


A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AN AGREEMENT
WITH THE LEBANON POLICE ASSOCIATION FOR
THE FISCAL YEAR 1983-84.)

RESOLUTION NO. 20
for 1983

BE IT RESOLVED BY THE 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 an agreement with the Lebanon Police Association for the fiscal year 1983-84. A copy of said agreement is attached hereto and made a part hereof.

passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 13th day of July, 1983.



Mayor

ATTEST:



Recorder

CITY

AGREEMENT

BY AND BETWEEN

THE CITY OF LEBANON, OREGON

AND

THE LEBANON POLICE ASSOCIATION

7/1/83 through 6/30/84

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LETTER OF AGREEMENT	

AGREEMENT AND PURPOSE

The parties of this Agreement are the CITY OF LEBANON and THE LEBANON POLICE ASSOCIATION, hereinafter named City and Association respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this Agreement.

ARTICLE 1 RECOGNITION

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the full-time (regular twenty hours per week or more) employees in the bargaining unit with respect to matters relating to wages, hours and working conditions. Appendix "A", attached hereto and by reference incorporated herein is a listing of all currently covered employees. Supervisory employees, confidential employees, part-time employees, seasonal employees, and persons hired for a limited period under a specific Government Act (such as CETA Title VI) are specifically excluded.

ARTICLE 2 NONDISCRIMINATION

2.1 This Agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, age, creed, color, national origin, or political affiliation. The Association and the City shall equally share the responsibility for upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the grievance procedure.

ARTICLE 3 ASSOCIATION RIGHTS

3.1 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 another union or association.
- C. The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

3.2 FAIR SHARE

A. The City agrees to deduct the uniformly required Association membership dues once each month from the pay of those employees who have authorized such deduction in writing.

Any full-time employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of this Agreement, or within thirty (30) days of becoming a full-time employee shall have deducted from his/her pay by the City as a condition of employment, a monthly service fee in the uniform amount of dues to the Association and used on a pro rata basis solely to defray the cost for its services rendered in negotiation and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized deductions have been made.

New Probationary employees are entitled to Association membership within thirty (30) days of hire. They will be represented by the Association and guaranteed all rights and privileges, except that the Association will not represent them for termination within their initial probationary period.

B. The provisions of Section A hereof shall not apply if an employee objects in writing to the City, based on such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment. The City will provide the Association with a copy of any such letter within five (5) days of its receipt.

In such instances, the employee shall authorize a deduction from his or her pay which is in lieu of an equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the United Fund or other mutually satisfactory charitable organization as agreed to between the employee and the Association.

C. For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section A or B of this Section, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

D. The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Association and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

3.3 ASSOCIATION BUSINESS AND REPRESENTATION

A. Association members, not to exceed two, and/or the aggrieved party, will not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating contracts or under the grievance procedure; however, the City will not pay overtime to employees attending such meetings or negotiations.

B. In all cases, the shift supervisor shall be given reasonable notice of when a member will be away from their assignment.

- C. Association officers may be granted compensatory time off up to 32 hours per year, for attending Association functions other than those listed in Section A above. Such time off may be granted only if the department has adequate manpower on duty to cover the shift(s) from which an Association member will be absent. In no instance will the City be obligated to pay overtime in order to comply with this Section.
- D. The Association will be allowed to conduct Association business with no resultant pay loss for on-duty members who are available to attend, so long as they are immediately available upon direction from supervisors to perform needed policy functions.

3.4 CONTRACT PRINTING AND DISTRIBUTION

The City shall, at no cost to the Association, provide the Association with the original copy of this Agreement. The cost of printing and of distribution shall be borne solely by the Association.

ARTICLE 4 EMPLOYEE BENEFITS

4.1 HOLIDAYS

(A) The following days are legal paid holidays:

New Year's Day	January 1st
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25th
(1) Employee Personal Holiday	Floating

(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 Sunday, the succeeding Monday shall be observed as a holiday except for employees in continuous operation. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as a holiday except for 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.

