

Original -
John Good
Signed Ratification

PC: KT 12-20-94
pauvre

AMENDMENT
to
LABOR AGREEMENT
between
THE CITY OF NEWBERG
POLICE DEPARTMENT

and the
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL #11

POLICEUNIONAMEND.94

This amendment entered into this 8th day of December, 1994, by and between the City of Newberg ("City") and the Office and Professional Employees International Union Local #11 ("Union").

RECITALS

1. On May 31, 1994, the City and the Union entered into an agreement for a term from July 1, 1994 through June 30, 1996.
2. Article 17. RETIREMENT of the Agreement states that the City shall pay the employees contribution to the City's retirement plan which is the Oregon Public Employees Retirement System or the City's own retirement plan during the life of the Agreement.
3. Pursuant to Article 17. RETIREMENT of the Agreement, the City pays for each employee of the bargaining unit a contribution equal to 6% of the employee's salary.
4. After January 1, 1995, the Oregon Constitution will prohibit the City from entering into any contractual agreement to pay the employee contribution to the retirement plans. The present Agreement shall remain in full effect and force and would require the City to pay such employee contributions through June 30, 1996.
5. The City Council has authorized the City to grant a one time 6% revenue neutral salary increase to employees in lieu of continuing to pay the employee contribution to the retirement plan. This amounts to a 5.8% increase in the present salary schedule. The Union has indicated that it wishes to amend the labor agreement to provide for the employees in the bargaining unit to receive the 5.8% salary increase and the employees shall pay their own employee contribution.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The Agreement shall be amended by mutual agreement of the parties to provide that the salary schedule shall be increased by 5.8% and the employees shall pay 6% of their salary to the retirement plans as the employee contribution to the retirement plans.

2. The initiative commonly known as Measure 8, which amends the Oregon Constitution requiring public employees to pay 6% of their salary into their retirement plans, along with other prohibitions and requirements, will be the subject of litigation. Should this amendment to the Agreement be held to violate the Oregon Constitution and therefore, for any reason, is declared null and void, the Agreement prior to this amendment shall become enforceable. The Agreement prior to the amendment requires the City to pay the employee's contribution to the retirement plan until the expiration of the term of the Agreement which is June 30, 1996.
3. Schedule B (Salary Schedule), paragraph 1 to the Agreement is hereby amended to read as follows:

SCHEDULE "B"
(ARTICLE 11.1 - SALARY SCHEDULE)

1. Effective December 21, 1994 the wage plan shall be as follows:

	A	B	C	D	E	F
WP Clerk	\$1,511	\$1,586	\$1,665	\$1,749	\$1,837	\$1,929
Communications Officer	1,817	1,908	2,003	2,103	2,208	2,318
Animal Control Officer	1,817	1,908	2,003	2,103	2,208	2,318
Police Officer	2,409	2,530	2,657	2,789	2,929	3,076
Intermediate Certificate	2,530	2,657	2,789	2,929	3,076	3,229
Advance Certificate	2,657	2,789	2,929	3,076	3,229	3,390
Corporal	2,751	2,888	3,032	3,185	3,343	3,510

4. Article 17 RETIREMENT, Sections 17.1 and 17.2 are hereby amended to read as follows:

17.1 EMPLOYEE CONTRIBUTION UNDER PERS. Consistent with state law, effective December 21, 1994, each employee shall pay 6% of their salary as an employee contribution to the Oregon Employees Retirement System. The City shall, with due diligence, make all good faith efforts to allow the employee to pay the contribution as a pre-tax contribution.

17.2 EMPLOYEE CONTRIBUTION WITH CURRENT RETIREMENT PLAN. Those employees who do not wish to become members of the Public Employees Retirement System shall remain in the current City Retirement Plan. New employees of the bargaining unit shall be members of PERS. Effective December 21, 1994, employees remaining in the City's current retirement plan shall pay 6% of their salary as a contribution to the City retirement plan. The City shall, with due diligence, make all good faith efforts to allow the employee to pay the contribution as a pre-tax contribution.

5. All other provisions of the Agreement shall remain in full force and effect.

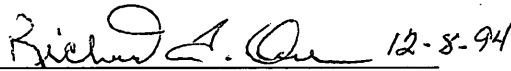
IN WITNESS WHEREOF, the parties have executed this Amendment and have affixed their signatures.

**BY AUTHORITY OF THE CITY COUNCIL
AT THE DECEMBER 5, 1994 MEETING.
Resolution No. 94-1885**


Duane R. Cole, City Manager

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL #11**

AGREED TO SUBJECT TO RATIFICATION
BY A VOTE OF THE BARGAINING UNIT

 12-8-94
Richard T. Oare, Labor Relations Specialist

 12-8-94
John W. Goad, Steward

 12/8/94
Eric Kuhlman, Steward

RATIFIED BY VOTE TAKEN DECEMBER 19, 1994.


