 25th day of June, 1979.

FOR THE CITY:

FOR THE ADMINISTRATIVE ASSOCIATION:

David A. Clark
Mayor

John H. Bandy

Edwin R. Gray
Administrator/Recorder

Walter R. Richmond

James C. Yehel
Chief of Police

David R. Stonehouse

Rodger Luenfeld

Nancy Simpson