In order to qualify for holiday pay, an employee must have been employed at least thirty (30) days and must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave with pay.

(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 management to be taken at a time that is convenient to both the employee and to the manning needs of the department.

4.2 HEALTH AND WELFARE

(A) The City will provide eligible employees and their dependents a Health, Vision and Dental (with Orthodontia) insurance program which will provide substantially equal to or better benefits than those currently in effect. The City reserves the sole right to select the carrier(s) of the program.

(B) WORKERS' COMPENSATION

The City provides insurance coverage for all employees 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/she shall receive compensation as scheduled by the insurance carrier. Additional payment by the City of an amount equal to the difference in payments received from the carrier and the employee's regular salary shall be authorized 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.

4.3 RETIREMENT

For the duration of this contract, the City will continue to participate in the Public Employees Retirement System, or its successor.

4.4 LEAVES

(A) SICK LEAVE

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

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

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.

The City hereby agrees to participate in this program.

2) An employee will not be charged sick leave when he is off work as a result of an on-the-job injury or job related or induced illness.

- 3) Misuse of sick leave is grounds for disciplinary action.
- 4) Sick leave will be allowed:
 - a) When an employee is unable to work because of illness or off-the-job injury but not for disability resulting from outside employment;
 - b) A serious illness in the immediate family as defined in 4.4(E) when authorized;
 - c) Pregnancy will be treated as any other illness.
- 5) The City may require a doctor's verification of illness, if deemed necessary.
- 6) The City herein agrees to allow an additional ten (10) days of sick leave to an individual in the bargaining unit that has exhausted his/her sick leave. The following conditions and criteria must be met:
 - a) The members of the bargaining unit may, by a majority vote, donate ten (10) days of accrued collective sick leave to be used by such individual.
 - b) The Chief of Police has final authority to approve such a donation. His determination will be based on, in his judgment, the need of the individual to receive such sick leave, and also the determination as to the depletion of any given member's own accrued sick leave.
- 7) Accrued Sick Leave. An employee may accrue sick leave up to a maximum of 120 days. After 120 days of sick leave have been accumulated, an employee shall be paid thirty-three and one-third percent (33-1/3%) of one day of salary for each month in which no sick leave is used.

(B) MILITARY LEAVE

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

(C) LEAVE OF ABSENCE

A permanent employee may be granted a leave of absence without pay for up to ninety (90) days when the work of the department will not be seriously handicapped by the employee's absence. Request for such leave must be in writing and must establish reasonable justification for the approval by the Chief of Police or City Administrator. Leaves of absence for longer than two (2) weeks must be approved by the City Administrator.

Employees shall be granted leave with full pay whenever they are required to report for jury duty or jury service. Any pay received for this jury duty shall be turned over to the City.

(D) EDUCATIONAL LEAVE

After completing one year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his/her employment.

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

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

(E) COMPASSIONATE LEAVE

In the event of notification of pending death or death in the immediate family (husband, wife, daughter, step-children, sister, brother, step-sister, step-brother, mother, father, mother-in-law, father-in-law, grandfather, grandmother), the Chief of Police may grant sufficient time off with pay to make funeral arrangements, if necessary and to attend the funeral. A maximum of five (5) calendar days per year may be granted, if warranted, and such leave shall not be charged to sick leave accumulation.

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

4.5 VACATIONS

(A) All permanent full-time employees of the Police Department will be entitled 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>	<u>Years</u>	<u>Vacation</u>
1	2 weeks	6	3 weeks + 1 day
2	2 weeks + 1 day	7	3 weeks + 2 days
3	2 weeks + 2 days	8	3 weeks + 3 days
4	2 weeks + 3 days	9	3 weeks + 4 days
5	3 weeks	10	4 weeks

(B) An employee may not accumulate vacation leave in excess of two (2) times the vacation leave he/she was entitled to during the previous employment year.