John W. Goad, Steward

12-20-94
(Date)

LETTER AGREEMENT

Community Resource Technician

This understanding is reached between the CITY OF NEWBERG, OREGON, hereinafter called "City", and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL #11, hereinafter called "Union". The City has received a grant which allows it to establish the position of Community Resource Technician. This grant is for one year and there is no certainty that the grant will be renewed. If the grant is renewed, it would be renewed on a yearly basis. The City will consider establishing the position as a permanent position at some time in the future, but cannot be certain whether this will be possible.

The parties agree that while the position is funded by a grant and the future funding is not certain, the position will be a non-union position. The position will not be part of the bargaining unit and will not be covered by the Collective Bargaining Agreement. As long as the position is funded by the grant, it will remain a non-union position. However, if the position is permanently funded by the City, the parties agree that the position will be a union position. The Union will then represent the employee occupying this position. It is envisioned by the parties that the City will be making a decision whether to permanently fund the position in approximately two (2) years if the grants can be continued for that long.

Presently, after interviews, the City's intention is to offer the position to a person who currently occupies the City position which is part of the Collective Bargaining Unit. This employee will be given a two (2) year leave of absence to pursue this position. At the end of two (2) years, they must decide whether they wish to return to the classification previously occupied (communications officer position), or leave the Union.

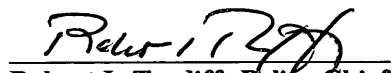
During this two (2) year leave of absence, the employee would not have to pay dues to the Union, could be reinstated without payment of reinstatement fees, and would not lose any seniority. The employee would be entitled to City benefits as any other employee not covered by the Collective Bargaining Agreement.

It is further understood that the position requires flexible schedules, frequent shift adjustments and other matters. If the position becomes a union position, the City would negotiate with the Union on these matters. The parties are not agreeing that the position would be covered by the present language dealing with schedules and shift adjustments and other matters. The purpose of this letter is to set down what the parties have initially agreed to concerning the matter.

DATED this 8th day of February, 1996.

CITY OF NEWBERG


Duane R. Cole, City Manager


Robert I. Tardiff, Police Chief

APPROVED AS TO FORM
AND CONTENT:


Terrence D. Mahr
City Attorney

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL #11


Richard T. Oare
Labor Relations Specialist


Kristin Twenge
Shop Steward

Original
Agreement
##

LABOR AGREEMENT

BETWEEN

THE CITY OF NEWBERG

POLICE DEPARTMENT

AND THE

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL #11**

FOR THE PERIOD

July 1, 1994 - June 30, 1996

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**AGREEMENT BETWEEN
THE CITY OF NEWBERG
POLICE DEPARTMENT**

AND THE

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL #11**

A working agreement entered into by and between the **CITY OF NEWBERG, OREGON**, hereinafter called the "City" and the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL #11**, hereinafter called the "Union".

ARTICLE 1. RECOGNITION.

1.1 BARGAINING AGENT AND BARGAINING UNIT. The City recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all police officers, corporals, communication officers, animal control officer, and regular part-time employees, excluding temporary employees (employees hired to work a period not to exceed one hundred twenty days), lieutenants, sergeants, communications manager, Chief's secretary, and any other confidential and supervisory employees, hereinafter called "employees".

1.2 MANAGEMENT RIGHTS. Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, 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. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- 1.2.1** To direct and supervise all operations, functions and policies of the divisions in which the employees in the bargaining unit are employed;
- 1.2.2** To schedule work most advantageous to the parties, consistent with requirements of municipal employment, the public safety, and consistent with this Agreement;
- 1.2.3** To manage and direct the work force, including but not limited to, the right to determine the methods, equipment, uniforms, processes, and manner of performing work; the determination of the duties, qualification of job classifications, the right to hire, promote, train, demote, transfer, evaluate

performance and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or work; the right to schedule employee vacations; the right to purchase, dispose and assign equipment or supplies; and

- 1.2.4 To implement new and to revise or discard, wholly or in part, procedures, materials, equipment, facilities and standards after discussion with the Union Representatives.

1.3 MATTERS NOT COVERED. In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and such action(s) shall not be subject to the grievance procedure contained herein, except as provided by law.

ARTICLE 2. UNION SECURITY AND CHECK-OFF OF DUES.

