

**AMENDMENT
to
LABOR AGREEMENT
between
THE CITY OF NEWBERG
POLICE DEPARTMENT
and the
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #11**

This Amendment is entered into this 1st day of March, 1997, by and between the City of Newberg, hereinafter referred to as "City" and the Office and Professional Employees International Union Local #11, hereinafter referred to as "Union".

RECITALS:

1. On August 6, 1996, the City and the Union entered into an agreement for a term from July 1, 1996 through June 30, 1999.
2. **ARTICLE 7. HOURS OF WORK AND OVERTIME, Section 7.4 COURT TIME** provides for compensation to be paid to Union members who are subpoenaed or required to appear in Court outside his/her regular shift hours.
3. **ARTICLE 7. HOURS OF WORK AND OVERTIME, Section 7.5 OFF DUTY CALL OUTS** provides for compensation to be paid to Union members being called out during off duty hours.
4. The City and the Union have agreed upon more definitive language concerning Court Time and Off Duty Call Outs.

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

1. The Agreement dated August 6, 1996 shall be amended by mutual agreement of the parties.
2. **ARTICLE 7. HOURS OF WORK AND OVERTIME, Section 7.4 COURT TIME**, shall be amended to read as follows:

7.4 COURT TIME In the event a member of the Union is subpoenaed or required to appear in a court action resulting from their employment with the City; and such court time commences during a time which is two (2) hours after or two (2) hours before the member's 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 (1½) his/her regular wage. In the event Court hours commence two (2) hours before the member's

regular shift and continue, overlapping the member's regular shift, Court time pay will be paid up to the three (3) hour minimum. Court time pay is in addition to regular shift pay. Court time commencing less than two (2) hours before and up to two (2) hours after a member's shift shall be treated as an extension of their regular shift."

3. **ARTICLE 7. HOURS OF WORK AND OVERTIME, Section 7.5 OFF DUTY CALL OUTS,** shall be amended to read as follows:

"7.5 OFF DUTY CALL OUTS. In the event a member of the Union is called out during off duty hours or works scheduled hours with less than 12 hours off between shifts; and such Call Out commences during a time which is two (2) hours after and two (2) hours before the member's regular shift 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 (1½) his/her regular wage. In the event the Call Out hours commence two (2) hours before the member's regular shift and continue, overlapping the member's regular shift, Call Out pay will be paid up to the three (3) hour minimum. Call Out pay is in addition to regular shift pay. Call Out commencing less than two (2) hours before and up to two (2) hours after a member's shift shall be treated as an extension of their regular shift. Call Outs must be approved by a supervisor.

4. This Amendment is effective beginning 12:01 a.m. March 1, 1997. 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.

CITY OF NEWBERG

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

Duane R. Cole March 26, 1997
Duane R. Cole, City Manager Date

Richard D. Oare 4-7-97
Richard Oare Date
Labor Relations Specialist

APPROVED AS TO FORM/CONTENT:
Terrence D. Mahr 4/21/97
Terrence D. Mahr Date
City Attorney

Gary D. Kirkland 4/14/97
Gary D. Kirkland Date
Executive Officer/Secretary-Treasurer

Thomas J. Perrett 04-02-97
Tom Perrett, Steward Date
(Patrol)

Kristin Twenge 04-03-97
Kristin Twenge, Steward Date
(Communications)

[Amended by Agreement dated March 1, 1997]

LABOR AGREEMENT

BETWEEN

THE CITY OF NEWBERG

POLICE DEPARTMENT

AND THE

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

FOR THE PERIOD

**July 1, 1996 - June 30, 1999
Ratified: July 14, 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, code compliance officer, support services secretary and regular part-time employees, excluding temporary employees (employees hired to work a period not to exceed ninety 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 **MANAGEMENT ADVISORY TEAM.** The Chief of Police shall continue to hold regular meetings of the Management Advisory Team. The purpose of the Management Advisory Team is to identify and review issues of concern to department personnel and to review department policies, making recommendations to the Chief of Police.