(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/her employment shall not be entitled to vacation leave pay. Upon termination of employment, a full-time employee who has completed at least six (6) full payroll months of continuous service shall receive pro rata pay for vacation credits earned, but not taken, for each full payroll month worked during the year of termination.

(D) Scheduling of vacations 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. Employees shall make their vacation requests at least thirty (30) days prior to the beginning of the date of their vacation. Extended vacations shall require at least sixty (60) days notice prior to the commencement of the vacation. An extended vacation shall be defined as any amount in excess of that earned during each year of employment.

(E) If the employee chooses more than one vacation period, he/she may not

exercise seniority of choice of the second, third, etc. vacation periods until all employees with less seniority in the department have exercised their seniority in a similar manner.

(F) Employees off on scheduled vacation of five (5) consecutive workdays or more shall not be subject to call in unless:

- a) A bona fide emergency exists beyond the control of the City or
- b) There are no other bargaining unit employees available for work.

4.6 WAGES

Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix "A", which by this reference is incorporated into and made a part of this Agreement.

4.7 EDUCATIONAL INCENTIVE PROGRAM

(A) Intermediate Certificate Each full-time employee who possesses an Intermediate Certificate from the Board of Police Standards and Training or has completed ninety (90) college credit hours shall receive, in addition to his/her regular monthly salary, \$40 per month.

(B) Advanced Certificate Each full-time employee who possesses an Advanced Certificate from the Board of Police Standards and Training or has completed one hundred eighty (180) college credit hours shall receive, in addition to his/her regular monthly salary, \$80 per month.

(C) Each full-time employee who possesses a Masters Degree or two hundred forty (240) college credit hours shall receive, in addition to his/her regular monthly salary, \$100 per month.

(D) Each full-time employee who has completed two hundred seventy (270) college credit hours shall receive, in addition to his/her regular monthly salary, \$115 per month.

(E) The payments provided for in this section shall not be considered as part of the regular wage for purposes of computation of overtime pay.

(F) Educational Reimbursement 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.
- 2) Where LEEP funds are not available to the employee, the City of Lebanon shall pay for books and fifty percent (50%) of the cost of tuition.
- 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 taking

the course. All college classes that apply to an AA, AS, BA, or BS or MS in the Criminal Justice field or job related, shall be considered eligible courses.

4) In the event that the employee leaves the employ of the City of Lebanon prior to completion of one (1) year of service and after completion of course, the reimbursement will be deducted from his/her final paycheck.

5) 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 5 POLICY

5.1 HOURS AND DAYS OF WORK

(A) A normal workday is defined as a twenty-four (24) hour period commencing with the employee's scheduled shift day.

(B) A normal work shift for employees shall consist of either eight (8) hours per day on the basis of a five day workweek (5-8 plan) or ten hours per day on the basis of a four day workweek (4-10 plan).

Except in cases of emergency or shift change, the weekly work schedule shall be consecutive days.

(C) A normal workweek shall consist of a forty (40) hour shift schedule during a seven day calendar period commencing midnight Sunday and ending midnight of the following Sunday.

(D) Shift schedules and shift changes will be posted at least ten (10) days in advance of the date such schedule is to take effect.

(E) 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 workweek is not violated without proper compensation through the payment of overtime pay or compensatory time off.

(F) All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each one-half (1/2) shift as designated by the supervisor. A one-half (1/2) hour lunch break shall be taken approximately midway in each shift.

Provisions of this subsection shall not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks shall be as designated by the person(s) in charge of the program.