2.1 DUES DEDUCTIONS. The City agrees to deduct the union membership dues or fair share amount from the pay of each member of the bargaining unit. The amount to be deducted shall be certified to the City by the Union. The aggregate deduction of those members shall be remitted together with an itemized statement to the Union by the tenth (10th) day of the succeeding month after such deductions are made.

2.2 FAIR SHARE DEDUCTION. Employees that are in the bargaining unit that are covered by this Agreement who are not members of the Union, shall make a fair share payment in lieu of dues to the Union.

2.3 EMPLOYER NOTICE TO UNION OF ALL EMPLOYEES AND THEIR STATUS. The Employer will furnish to the Union, on a current basis, notice of all regular employees and part-time employees as defined in Article 4 who have been hired, rehired, laid off or terminated.

2.4 INDEMNIFICATION BY UNION. The Union agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 3. CONTINUATION OF WORK.

3.1 NO STRIKE PROVISION. The City and the Union agree that the public interest requires efficient and uninterrupted performance of all Police services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, during the term of this agreement the Union shall not cause or condone any work stoppage, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with Police functions by employees of the bargaining unit under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference.

3.2 UNION'S RESPONSE TO WORK STOPPAGE AND CAUSE FOR EMPLOYEE TERMINATION. Upon notification in writing by the City to the Union that any of the Union's members are engaged in work stoppage, the Union shall, immediately, in writing, order such members to immediately cease engaging in such work stoppage and shall provide the City with a copy of such order. In addition, the Union shall use their best efforts to end such interference. Any violation of this Article on the part of an employee in the bargaining unit shall be cause for disciplinary action, up to and including termination.

ARTICLE 4. EMPLOYEES DEFINED.

4.1 REGULAR EMPLOYEE. A Regular Employee is one who is hired to work at least forty (40) hours a week and is a member of the bargaining unit.

4.2 REGULAR PART-TIME EMPLOYEE. A Regular Part-time Employee is one who is hired to regularly work more than eighty-five (85) hours per month and is a member of the bargaining unit.

4.3 TEMPORARY EMPLOYEE. A Temporary Employee is one who is hired for one-hundred, twenty (120) calendar days or less and has no fringe benefits or seniority rights. Any extension requires the approval of the City and the Union.

ARTICLE 5. PROBATIONARY.

5.1 PROBATIONARY PERIOD. The probationary period shall be twelve (12) months for all law enforcement employees who are members of the bargaining unit. The probationary period may be extended for an additional six (6) months with mutual agreement between the City, the Union and the Employee. Prior to completion of the probationary period, employees in the bargaining unit may be discharged at will.

5.2 PROMOTIONAL PROBATIONARY PERIOD. All promotions shall be subject to a twelve (12) month "trial period". If performance is not satisfactory during or at the completion of this period, the employee who is or was a member of the bargaining unit, will be returned to his/her former classification. Except as provided herein, employees who are or were members of the bargaining unit and are serving a promotional probationary period shall be subject to the provisions of ARTICLE 15, concerning **DISCIPLINE AND DISCHARGE**. Employees who are or were members of the bargaining unit and are serving a promotional probationary period shall retain seniority rights upon demotion, either voluntarily or as a result of the City's decision, and shall revert to their previous classification.

ARTICLE 6. SENIORITY.

6.1 SENIORITY STATUS. An employee shall establish seniority when he/she becomes a regular employee of the bargaining unit. An employee acquires seniority status based upon his/her first date of employment or reemployment.

6.2 PRIOR TO REGULAR EMPLOYEE STATUS. During the period of time before an employee is assigned status as a regular employee he/she shall be considered a temporary employee and seniority will not apply. After the employee is assigned regular status as defined in ARTICLE 4, his/her name shall then appear on the appropriate seniority list as of the first date of employment.

6.3 LAYOFF AND RE-HIRE. Seniority by classification for a regular employee shall prevail in the case of layoff or rehire where qualifications are equal. The last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the City must show cause for not rehiring or laying off such senior employee.

6.4 PROMOTION. Seniority by classification for a regular employee shall prevail in the case of promotion where qualifications are equal.

6.5 BREAK IN SENIORITY. A break in seniority shall occur if an employee resigns or is discharged, providing the City shows just cause. A break in seniority shall also occur if an employee has a total lapse of employment of twelve (12) months due to non-occupational illness or injury; six (6) months or more due to an authorized leave of absence or layoff.

6.6 SAME DATE OF OBTAINMENT OF STATUS. In the event two (2) or more employees reach regular status on the same date, the date of written application of such employee filed with the City of Newberg for the position involved shall establish seniority.

ARTICLE 7. HOURS OF WORK AND OVERTIME.