1.4 **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. An initiation fee of one-hundred dollars (\$100.00) shall be deducted by the city from each new members pay check during the first four months of employment, through four equal installment payments beginning with the first paycheck.

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 ninety (90) calendar days or less and has no fringe benefits or seniority rights. Any extension requires the approval of the City and the Union.

4.4 CLEANING OF CONTAMINATED CLOTHING. An employee whose clothing becomes contaminated by blood or other body fluids, shall submit the clothing item(s) to the City for cleaning.

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. Where qualifications are equal, promotions will be based on performance and evaluations.

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; twelve (12) 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. The intent will be to maintain scheduled days of not less

than eight (8) hours per day for regular employees. The work day shall be defined as a calendar day on which the employee's scheduled shift begins. The work week shall be defined as a calendar week, beginning on Sunday and continuing through the following Saturday. Members working shift work shall be entitled to paid meal and break periods. The starting and expiration times shall be consistent with the schedule outlined by the Chief of Police. Days off shall be consecutive, except during times of normal shift changes. No overtime shall be paid for regularly scheduled Saturday or Sunday work. Other shifts may be implemented by the Chief of Police. Shift changes for regular employees with less than 48-hours notice will implement the call out provisions in paragraph 7.5 of the Contract, except those shift changes required to cover an absence due to injury or illness. Shift changes made to cover an injury or illness will only implement the call out provision if less than two (2) hours notice is given.

7.2 HOURS WORKED. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; compensatory leave; vacation leave; and time on the job.

7.3 OVERTIME. Overtime which has been specifically authorized by supervisory or command personnel and is performed 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.

7.4 COURT TIME. In the event a member of the Union is subpoenaed or required to appear in a court action resulting from their employment with the City; and such court time commences during a time which is two (2) hours after or two (2) hours before the member's 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 (1½) his/her regular wage. In the event Court hours commence two (2) hours before the member's regular shift and continue, overlapping the member's regular shift, Court time pay will be paid up to the three (3) hour minimum. Court time pay is in addition to regular shift pay. Court time commencing less than two (2) hours before and up to two (2) hours after a member's shift shall be treated as an extension of their regular shift." *[Amended by Agreement dated March 1, 1997]*

7.5 OFF DUTY CALL OUTS. In the event a member of the Union is called out during off duty hours or works scheduled hours with less than 12 hours off between shifts; and such Call Out commences during a time which is two (2) hours after and two (2) hours before the member's regular shift 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 (1½) his/her regular wage. In the event the Call Out hours commence two (2) hours before the member's regular shift and continue, overlapping the member's regular shift, Call Out pay will be paid up to the three (3) hour minimum. Call Out pay is in addition to regular shift pay. Call Out commencing less than two (2) hours before and up to two (2) hours after a member's shift shall be treated as an extension of their regular shift. Call Outs must be approved by a supervisor. *[Amended by Agreement dated March 1, 1997]*

7.6 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 sixty (60) hours of compensatory time off. Use of Compensation Leave shall be approved by the Chief of Police subject to the operational needs of the Department.

7.7 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.

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

7.9 WORKING A HIGHER CLASSIFICATION. Any employee who is required to work in a higher classification beyond ten (10) consecutive 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. A higher classification is defined as that of a higher rank; or a classification requiring different skills than the employee's normal classification and whose wage schedule is higher than the employee's normal wage schedule.

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. Employees who work in excess of eight (8) hours on a holiday will receive an equal number of hours, as those worked in excess of eight (8) hours, in pay at his or her regular wages or in straight compensatory time accrual.

(b) Employees not scheduled to work shift work may be scheduled off for the holidays listed in 8.1. An employee who is assigned to shift work and who has a holiday fall on a regularly scheduled work day 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 for non-shift work employees shall be observed on a date consistent with City policy. Holidays for shift work employees 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

Length of Service Based on <u>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	320 hours
	(2) 1.66 days per month	
	(3) 20 days annually	
20 years or more	(1) 14.666 hours per month	352 hours
	(2) 1.833 days per month	
	(3) 22 days annually	

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 will be made when the employee does not have accrued compensation leave to cover a request for less than forty (40) hours or by 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, and for a block of time not to exceed eighty (80) hours during June, July, and August. 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 without pay.