5.2 OVERTIME/COMPENSATORY TIME/STANDBY

(A) OVERTIME

Time and one-half (1-1/2) the employee's regular rate of pay will be paid

for work under any of the following conditions:

- 1) All authorized work performed in excess of any scheduled work shift;
- 2) All authorized work performed in excess of forty (40) hours in any workweek;
- 3) Call back for purposes outside the aforementioned scheduled work shift, forty hour workweek, minimum time guaranteed for overtime compensation being two hours, but not limited thereto (the minimum referred to above does not apply to scheduled department meetings);
- 4) Court time outside the aforementioned scheduled work shift, forty (40) hour workweek, or any other time the employee is not working within his/her regular scheduled shift. Minimum payment for court time is two (2) hours except when court is held within one (1) hour of the termination or start of employee's scheduled shift, on which occasion employee will receive overtime pay until the conclusion of said trial or his/her shift begins, whichever is the lesser. This includes civil court time when the matter is related to an employee's duties as an employee of the City of Lebanon.
- 5) All overtime and callback is to be authorized by management personnel or such other personnel as determined by the Chief of Police.
- 6) Employees will be required to attend fifteen (15) minute briefing sessions at the beginning of each shift. Such sessions shall not be subject to the compensation provisions of this Agreement.

All overtime compensation shall be in the form of compensatory time off or cash. All overtime paid will be at the rate earned.

(B) COMPENSATORY TIME

Compensatory time may be accumulated to a maximum of sixty (60) hours, to be taken at a mutually agreeable time, based on the operating needs of the Department.

(C) STANDBY

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

Compensation for standby duty will be granted at the rate of two (2) hours of payment at the employee's normal rate of pay for each six (6) hours of standby.

(D) WORK ASSIGNMENT IN HIGHER CLASSIFICATION

When an employee within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a classification higher than his/her own for a period of more than ten (10) consecutive working days, he/she shall be paid for all time worked in the higher classification at a rate equal to seventy-five dollars (\$75) per month above their normally classified rate.

5.3 SENIORITY/LAYOFF/PROBATIONARY PERIOD

(A) SENIORITY

Seniority under this Agreement shall come under two categories as follows:

- 1) Department seniority shall mean the length of continuous service in the Department since last date of hire.
- 2) Classification seniority shall mean the length of continuous service in the sworn officers' classifications (Corporals and Police Officers) or the Communications Clerk classification.

In the event of layoff and rehire within a type of classification, (sworn officers or Communications Clerk, as per this Article, classification seniority shall prevail. An employee with classification seniority in more than one of the types of classifications listed in (2) above, shall have the right to use classification seniority for bumping privileges into the other type of classification.

As applies to vacation scheduling and days off, Department seniority shall prevail, provided said scheduling is compatible with the operating needs of the Department and provisions of Section 4.5 (D) and (E).

Seniority shall apply to none other than matters specified above and the matter of which officer is in charge in the absence of any higher ranking officer.

(B) The City will provide the Union with a copy of the seniority list on July 1st of each year.

(C) An employee shall lose all seniority in the event of voluntarily quitting or discharge.

(D) LAYOFF

- 1) If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of classification seniority.
- 2) 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.
- 3) An employee who has been displaced to another job shall be given first consideration in filling a posted vacancy in his/her previous classification and department for a period of one year. Seniority shall prevail in this instance.
- 4) Any employee covered by this Agreement who may be on a layoff due to 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.
- 5) 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 reemployment shall be offered in person or by registered mail addressed to the last address furnished by the employee. When an offer of reemployment 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 reemployment when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

- 6) Employees laid off shall, if reemployed 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 reemployed.
- 7) Employees accepting demotions for the purpose of maintaining continuation of employment shall receive corresponding wage rate for the period of service in the classification to which he or she may be transferred.

(E) PROBATIONARY PERIOD

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, except that new employees with prior experience may serve a probationary period of less than twelve months at the discretion of the City.

The Association recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal, and to exercise all rights, not specifically modified by this Agreement with respect to such employees, including but not limited to the assignment of on-the-job training in other classifications. The Association also recognizes the right of the City to demote an employee on six (6) month promotional probationary status to his or her previous position.