7.1 HOURS OF WORK - REGULAR FULL TIME. The basic work week shall be forty (40) hours, exclusive of overtime and shall consist of five (5) consecutive eight (8) hour days within a work week. The work day shall be defined as a calendar day on which the employee's scheduled shift begins. Each shift shall be at least eight (8) hours in duration including meal time. The starting and expiration times shall be consistent with the schedule outlined by the Chief of Police. Days off shall be consecutive. No overtime shall be paid for regularly scheduled Saturday or Sunday work. Other shifts may be implemented by the Chief of Police. Shift changes with less than 24-hours notice will implement the call out provisions in paragraph 7.4 of the Contract.

7.2 OVERTIME. Overtime which has been specifically authorized by supervisory or command personnel and is performed in excess of eight (8) hours at straight time in a twenty-four (24) hour period or in excess of forty (40) hours in an employee's work week,

shall be paid at one and one-half (1-1/2) times the employee's regular rate, with the exceptions of variance in work schedules caused by promotions or volunteer changes.

7.3 COURT TIME. In the event a member of the Union is subpoenaed or required to appear in court outside his/her regular shift hours, he/she shall be paid a minimum of three (3) hours or actual court time, whichever is greater, at a rate of time and one-half (1-1/2) his/her regular wage.

7.4 OFF DUTY CALL OUTS. In the event an employee who is a member of the bargaining unit is called out during off duty hours, he/she shall be paid a minimum of three (3) hours or actual call out hours, whichever is greater, at a rate of time and one-half (1-1/2) his/her regular wage. Call outs must be approved by a supervisor.

7.5 COMPENSATORY TIME OFF. If an employee who is a member of the bargaining unit elects to accrue compensatory time in lieu of overtime pay, the compensatory time shall accrue at the rate of time and one-half (1-1/2). No employee may accrue more than eighty (80) hours of compensatory time off. Provided that any hours accrued in excess of forty (40) hours are subject to the employee's supervisor requiring and scheduling the time to be taken off.

7.6 STANDBY/ON CALL. Any employee who is a member of the bargaining unit and is required to be on standby will be compensated one dollar (\$1.00) for every hour so acting. Being required to carry a pager does not constitute an employee being on standby.

7.7 TRAINING. All required training time shall be counted as time worked.

7.8 WORKING A HIGHER CLASSIFICATION. Any employee who is required to work in a higher classification beyond ten (10) working days shall receive their regular rate of pay or the base rate of pay for the work being performed whichever is higher. In the event the employee works beyond ten (10) working days, the higher rate of pay will be retroactive back to the first day worked in that position.

ARTICLE 8. HOLIDAYS AND HOLIDAY PAY.

8.1 HOLIDAYS. The following shall be considered paid Holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	One floating (employee choice)

A total of twelve (12) paid Holidays.

8.2 HOLIDAY PAY.

(a) An employee shall be paid his or her regular wages for eight (8) hours or receive eight (8) hours of compensatory time for a holiday whether the holiday falls on a regularly scheduled day off or not.

(b) In the event a holiday falls on a regularly scheduled work day the employee shall be paid at the rate of one and one-half (1-½) times the employee's regular wage for all hours worked or receive compensatory time off at one and one-half (1-½) times the hours actually worked.

(c) Holidays shall be observed on the actual calendar holiday.

(d) In order to be eligible for Holiday pay an employee must have worked their shift immediately preceding and following the holiday, be on approved leave or be on a regular scheduled day off.

(e) All regular part-time employees shall receive holidays and holiday compensation for each holiday worked or that falls on a regular scheduled day off. Regular part-time employees who work less than eight (8) hours per workday shall receive a pro-rated holiday allowance equal to the hours worked.

8.3 BEREAVEMENT DAYS.

All members of the Union shall receive paid personal emergency leave for a death in the immediate family of three (3) days. This personal emergency leave is not deductible from the members accrued sick leave, vacation or compensatory time. Pay will be at his/her regular wage. Immediate family includes current spouse, children, stepchildren, mother, father, mother-in-law, father-in-law, sister, brother and grandparents.

ARTICLE 9. VACATIONS.

9.1 VACATION ACCRUAL AND CARRY OVER. The City recognizes the employee's last date of hire or re-hire as the anniversary date for vacation accrual time. Vacation hours are accrued monthly. All employees are encouraged to take their vacation during the year it is awarded. Carryover of vacation from month to month shall be limited to two (2) times the annual vacation accrual an employee may earn in any given twelve (12) month period.