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 one-third (1/3) of their regular salary, as long as enough sick leave is accrued to equal that payment. Employees receiving Worker's Compensation payments will keep the disability check. A normal payroll deduction will be taken for the paycheck received from the City as long as sufficient dollars amounts are available.
- 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 two (2) hours 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. 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.

10.2 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 **\$20** per month beginning the first full month after the ten year anniversary date of employment with the City.
- 10.2.2 An additional **\$30** per month beginning the first full month after the fifteenth year anniversary date of employment with the City.

10.2.3 An additional \$50 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, 1996. For the second year of the contract beginning July 1, 1997, the wage schedule shall be increased three percent (3%). Effective July 1, 1998, the wage plan will increase a minimum of 3% and a maximum of 5% based on US CPI-U for the month of March, 1998. The wage schedules are set out in Schedule B which are attached and by this reference incorporated in this agreement.

11.2 PAGER PAY. Any employee required to carry a pager provided by the City shall receive \$40 "pager pay" per month.

11.3 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).

11.4 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.

11.5 SHIFT DIFFERENTIAL. A \$.25 per hour shift differential shall be paid for all graveyard shifts worked (Patrol: (11:00 p.m. - 7:00 a.m.) (Communications: 12:00 a.m. - 8:00 a.m.). The shift differential pay for graveyard shifts shall not be applicable to overlapping shifts, relief shifts, or any portions of those shifts.

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 up to the following premium amounts per bargaining unit employee per month for the term periods of this Agreement. For the second and third years of the term of the Agreement, the twelve (12) month average premium shall not exceed the amounts indicated.

Schedule

July 1, 1996 - December 31, 1996	\$406.55
January 1, 1997 - June 30, 1997	417.10
July 1, 1997 - June 30, 1998	438.00 (5 %)
July 1, 1998 - June 30, 1999	460.00 (5 %)

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. The employee shall pay six percent (6%) of his/her salary as an employee contribution to the Oregon Public Employees Retirement System (PERS). The City shall continue in accordance with IRS and State law, to allow the employee to pay contributions as pre-tax contributions.

17.2 EMPLOYEE'S CONTRIBUTION WITH CURRENT CITY RETIREMENT PLAN. Those employees who chose not 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. Employees remaining in the City's current retirement plan shall pay six percent (6%) of their salary as a contribution to the City's retirement plan. The City shall continue in accordance with IRS and State law, to allow the employee to pay contributions as pre-tax contributions.

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, 1996 and shall remain in full force and effect through June 30, 1999. 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 _____ day of _____, 1996.

CITY OF NEWBERG

Duane R. Cole, City Manager
By Authority of
Resolution No. 96-_____
Adopted by the Newberg
City Council on _____, 1996

**APPROVED AS TO FORM
AND CONTENT:**

Terrence D. Mahr
City Attorney

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

Gary D. Kirkland
Executive Officer/Secretary-Treasurer

Richard T. Oare,
Labor Relations Specialist

Tom Perritt, Steward (Patrol)

Kristin Twenge, Steward (Communications)

**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. The Code Compliance Officer has limited opportunity for additional training. The Code Compliance 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, 1996, the wage plan will increase 3% and shall be as follows:

	A	B	C	D	E	F
Support Secretary	\$1,821	\$1,910	\$1,996	\$2,097	\$2,197	\$2,305
Communications Officer	1,922	2,018	2,119	2,225	2,336	2,452
Code Compliance Officer	1,922	2,018	2,119	2,225	2,336	2,452
Police Officer	2,548	2,676	2,810	2,950	3,098	3,254
Intermediate (5%)	2,676	2,810	2,950	3,098	3,254	3,415
Advance (5)	2,810	2,950	3,098	3,254	3,415	3,586
Corporal	2,910	3,055	3,208	3,369	3,537	3,714