5.4 DISCIPLINARY PROCESS

(A) If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

(B) Discipline for permanent employees shall only be for just cause and will normally be progressive beginning with oral warning and proceeding to written warning, suspension, and finally to discharge. Some alternative forms of discipline may occasionally be used if more appropriate to a circumstance than those listed above. If a violation of City policy or work practices is of a serious enough nature, an employee may be suspended and/or discharged without prior disciplinary warnings.

(C) The City agrees to furnish the employee a complete statement in writing at the time of written warning, suspension, or discharge, outlining the specific reasons for such action. Such reasons shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered. At the same time the employee is presented with the statement, the Association and the Union shall be sent notice that a written warning, suspension, or discharge has been given to the employee.

(D) Any employee upon his/her request, and at a mutually agreeable time, shall have access to his/her personnel files. Any employee may request management to reproduce his/her personnel file in part or in full for his/her individual use, and such reproduction will be accomplished as soon as is practicable.

(E) Each employee shall have the opportunity to read and sign any written material, evaluations, or disciplinary actions prior to being placed in their personnel file. Employees shall have the right to respond in writing to such material and such response shall be attached thereto. Warning letters shall be removed upon request from an employee's personnel files twelve (12) months after issuance providing subsequent disciplinary actions of the same subject have not been placed in the employee's file during the twelve (12) month period. Letters of suspension or demotion shall be removed from an employee's personnel file after twenty-four (24) months.

5.5 SETTLEMENT OF DISPUTES

(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/or the Association 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 seven (7) calendar days commencing on the day after learning the facts leading to the grievance, to the first level of supervision outside the bargaining unit, with a copy to the Department Head. The Supervisor shall respond within seven (7) calendar days.

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, beginning with the day after the written grievance is received. If the grievance cannot be resolved within this period of time, it shall be forwarded to Step 3. The grieving party or representative shall notify the other party of intent to proceed to Step 3 in writing, within ten (10) calendar days of the rendering of the decision in Step 2 or the matter shall be considered dropped.

Step 3. Arbitration. An arbitrator shall be selected in the following manner: A list of five (5) arbitrators shall be requested from the Employment Relations Board 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 be asked to render a decision in twenty (20) calendar days. The

power of the arbitrator shall be limited to interpreting of this contract and/or determining if it has been violated. He shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The decision shall be binding on both parties. The cost of the arbitrator's expenses shall be shared equally by the parties.

(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. Failure of the City to adhere to timelines contained in this Article shall result in the grievance moving to the next step.

(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.

5.6 UNIFORMS AND EQUIPMENT

(A) Authorized uniforms and protective equipment as required by the department will be furnished by the City to each employee with replacement of the same when necessary through wear, destruction or changing of the uniform equipment. Equipment lost or damaged negligently may be replaced at the employee's expense.

(B) Uniform cleaning will be furnished by the City. Such cleaning shall be limited to duty uniforms. Necessary dry cleaning of authorized uniforms will continue in accordance with past or otherwise approved Police practices.

5.7 TRAVEL

When an employee is required to report for work at any location other than his/her established place of work, or whenever an employee, as part of his/her regular work or schools, training or other travel, is required to travel, utilizing his/her personal transportation, he/she will be paid at the rate of twenty cents (\$.20) per mile for all miles traveled.

ARTICLE 6 CITY RIGHTS

6.1 CITY SECURITY

During the term of this Agreement, the Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union, or by any other labor organization when called upon to cross such picket line. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

6.2 MANAGEMENT RIGHTS

(A) Except as otherwise specifically limited by the terms of this Agreement, the City retains all of 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 employees 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 hire, promote, and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies;
- 3) To determine the need for a reduction or an increase in the work force;
- 4) To establish, revise and implement standards for hiring, classification, promotion, 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, in bad faith, or without just cause (except a probationary employee).