9.2 VACATION DAYS EARNED. Vacation awards depend on the employee's years of continuous employment with the City determined as of their vacation anniversary date. Vacation is awarded and accrued according to the following chart:

VACATION CHART

<u>Length of Service Based on Anniversary Date</u>	<u>Vacation Award</u>	<u>Maximum Vacation Accrual Award</u>
	(1) Hours earned for each calendar month worked (96 hours) (2) Days earned per calendar month worked (3) Days earned annually	
Up to 5 Years	(1) 8 hours per month (2) 1 day per month (3) 12 days annually	192 Hours
5 years but less than 10 years	(1) 10 hours per month (2) 1.25 days per month (3) 15 days annually	240 hours
10 years but less than 15 years	(1) 12 hours per month (2) 1.5 days per month (3) 18 days annually	288 hours
15 years but less than 20 years	(1) 13.28 hours per month (2) 1.66 days per month (3) 20 days annually	320 hours
20 years or more	(1) 14.666 hours per month (2) 1.833 days per month (3) 22 days annually	352 hours

Note: 9.2.1 Regular part-time employees shall earn one (1) vacation day, eight (8) hours, per month, prorated to the budgeted full time equivalent.

9.2.2 Discharged employees who have completed six (6) months of service will be paid for all accrued and prorated vacation time. Employees who have completed less than six (6) months of service, will not be paid for any vacation time.

9.3 VACATION SCHEDULES.

9.3.1 Vacation will normally be taken in forty (40) hour blocks. Exceptions may be made with approval of the Chief of Police.

9.3.2 Vacation schedules shall be approved by the Chief of Police subject to the operational needs of the department. Seniority vacation requests should be made prior to February 28th of each year. If there is a conflict between employees who have requested vacation scheduling during January and February as to the date requested, preference shall be given to the employee with the most seniority. However, such preference may be granted only for vacation scheduled prior to February 28th and only once during the term of this Agreement. With respect to extra days off, such preference shall be given in order of employee request.

9.3.3 No vacations may be taken during the first six (6) months of employment.

9.3.4 No vacation days will be accrued during a leave of absence.

ARTICLE 10. SICK LEAVE AND LONGEVITY.

10.1 SICK LEAVE.

10.1.1 All regular employees earn sick leave at the rate of 8 hours for each full calendar month of service to a maximum of 900 hours. The following formula will be used to calculate paid sick leave earned by regular part-time employees: 8 hours will be multiplied by the budgeted percentage of full-time equivalent of the employee. For example if the employee is budgeted at 50% of a full-time equivalent then 8 hours will be multiplied by 50%, resulting in 4 hours of earned paid sick leave each month. Sick leave does not accrue during unpaid leaves or layoffs.

10.1.2 Sick leave may be used for nonoccupational illness or injury or other reasons consistent with state law or for medical appointments. It may also be used for care of an immediate family member living with the employee.

10.1.3 In case of an injury or illness qualifying for Workers Compensation payments, employees may use sick leave accruals to provide the difference between amounts received from Worker's Compensation Insurance and their regular salary, as long as enough sick leave is accrued to equal that payment. Employees receiving Worker's Compensation payments will be required to endorse the disability check over to the City and will, in turn receive their normal paycheck.

10.1.4 In the event an employee is ill and cannot report as scheduled, the employee must report the reason for their absence at least one hour prior to the beginning of the scheduled workday, unless physically unable to do so. Paid sick leave will not be allowed unless proper notification has been given, except where notification was not possible. Supervisors at their discretion, may require written verification of illness from a physician.

10.1.5 An employee may request through the Chief of Police that some of the employee's paid sick leave be transferred to another employee who is absent from work for an extended period of time because of an injury, unexpected illness, or other reason for which the use of paid sick leave would normally be allowed. The Chief of Police will pass the request, with the Chief of Police's recommendation to the City Manager for approval. The employee receiving a donation of paid sick leave must be non-probationary and must first have used all available paid leave and vacation time. The maximum donation to be given by any employee is 16 hours per incident, not to exceed 48 hours in any calendar year. Employees transferring paid sick leave must have accrued a minimum of 200 hours of paid sick leave. All donated leave will be used in the order received. Any paid sick leave not used by the employee receiving the paid sick leave will be returned to the donor employee, if the total paid sick leave is under the allowable maximum.

10.1.6 The City agrees that during the life of this Agreement it will work with the Union to develop a wellness program that promotes and rewards employees who have gone long periods of time without using sick leave.

10.2 **LONGEVITY PAY.** Each employee who is a member of the bargaining unit, shall receive the following additional pay to encourage longevity and employment with the City. Such additional pay shall be paid into a deferred compensation plan that is approved by the City.

10.2.1 An additional \$10 per month beginning the first full month after the ten year anniversary date of employment with the City.