2. Effective July 1, 1997, the wage plan will increase 3% and shall be as follows:

	A	B	C	D	E	F
Support Secretary	\$1,876	\$1,967	\$2,056	\$2,160	\$2,263	\$2,374
Communications Officer	1,980	2,078	2,182	2,292	2,406	2,526
Code Compliance Officer	1,980	2,078	2,182	2,292	2,406	2,526
Police Officer	2,625	2,756	2,894	3,038	3,191	3,351
Intermediate (5%)	2,756	2,894	3,038	3,191	3,351	3,518
Advance (5%)	2,894	3,038	3,191	3,351	3,518	3,694
Corporal	2,997	3,147	3,305	3,470	3,643	3,826

3. Effective July 1, 1998, the wage plan will increase a minimum of 3% and a maximum of 5% based on US CPI-U for the month of March, 1998 and the minimum schedule shall be as follows:

	A	B	C	D	E	F
Support Secretary	\$1,932	\$2,026	\$2,118	\$2,225	\$2,331	\$2,446
Communications Officer	2,039	2,141	2,248	2,360	2,478	2,602
Code Compliance Officer	2,039	2,141	2,248	2,360	2,478	2,602
Police Officer	2,703	2,839	2,981	3,130	3,287	3,452
Intermediate (5 %)	2,839	2,981	3,130	3,287	3,452	3,623
Advance (5 %)	2,981	3,130	3,287	3,452	3,623	3,805
Corporal	3,087	3,241	3,404	3,574	3,752	3,940

4. In addition to the above wage schedule, an employee who meets the City's criteria for bilingual employees shall receive an additional 5%.

RESOLUTION NO. 96-1988

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE LABOR AGREEMENT BETWEEN THE CITY OF NEWBERG POLICE DEPARTMENT AND THE OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL #11.

RECITALS:

1. City staff has been working with the Office & Professional Employees International Union, Local #11 ("Union") representatives concerning negotiations for the new contract period July 1, 1996 through June 30, 1999.
2. On July 14, 1996, the Union members and representatives voted to accept the City's offer. A copy of Labor Agreement between the City of Newberg Police Department and the Office & Professional Employees International Union Local #11 (City's offer) is attached hereto as Exhibit "A".

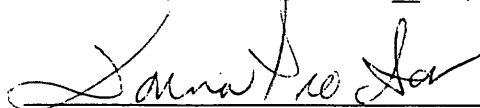
NOW, THEREFORE, be it resolved by the City Council of the City of Newberg, as follows:

1. The City Council hereby approves the Labor Agreement between the City of Newberg Police Department and the Office & Professional Employees International Union Local #11, which is attached hereto and incorporated herein.
2. The City Manager is hereby authorized and directed to execute any and all necessary documents and do any other necessary acts to finalize the Labor Agreement with the Union.
3. The City Attorney shall review and approve the Labor Agreement as to form and content.

ADOPTED by the Newberg City Council this 5th day of August, 1996.


Duane R. Cole, City Recorder

ATTEST by the Mayor this 5 day of August, 1996.


Donna Proctor, Mayor

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Richard Oare
8/6/96
P. Hall

LABOR AGREEMENT

BETWEEN

THE CITY OF NEWBERG

POLICE DEPARTMENT

AND THE

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

FOR THE PERIOD

July 1, 1996 - June 30, 1999

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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, code compliance officer, support services secretary and regular part-time employees, excluding temporary employees (employees hired to work a period not to exceed ninety 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 **MANAGEMENT ADVISORY TEAM.** The Chief of Police shall continue to hold regular meetings of the Management Advisory Team. The purpose of the Management Advisory Team is to identify and review issues of concern to department personnel and to review department policies, making recommendations to the Chief of Police.

1.4 **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. An initiation fee of one-hundred dollars (\$100.00) shall be deducted by the city from each new members pay check during the first four months of employment, through four equal installment payments beginning with the first paycheck.

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 ninety (90) calendar days or less and has no fringe benefits or seniority rights. Any extension requires the approval of the City and the Union.

4.4 CLEANING OF CONTAMINATED CLOTHING. An employee whose clothing becomes contaminated by blood or other body fluids, shall submit the clothing item(s) to the City for cleaning.

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. Where qualifications are equal, promotions will be based on performance and evaluations.