ARTICLE 7 SAVINGS CLAUSE

7.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute section, sentence, clause, or phrase to replace that language declared invalid or unconstitutional.

ARTICLE 8 TERM OF AGREEMENT

8.1 This Agreement shall be effective July 1, 1983 and shall be binding upon the City, the Association and their members and remain in full force and effect through June 30, 1984.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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.

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

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

THIS AGREEMENT shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the City or the Association gives written notice to the other not later than December 15th next prior to the aforesaid expiration date of the agreement of its desire to modify the Agreement.

ARTICLE 9
HISTORICAL CLAUSE

9.1 (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 nonwritten historical benefit that has not been used during a period of four (4) years commencing July 1, 1981, shall cease to be interpreted as a historical benefit.

FOR THE CITY OF LEBANON

FOR THE LEBANON POLICE ASSOCIATION

Robert W. Smith

Thomas Heane

Mayor

James D. Thompson

Sinda B. Post

Recorder

Date: 9-14-83

Date: 9-14-83

LETTER OF AGREEMENT

BY AND BETWEEN THE CITY OF LEBANON, OREGON
AND LEBANON POLICE ASSOCIATION

In reference to recently completed labor negotiations between the above-noted parties it is hereby acknowledged that, in addition to the provisions of the labor agreement signed by the parties, the following understandings were agreed upon:

- 1) That, for purposes of Article 3, Section 3.3 and for no other purposes, two (2) uniformed officers will constitute adequate manpower.
- 2) The City has agreed to include the Internal Investigation Procedure approved by the parties to the Police Departments Rules and Regulations.

FOR THE CITY OF LEBANON

Robert Smith

Mayor

James D. Champion

Recorder

Date:

9-14-83

FOR THE LEBANON POLICE ASSOCIATION

Thomas Hume

Ginda A. Post

Date:

9-14-83

APPENDIX "A"

The following wage rates shall be in effect for the period commencing July 1, 1983, through June 30, 1984.

<u>CLASSIFICATION</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Police Officer	1,437	1,560	1,693	1,837
Communications Clerk (Effective 7/1/83)	1,037	1,115	1,198	1,288
(Effective 1/1/84)	1,058	1,137	1,222	1,314

The following shift differentials shall apply:

- 1) Swing shift (shift number 3), shall be compensated at ten (10) cents per hour additional.
- 2) Graveyard shift (shift number 1), shall be compensated at fifteen (15) cents per hour additional.

LETTER OF AGREEMENT

For the purpose of callback as defined in Article 5, Section 5.2(A), the Department shall utilize the rotating callback list, calling the number one employee on the list. Once called, or refusing a call, an employee's name is moved to the bottom of the list. It is the understanding of the parties that those employees voluntarily applying for the call back list will respond and otherwise be available for call.

FOR THE CITY OF LEBANON

Robert Schmitt

Date: 9-14-83

FOR THE LEBANON POLICE ASSOCIATION

Thomas Harris

Date: 9-14-83

LETTER OF AGREEMENT

The intent of this letter is for the purpose of clarification of contractual language in Article 4, Employee Benefits namely:

Section 4.1 Holidays

- (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 management to be taken at a time that is convenient to both the employee and to the manning needs of the department.

The Association and the City of Lebanon agree that all employees shall use their floating holiday within the fiscal year that it is accrued. If the employee has requested use of the holiday and the City is unable to allow the employee the time off and there is insufficient time left to reschedule a mutually agreeable alternate date within the fiscal year, the employee shall be paid for the holiday on the last payroll day of the fiscal year. The employee bears the responsibility to submit a timely request within the fiscal year to use the floating holiday. Failure on the employee's part to submit a timely request prior to the end of the fiscal year shall result in the employee losing the use of that year's floating holiday.

FOR THE CITY OF LEBANON

Robert Schmitt

Date: 9-14-83

FOR THE LEBANON POLICE ASSOCIATION

Thomas Harris

Date: 9-14-83