10.2.2 An additional \$15 per month beginning the first full month after the fifteenth year anniversary date of employment with the City.

10.2.3 An additional \$25 per month beginning the first full month after the twentieth year anniversary date of employment with the City.

10.2.4 The employee receiving such longevity pay shall sign the proper authorization forms with the City to enable the City to pay such monies to the employee's deferred compensation pursuant to this ARTICLE.

ARTICLE 11. COMPENSATION SCHEDULE.

11.1 **WAGE SCHEDULE.** The advancement in the wage schedule classification plan shall be in accordance with Schedule A which is attached and by this reference incorporated in this Agreement. The wage schedule shall be increased by three percent (3%) for all employees in the bargaining unit beginning July 1, 1994. For the second year of the contract beginning July 1, 1995, the wage schedule shall be increased a minimum of two percent

(2%) not to exceed four percent (4%) based upon the change in the National CPI-U for the period from January, 1994 to January, 1995. The wage schedule for the first year beginning July 1, 1994 is set out in schedule B which is attached and by this reference incorporated in this agreement.

11.2 HOURLY RATE FORMULA. The hourly rate of pay determined by dividing the monthly pay rate by one hundred seventy three point three (173.3) hours. (Example: monthly rate: by 173.3).

11.3 PAY PERIODS. There shall be one monthly pay period per month. However, an employee may have a regularly scheduled draw on the 15th of each month. Such regularly scheduled draw shall be scheduled annually, or whenever the employee's rate of pay changes and such draw shall not exceed 40% of pay.

ARTICLE 12. UNION ACTIVITIES.

12.1 ANTI-DISCRIMINATION AGAINST UNION MEMBERS. It is mutually understood that the City will not in any manner discriminate against any member of the Union as the result of such member's activities on behalf of the Union and in furtherance of the purposes of the Union.

12.2 NEGOTIATIONS. The two (2) elected officers of the Union who are present at negotiations and it is during their normally scheduled work time, they will be compensated for that time. If they are present during negotiations and it is during a time when they are normally not scheduled for work, they will not be compensated.

ARTICLE 13. GRIEVANCE AND DISPUTE RESOLUTION.

13.1 PROCEDURE. If any employee believes that the City is in violation of this Agreement, the issue will be resolved by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Union or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's immediate supervisor within ten (10) days from the occurrence thereof, or fourteen days from when the employee knew, or should have known of the occurrence. The notice shall include:

- a) statement of the grievance and relevant facts;
- b) provisions of the contract violated; and
- c) remedy sought.

The supervisor shall respond to the grievance in writing within ten (10) days, with a copy to the Union.

STEP 2: If still unresolved, the employee may submit the grievance within ten (10) days from the receipt of the supervisor's response to the Police Chief. The Chief may meet with the aggrieved party, who may request a Union representative at the hearing. The Chief shall respond to the grievance in writing within ten (10) days with a copy to the Union.

STEP 3: If still unresolved, the employee may submit the grievance within ten (10) days from the receipt of the Police Chief's response to the City Manager. The City Manager shall meet with the aggrieved party, Union representatives and any other party deemed necessary. The City Manager shall respond to the grievance in writing within ten (10) days with a copy to the Union.

STEP 4: If still unresolved, the Union may submit the grievance within ten (10) days of the receipt of the City Manager's response to an arbitrator.

13.2 ARBITRATION. If a grievance is submitted to arbitration, the arbitrator shall be selected by the parties as follows:

13.2.1 A list of seven (7) arbitrators from Oregon shall be requested from the State Conciliatory Board, and the parties shall alternately strike one (1) name from the list until only one (1) is left. The Union shall strike the first name. The one remaining shall be the arbitrator.

13.2.2 The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing and receipt of the briefs, if any. The arbitrator shall be limited to interpreting this Agreement and determining if a violation has been committed. The arbitrator's decision shall be strictly limited to those issues disputed by the parties. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.

13.2.3 The costs of the arbitrator shall be borne by both parties. Each party shall be responsible for the cost of presenting its own case to arbitration.

13.3 TIME LIMITS. Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" shall be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved.

13.4 ARBITRATION OF UNION DISCRIMINATION CLAIMS OR EEO CLAIMS.

Union discrimination claims (including any claims under ARTICLE 12, paragraph 1 of this Agreement) or EEO claims, shall not be subject to the grievance procedure beyond STEP 3 unless the employee first agrees to be bound by the Arbitrator's decision and waives, in writing, in a form acceptable to the City, the right to pursue claims in all other forums

including the Bureau of Labor and Industries, the E.E.O.C., and State and Federal Court.