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; twelve (12) 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. The intent will be to maintain scheduled days of not less than eight (8) hours per day for regular employees. The work day shall be defined as a calendar day on which the employee's scheduled shift begins. The work week shall be defined as a calendar week, beginning on Sunday and continuing through the following Saturday. Members working shift work shall be entitled to paid meal and break periods. The starting and expiration times shall be consistent with the schedule outlined by the Chief of Police. Days off shall be consecutive, except during times of normal shift changes. No overtime shall be paid for regularly scheduled Saturday or Sunday work. Other shifts may be implemented by the Chief of Police. Shift changes for regular employees with less than 48-hours notice will

implement the call out provisions in paragraph 7.5 of the Contract, except those shift changes required to cover an absence due to injury or illness. Shift changes made to cover an injury or illness will only implement the call out provision if less than two (2) hours notice is given.

7.2 HOURS WORKED. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; compensatory leave; vacation leave; and time on the job.

7.3 OVERTIME. Overtime which has been specifically authorized by supervisory or command personnel and is performed 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.

7.4 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.

7.5 OFF DUTY CALL OUTS. In the event an employee who is a member of the bargaining unit is called out during off duty hours or works scheduled hours with less than 12 hours off between shifts, 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.

7.6 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 sixty (60) hours of compensatory time off. Use of Compensation Leave shall be approved by the Chief of Police subject to the operational needs of the Department.

7.7 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.

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

7.9 WORKING A HIGHER CLASSIFICATION. Any employee who is required to work in a higher classification beyond ten (10) consecutive 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. A higher classification is defined as that of a higher rank; or a classification requiring different skills than the employee's normal classification and whose wage schedule is higher than the employee's normal wage schedule.

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. Employees who work in excess of eight (8) hours on a holiday will receive an equal number of hours, as those worked in excess of eight (8) hours, in pay at his or her regular wages or in straight compensatory time accrual.

(b) Employees not scheduled to work shift work may be scheduled off for the holidays listed in 8.1. An employee who is assigned to shift work and who has a holiday fall on a regularly scheduled work day 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 for non-shift work employees shall be observed on a date consistent with City policy. Holidays for shift work employees 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

Length of Service Based on <u>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 will be made when the employee does not have accrued compensation leave to cover a request for less than forty (40) hours or by 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, and for a block of time not to exceed eighty (80) hours during June, July, and August. 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 without pay.

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 one-third (1/3) of their regular salary, as long as enough sick leave is accrued to equal that payment. Employees receiving Worker's Compensation payments will keep the disability check. A normal payroll deduction will be taken for the paycheck received from the City as long as sufficient dollars amounts are available.

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 two (2) hours 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. 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.

10.2 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 **\$20** per month beginning the first full month after the ten year anniversary date of employment with the City.

10.2.2 An additional **\$30** per month beginning the first full month after the fifteenth year anniversary date of employment with the City.

10.2.3 An additional **\$50** 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, 1996. For the second year of the contract beginning July 1, 1997, the wage schedule shall be increased three percent (3%). Effective July 1, 1998, the wage plan will increase a minimum of 3% and a maximum of 5% based on US CPI-U for the month of March, 1998. The wage schedules are set out in Schedule B which are attached and by this reference incorporated in this agreement.

11.2 PAGER PAY. Any employee required to carry a pager provided by the City shall receive \$40 "pager pay" per month.

11.3 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).

11.4 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.

11.5 SHIFT DIFFERENTIAL. A \$.25 per hour shift differential shall be paid for all graveyard shifts worked (Patrol: (11:00 p.m. - 7:00 a.m.) (Communications: 12:00 a.m. - 8:00 a.m.). The shift differential pay for graveyard shifts shall not be applicable to overlapping shifts, relief shifts, or any portions of those shifts.

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 up to the following premium amounts per bargaining unit employee per month for the term periods of this Agreement. For the second and third years of the term of the Agreement, the twelve (12) month average premium shall not exceed the amounts indicated.