ARTICLE 14. HEALTH & WELFARE.

14.1 HEALTH BENEFITS. The City shall pay an amount per bargaining unit employee into the Western States Local Union Trust Fund, or any agreed upon insurance fund or company, to maintain the insurance benefit of the medical plan, dental and vision plan, at the present levels. The Trust will continue to pursue cost-effective alternatives while providing equivalent benefits. The City shall pay three hundred and ninety-five dollars (\$395.00) per bargaining unit employee per month into the Western States Local Union Trust Fund for the first year of this agreement beginning July 1, 1994 and ending June 30, 1995. If the premium for the insurance benefit of the medical, dental and vision plan increase in the second year of the contract, the City shall pay up to four hundred and eleven dollars (\$411.00) per employee for the second year of this agreement beginning July 1, 1995 and ending June 30, 1996.

14.2 LIFE INSURANCE BENEFITS. The City will continue as a minimum, the current life insurance it now maintains for its employees. The amount of the life insurance shall be 1.5 times the base salary of the employee.

14.3 DISABILITY BENEFITS. The City shall maintain current disability insurance for the employee.

ARTICLE 15. EMPLOYEE DISCIPLINE/TERMINATION.

15.1 DUE PROCESS IN DISCIPLINE. Employees shall be disciplined only for cause. Such discipline shall be in private and the City agrees to follow, where appropriate, a practice of progressive discipline which may begin with verbal warning, progress to a written reprimand, then to suspension without pay, demotion or discharge.

15.2 FORMAL DISCIPLINE. Formal discipline is defined as that in which a written record of the action is placed in the employee's personnel file. In any proposed formal disciplinary action, the employee shall be entitled to have present the Union's Labor Relations Specialist or another representative of the employee's choosing. He/she will be given one working day's notice as time to prepare and informed in advance as to the nature of the matter. Formal discipline shall be administered only following an informal hearing to determine all of the facts and permit oral and written rebuttal by the involved employee. Derogatory statements or complaints will promptly be shown to the employee and he/she shall have an opportunity to attach his/her statements before the items are placed in his/her personnel file.

15.3 DISCIPLINARY RECORDS. Disciplinary records will be kept and will be retained and purged in accordance with the Oregon Public Records Law. The City shall not waive any exemption as to confidentiality under the Public Records Law without written agreement

of the affected employee who is a member of the bargaining unit. The City shall use its best efforts to eliminate records which are no longer required to be kept under the Oregon Public Records Law and in accordance with the retention schedules.

15.4 ACCESS TO GRIEVANCE PROCEDURE. Discipline action involving written reprimand, suspension, demotion or discharge shall be subject to appeal set forth in the Grievance Procedure provided in this Agreement.

15.5 SUSPENSION WITHOUT PAY. An employee who is suspended without pay may request one of the following alternatives. Such request may be honored at the discretion of the Police Chief.

15.5.1 Forfeit annual leave;

15.5.2 Forfeit compensatory time off;

15.5.3 Any combination thereof on a day-to-day basis in lieu of the suspension time.

ARTICLE 16. SAVING CLAUSE.

If any Article or Section in this agreement, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, the Article or provision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section that has been declared invalid. If the parties are in disagreement about an item and whether in fact it has been rendered invalid, then this item will be temporarily inoperative pending a resolution of the matter.

ARTICLE 17. RETIREMENT.

17.1 EMPLOYEE CONTRIBUTION UNDER PERS. Consistent with state law, the City shall "pick up" an employee contribution to the Oregon Public Employees Retirement System. Such City "pick up" or payment of employee member monthly contributions to the System shall continue for the life of this Agreement.

17.2 EMPLOYEE CONTRIBUTION WITH CURRENT RETIREMENT PLAN. Those employees who do not wish to become members of the Public Employees Retirement System shall remain in the current City Retirement Plan. New employees of the bargaining unit shall be members of PERS.

17.3 UN-USED SICK LEAVE. Upon retirement, disability retirement or death, the City

will credit fifty percent (50%) of the employee's un-used sick leave towards the employee's retirement plan in accordance with PERS rules, or other reasons consistent with state laws.

ARTICLE 18. TERM OF AGREEMENT.

18.1 EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective as of July 1, 1994 and shall remain in full force and effect through June 30, 1996. This Agreement shall automatically be renewed from year to year thereafter, unless either party gives written notice to the other not less than sixty (60) calendar days preceding the above expiration date of its desire to modify the Agreement.

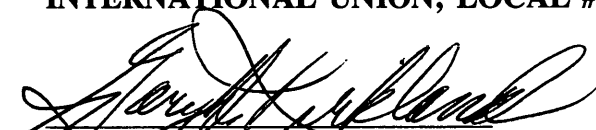
18.2 ENTIRE AGREEMENT. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as specifically covered herein. It is agreed that this document contains the full and complete Agreement between the parties hereto, and for all whose benefit this Agreement is made and no oral statement shall add to or supersede any of its provisions and no party shall be required during the term of this Agreement to negotiate or bargain upon any issues unless mutually agreed to by the parties.

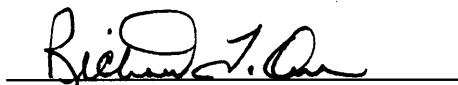
Signed this 3rd day of May, 1994.

CITY OF NEWBERG

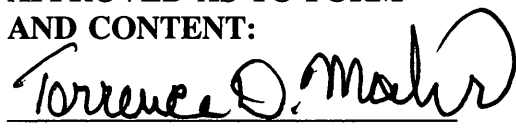
**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL #11**

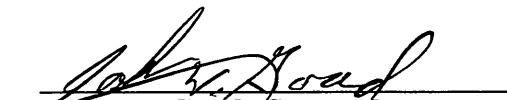

Duane R. Cole, City Manager
By Authority of the City
Council at the May 17, 1994
meeting.


Gary B. Kirkland
Executive Officer/Secretary-Treasurer


Richard T. Oare,
Labor Relations Specialist

**APPROVED AS TO FORM
AND CONTENT:**


Terrence D. Mahr
City Attorney


John W. Goad, Steward


Eric Kuhlman, Steward

**LABOR AGREEMENT
BETWEEN THE
CITY OF NEWBERG POLICE DEPARTMENT
AND THE
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #11**

SCHEDULE "A"

(ARTICLE 11.1 - ADVANCEMENT THROUGH CLASSIFIED PAY PLAN STEPS)

An employee will advance one step annually on the salary schedule on the employee's anniversary date if the employee:

1. Obtains an overall satisfactory evaluation; and,
 - A. Completes on their own time, at least three (3) college credits from an accredited college in a law enforcement related subject or towards obtaining a degree in a law enforcement related field; or,
 - B. Completes on their own time at least twenty-four (24) hours of related training, certified by the Board on Public Safety Standards and Training (B.P.S.S.T.).
 - C. An employee who is a member of the bargaining unit and is at step D in the classified pay plan and has completed at least four (4) years of service or an employee who is a member of the bargaining unit and is at step E of the classified pay plan and has completed at least five (5) years of service will advance to the next step of the classified pay plan upon completion of the above requirements. The employee will advance to the next step immediately upon completion and submittal of satisfactory documentation that the above requirements have been completed. The date of advancement shall be the new anniversary date for the purpose of future step advancements. The employee may submit satisfactory documentation of completion of the requirements for the period beginning July 1, 1993 until present.
 - D. The Animal Control Officer has limited opportunity for additional training. The Animal Control Officer may meet the requirements for additional training by completing on his/her own time at least twelve (12) hours of related training or one (1) college credit.
2. A member who is assigned as a field training officer of a regular employee for at least ten (10) working days during the preceding twelve (12) months or is assigned to serve as an instructor for department qualifications will receive credit for twelve (12) hours of B.P.S.S.T. training or one (1) college credit.
3. Employees of the bargaining unit shall have the responsibility of requesting the step increase in writing and presenting satisfactory documentation of the completion of the requirements.

**LABOR AGREEMENT
BETWEEN THE
CITY OF NEWBERG POLICE DEPARTMENT
AND THE
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #11**

**SCHEDULE "B"
(ARTICLE 11.1 - SALARY SCHEDULE)**

1. Effective July 1, 1994 the wage plan shall be as follows:

	A	B	C	D	E	F
WP Clerk	\$1,428	\$1,499	\$1,574	\$1,653	\$1,736	\$1,823
Communications Officer	1,717	1,803	1,893	1,988	2,087	2,191
Animal Control Officer	1,717	1,803	1,893	1,988	2,087	2,191
Police Officer	2,277	2,391	2,511	2,636	2,768	2,907
Intermediate Certificate	2,391	2,511	2,636	2,768	2,907	3,052
Advance Certificate	2,511	2,636	2,768	2,907	3,052	3,204
Corporal	2,600	2,730	2,866	3,010	3,160	3,318

2. Effective July 1, 1995, salaries will increase a minimum of 2% and a maximum of 4%. Within the minimum and maximum, the increase will be equal to the US CPI-U for the period January 1994 to January 1995.
3. In addition to the above wage schedule, an employee who meets the City's criteria for bilingual employees shall receive an additional 5%.