Schedule

July 1, 1996 - December 31, 1996	\$406.55
January 1, 1997 - June 30, 1997	417.10
July 1, 1997 - June 30, 1998	438.00 (5%)
July 1, 1998 - June 30, 1999	460.00 (5%)

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. The employee shall pay six percent (6%) of his/her salary as an employee contribution to the Oregon Public Employees Retirement System (PERS). The City shall continue in accordance with IRS and State law, to allow the employee to pay contributions as pre-tax contributions.

17.2 EMPLOYEE'S CONTRIBUTION WITH CURRENT CITY RETIREMENT PLAN. Those employees who chose not 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. Employees remaining in the City's current retirement plan shall pay six percent (6%) of their salary as a contribution to the City's retirement plan. The City shall continue in accordance with IRS and State law, to allow the employee to pay contributions as pre-tax contributions.

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, 1996 and shall remain in full force and effect through June 30, 1999. 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 5th day of August, 1996.

CITY OF NEWBERG



Duane R. Cole, City Manager

By Authority of

Resolution No. 96- 1988

Adopted by the Newberg

City Council on Aug. 5, 1996

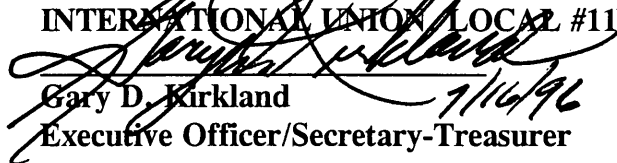
APPROVED AS TO FORM
AND CONTENT:



Terrence D. Mahr

City Attorney

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


7/16/96

Gary D. Kirkland

Executive Officer/Secretary-Treasurer



Richard T. Oare,

Labor Relations Specialist



Tom Perritt, Steward (Patrol)



Kristin Twenge, Steward (Communications)

**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. The Code Compliance Officer has limited opportunity for additional training. The Code Compliance 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, 1996, the wage plan will increase 3% and shall be as follows:

	A	B	C	D	E	F
Support Secretary	\$1,821	\$1,910	\$1,996	\$2,097	\$2,197	\$2,305
Communications Officer	1,922	2,018	2,119	2,225	2,336	2,452
Code Compliance Officer	1,922	2,018	2,119	2,225	2,336	2,452
Police Officer	2,548	2,676	2,810	2,950	3,098	3,254
Intermediate (5%)	2,676	2,810	2,950	3,098	3,254	3,415
Advance (5)	2,810	2,950	3,098	3,254	3,415	3,586
Corporal	2,910	3,055	3,208	3,369	3,537	3,714

2. Effective July 1, 1997, the wage plan will increase 3% and shall be as follows:

	A	B	C	D	E	F
Support Secretary	\$1,876	\$1,967	\$2,056	\$2,160	\$2,263	\$2,374
Communications Officer	1,980	2,078	2,182	2,292	2,406	2,526
Code Compliance Officer	1,980	2,078	2,182	2,292	2,406	2,526
Police Officer	2,625	2,756	2,894	3,038	3,191	3,351
Intermediate (5%)	2,756	2,894	3,038	3,191	3,351	3,518
Advance (5%)	2,894	3,038	3,191	3,351	3,518	3,694
Corporal	2,997	3,147	3,305	3,470	3,643	3,826

3. Effective July 1, 1998, the wage plan will increase a minimum of 3% and a maximum of 5% based on US CPI-U for the month of March, 1998 and the minimum schedule shall be as follows:

	A	B	C	D	E	F
Support Secretary	\$1,932	\$2,026	\$2,118	\$2,225	\$2,331	\$2,446
Communications Officer	2,039	2,141	2,248	2,360	2,478	2,602
Code Compliance Officer	2,039	2,141	2,248	2,360	2,478	2,602
Police Officer	2,703	2,839	2,981	3,130	3,287	3,452
Intermediate (5%)	2,839	2,981	3,130	3,287	3,452	3,623
Advance (5%)	2,981	3,130	3,287	3,452	3,623	3,805
Corporal	3,087	3,241	3,404	3,574	3,752	3,940

4. In addition to the above wage schedule, an employee who meets the City's criteria for bilingual employees shall receive an additional 5%.